AMENDED AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
June 13, 2022
6:00 P.M.

www.cypressca.org

Council Chambers
5275 Orange Avenue
Cypress, California

NOTICE

Pursuant to Government Code Section 54953(b), this Regular City Council Meeting includes teleconference participation by:

- Mayor Pro Tem Anne Hertz-Mallari from - Summercamp, 70 Lake Avenue, Oak Bluffs, MA 02557

AGENDA AMENDMENT

- Agenda Item No. 9 - Resolution attachment was updated to correct a typographical error.

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/327607609640058383** to receive an email containing a link to join the webinar. Advance registration is recommended.

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

4. Listen to the Meeting. The public may participate via the listen-only teleconference mode by calling (415) 655-0052 and entering Access Code 679-405-427 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 June 13, 2022 will be added to the City Council agenda as a Consent Calendar item.

CALL TO ORDER
6:00 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 and Cypress Recreation and Community Services Foundation

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 June 13, 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 - 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 LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Negotiators: City Manager and Director of Finance and Administrative Services
Employee Group: Cypress Police Officers Association

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 and Cypress Recreation and Community Services Foundation

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 Neighborhood Church

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

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

PRESENTATIONS

Recognition of Outgoing Commissioners

School Resource Officer Program Update

Retirements of Maintenance Superintendent Kirk Streets and Dispatcher Cheryl Austin

Introduction of New City Employees

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.

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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 June 13, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

PUBLIC HEARINGS

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

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

 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Members of the public providing comments via webinar are encouraged to also submit a written copy of their comments to cityclerk@cypressca.org prior to 3:00 p.m. on June 13, 2022. This will ensure your comments are included in the public hearing record should you experience any technical difficulties during the public hearing.

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

1. **Introduce an Ordinance Amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and Creating a New Subsection 4.19.200 (Reasonable Accommodation) of the Zoning Ordinance**

   Prepared by: Alicia Velasco, Planning Director

   Recommendation:

   1. Approve the first reading, by title only, of an Ordinance amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and creating a new Subsection 4.19.200 (Reasonable Accommodation) of Appendix I of the Municipal Code; and

   2. Find the action exempt from the California Environmental Quality Act.

2. Approve Conditional Use Permit No. 2022-01 to Permit a New Self-Service Car Wash at 5890 Lincoln Avenue

Prepared by: Alicia Velasco, Planning Director

Recommendation: Adopt a Resolution approving Conditional Use Permit No. 2022-01, with conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

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.

3. Receive and File Public Comments Submitted for the June 13, 2022 City Council Meeting

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file submitted public comments.

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

5. Approve Minutes - Meetings of April 25, 2022, May 9, 2022, May 11, 2022 and May 12, 2022

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

6. Accept Organic Recycling Local Assistance Grant

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept a CalRecycle Organic Recycling Local Assistance Grant; and

2. Increase estimated revenues by $69,242 in the City's General Fund.

7. Adopt Annual Statement of Investment Policy

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

Recommendation: Adopt a Resolution approving the Annual Statement of Investment Policy.

8. Adopt the Fiscal Year 2022-23 Appropriations Limit

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

Recommendation: Adopt a Resolution establishing the City's Fiscal Year 2022-23 appropriations limit.

9. Adopt the Cypress Recreation and Park District's Fiscal Year 2022-23 Appropriations Limit

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

Recommendation: Adopt a Resolution establishing the Cypress Recreation and Park District's Fiscal Year 2022-23 appropriations limit.

10. Adopt Resolutions to Hold a General Municipal Election on November 8, 2022

Prepared by: Alisha Farnell, City Clerk

Recommendation:

1. Adopt a Resolution calling and giving notice of a General Municipal Election on Tuesday, November 8, 2022, for the election of certain officers as required by the City Charter; and

2. Adopt a Resolution requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide General Election to be held on the same date pursuant to Elections Code Section 10403; and

3. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 8, 2022.

11. Amend On-Call Contract Services Agreement with Communications LAB for Community Outreach and Public Engagement and Approve Three Task Orders

Prepared by: Peter Grant, City Manager

Recommendation:

1. Amend the on-call contract services agreement with Communications LAB for community outreach and public engagement; and

2. Approve a Task Order for $12,000 for temporary communications support; and

3. Approve a Task Order for $9,600 for voter outreach efforts; and

4. Approve a Task Order for $60,000 for Recreation and Community Services communications support for FY 2022-23.

12. Amend the Senior Transportation Agreement with California Yellow Cab

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

Recommendation: Approve an amendment to the Senior Transportation Agreement with California Yellow Cab.

13. Approve an Amendment to Section 21A-15 of the Municipal Code Related to the Disposition of Surplus Supplies and Equipment

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

Recommendation: Introduce for first reading an Ordinance, by title only, amending Section 21A-15 of the Municipal Code regarding the disposition of surplus supplies and equipment.

14. Approve Expenditures for the Cypress Recreation and Community Services Foundation

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

Recommendation:

1. Authorize expenditures not to exceed $5,000 for the purchase of beverages to be sold at the 2022 Salute to America; and

2. Authorize an expenditure of $2,844.45 to Friends of Cypress Recreation and Parks for reimbursement associated with the 2021 Community Festival; and

3. Authorize the creation of a bank account for the Recreation and Community Services Foundation.

15. Award a contract for HVAC Maintenance and Repair Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Award a two-year contract to Control Air Enterprises, LLC for Heating, Ventilation and Air Conditioning (HVAC) maintenance and repair services in the amount of $36,676 annually.

16. Receive and File the FY 2022-23 Master Fee Schedule

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

Recommendation: Receive and file the updated FY 2022-23 Master Fee Schedule which incorporates annual cost-of-living adjustments for City and Park District user fees.

17. Receive an Update on the North Orange County Public Safety Collaborative and Accept Award of Funds

Prepared by: Mark Lauderback, Chief of Police

Recommendation:

1. Receive an Update on the North Orange County Public Safety Collaborative; and

2. Accept $118,000 in Board of State and Community Corrections funds allocated to the City of Cypress through the North Orange County Public Safety Collaborative; and

3. Accept $150,000 in Board of State and Community Corrections funds allocated to the City of Cypress and $150,000 allocated to the City of La Palma through the North Orange County Public Safety Collaborative

18. Approve Register of Warrants, Transfers, and Wires Issued for the Period of May 7, 2022 through June 3, 2022

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

Recommendation: Approve the attached payment register summarized below for the period of May 7, 2022 through June 3, 2022:

- Electronic Funds Transfers 11046 through 11191
- Warrants 59462 through 59673
- Payroll Transfers W1475 through W1476

NEW BUSINESS

19. Adopt the Fiscal Year 2022-23 Budget for the City of Cypress and the Cypress Recreation and Park District

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

Recommendation:

1. Adopt a Resolution approving the Fiscal Year 2022-23 City Budget; and

2. Adopt a Resolution approving the Fiscal Year 2022-23 Recreation and Park District Budget.

20. Adopt the Seven-Year (FY 2022-23 to FY 2028-29) Capital Improvement Program

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Determine the Capital Improvement Program is consistent with the General Plan; and

2. Adopt a Resolution approving the Seven-Year CIP for FY 2022-23 to FY 2028-29.

21. Approve a Contract Services Agreement with CASC Engineering and Consulting and a Task Order with LSA and Associates for the Business Parks Modernization and Integration Project

Prepared by: Alicia Velasco, Planning Director

Recommendation:

1. Approve a contract services agreement with CASC Engineering and Consulting for the modernization and integration of the City's Business Park Specific Plans in the amount of $199,916; and

2. Approve a task order for LSA Associates for the preparation of an Initial Study and Mitigated Declaration for $60,300; and

3. Appropriate $60,300 of Pandemic Recovery Plan set-asides in the General Fund for the Initial Study and Mitigated Negative Declaration.

22. Approve the Electronic Communication Policy

Prepared by: Fred Galante, City Attorney

Recommendation: Approve the Electronic Communication Policy.

23. Receive an Update on the Cypress Citizens Academy

Prepared by: Peter Grant, City Manager

Recommendation: Receive an update on the Cypress Citizens Academy.

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

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COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, June 27, 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 10th day of June, 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: Alicia Velasco, Planning Director

DATE: 06/13/2022

SUBJECT: **Introduce an Ordinance Amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and Creating a New Subsection 4.19.200 (Reasonable Accommodation) of the Zoning Ordinance**

RECOMMENDATION

1. Approve the first reading, by title only, of an Ordinance amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and creating a new Subsection 4.19.200 (Reasonable Accommodation) of Appendix I of the Municipal Code; and

2. Find the action exempt from the California Environmental Quality Act.

DISCUSSION

This item was continued at the May 23, 2022 City Council meeting.

The 2021-29 Housing Element contains State-mandated programs to remove constraints to housing development, including updating the Zoning Ordinance to comply with recent changes in State law. In November 2021, the City Council adopted updated emergency shelter provisions as a first step in this effort. The recommended amendments address State accessory dwelling units (previously identified as second units) regulations, density bonuses, and fair housing laws providing reasonable accommodations for disabled persons.

Accessory Dwelling Units

New State laws (AB 68, AB 587, AB 881, and SB 13) invalidated the City's current ordinance and created permitting requirements for Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU). ADUs contain complete independent living facilities

(including a kitchen and bathroom) and may be attached to the primary dwelling, detached, or converted from an existing accessory structure, while JADUs must be contained within the walls of the primary dwelling and may share bathroom facilities with the primary dwelling. The City has permitted 13 ADUs and JADUs since the new State laws took effect in 2020. The ordinance complies with State law, including:

- A single-family lot is permitted an ADU, JADU, or both, if all the standards are met
- JADUs are limited to 500 square feet
- An ADU may be attached, detached, or converted from a garage or other accessory structure
- Replacement parking is not required if a garage is converted to an ADU
- New construction ADUs are limited to 16 feet in height
- Multi-family properties can construct one ADU per four units on a property (in addition to what is permitted on single-family properties)

Density Bonus

The density bonus ordinance grants increased residential density and/or other incentives as an incentive for the construction of affordable units. State density bonus law (Government Code Sections 65915-65918) establishes density bonuses based on the number and type of affordable units and has changed significantly since the City Council last updated its ordinance in 2010. The City expects more new State-required changes to the recommenced ordinance and to future-proof it, the ordinance references the Government Code rather than the quoting it. As required by the State, the ordinance:

- Includes procedures for requesting a density bonus, incentives and concessions, waiver of development standards, and parking requirement reductions
- Requires affordable units be similar size and quality as market rate units and ensures their development before/concurrent with market rate units
- Requires an Affordable Housing Agreement be recorded against the property to ensure affordability remains in place for the specified term
- Requires ongoing monitoring and enforcement to ensure affordable units are occupied by qualifying households

Reasonable Accommodation

The Federal Fair Housing Act and the California Fair Employment and Housing Act require cities to provide flexibility in zoning and building regulations to give persons with disabilities equal access to housing. A common example of reasonable accommodation is a reduced front yard setback to accommodate a wheelchair ramp. An addition to the Zoning Code (Subsection 4.19.200) establishes procedures for considering reasonable accommodation requests, including standards that the accommodation will not impose an undue financial or administrative burden on the City and will not require a fundamental alteration in the nature of the City's zoning or building regulations or procedures. Since 2020, the City has processed one reasonable accommodation request (for a wheelchair ramp).

Summary

The recommended ordinance is required to implement the 2021-29 Housing Element and comply with State law. The ordinance updates terms and definitions related to ADUs, density bonuses, and reasonable accommodations. Should the City Council not approve the recommended ordinance, the City remains obligated by these requirements in State law.

The public hearing notice for this item was posted on May 13, 2022, as required by the Municipal Code. Any comments received will be attached.

BUDGET IMPACT

None.

LEGAL REVIEW

The attached Ordinance was reviewed and approved by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance
Redlined Ordinance
CEQA Exemption

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, AMENDING SUBSECTION 2.05.030 (RESIDENTIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS), SUBSECTION 2.05.050 (RESIDENTIAL OFF-STREET PARKING REQUIREMENTS), SUBSECTION 3.11.050 (ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS), SECTION 12 (DENSITY BONUS), SUBSECTION 3.17.020(B) (ACCESSORY STRUCTURES USED FOR LIVING PURPOSES), SUBSECTION 3.17.200 (ACCESSORY DWELLING UNITS), SUBSECTION 4.18.040 (AUTHORITY FOR LAND USE AND ZONING DECISIONS), AND SECTION 31 (DEFINITIONS) AND CREATING A NEW SUBSECTION 4.19.200 (REASONABLE ACCOMMODATION) OF APPENDIX I OF THE CYPRESS MUNICIPAL CODE AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Sections 65915-65918 of Title 7, Division 1, Chapter 4.3 of the Government Code contains regulations pertaining to density bonuses and other incentives for the development of affordable housing; and

WHEREAS, Sections 65852.2 and 65852.22 of Title 7, Division 1, Chapter 4 of the Government Code contains regulations pertaining accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”) and limits a local authority’s scope of regulation upon ADUs and JADUs; and

WHEREAS, the federal Fair Housing Act and the California Fair Employment and Housing Act (“Fair Housing Laws”) provide for reasonable accommodation in the application of zoning laws, building code, and other land use regulation, policies, and procedures for persons with disabilities seeking equal access to housing; and

WHEREAS, the City Council desires to update the City’s regulations so that it is consistent with State law and Fair Housing Laws; and

WHEREAS, the City Council finds that the Ordinance is consistent with the goals, policies, and objectives of the General Plan. Housing Element Goal HOU-5 is to “mitigate any potential governmental constraints to housing production and affordability”. The Ordinance furthers this goal by ensuring that the City’s zoning regulations are consistent with State laws intended to facilitate and incentivize the development of affordable housing and accessory dwelling units. Housing Element Goal HOU-6 is to “promote equal opportunity for all residents to reside in the housing of their choice”. The Ordinance is consistent with this goal in that it establishes procedures for persons with disabilities to request reasonable accommodations that will allow them to reside in the housing of their choice; and

WHEREAS, on May 23, 2022, the City Council held a duly noticed public hearing and considered testimony on the Ordinance; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the above Recitals are true and correct and are incorporated herein as findings of the City Council.

SECTION 2. The alphabetical list of land uses in Table 2-2 (Allowable Uses and Permit Requirements for Residential Zoning Districts) of Subsection 2.05.030 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with all land uses renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 2-2
ALLOWABLE USES AND PERMIT REQUIREMENTS
FOR RESIDENTIAL ZONING DISTRICTS

Land Use	*Permit Requirement by District*						
	RS-15000	*RS-6000*	*RS-5000*	*RM-15*	*RM-20*	*MHP-20*	*See Section*
Residential							
Accessory Dwelling Units	P	P	P	P	P		3.17.200
~~Granny Units~~	~~C~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~6.31.020(G)~~
~~Second Dwelling Units not more than 640 sq. ft.~~	~~P~~	~~P~~	~~P~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~
~~Second Dwelling Units more than 640 sq. ft.~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~

SECTION 3. The alphabetical list of land uses in Table 2-4 (Residential Zoning District Parking Requirements) of Subsection 2.05.050 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with all land uses renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 2-4
RESIDENTIAL ZONING DISTRICT PARKING REQUIREMENTS

Residential Uses	*Vehicle Spaces Required*
Residential Land Uses	
Accessory Dwelling Units	See Section 3.17.200(F)(5)
~~Second dwelling units~~	~~1 space per bedroom in addition to the spaces required for the single-family dwelling unit on the site. If the second dwelling unit is conditionally approved pursuant to Section 3.17.200(I), the required parking spaces shall be enclosed.~~

SECTION 4. Table 3.1 (Allowed Projections into Required Setback Areas, Residential Zoning Districts) of Subsection 3.11.050 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 3.1
ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS
RESIDENTIAL ZONING DISTRICTS

Feature	*Front Setback*	*Rear Setback*	*Side Setback*
Architectural adornments such as cornices, eaves, sills, etc.	4 feet	4 feet	Not more than one-half of the required side setback
Balconies (a)	6 feet	6 feet	6 feet
Bay window or similar feature which does not extend the structure's foundation	4 feet	4 feet	Not more than one-half of the required side setback
Canopies, Pop up	Not allowed	Not allowed	Not allowed
Chimneys	4 feet	4 feet	Not more than one-half of the required side setback
Fire escapes	Not allowed	No restriction	No restriction
Canopies, gazebos, patio covers — open	Not allowed	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the rear property line.	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the side property line.
Pool motors and similar equipment	Not allowed	May be located anywhere within rear setback.	May be located anywhere within side setback. ~~Refer to additional requirements in Subsection 3.17.200 (Second Dwelling Units)~~
Porches	4 feet	4 feet	Not more than one-half of the required side yard setback
Roofs of accessory structures (b)	Not allowed	No closer than 5 feet to the lot line	No closer than 5 feet to the lot line, except for units developed on zero lot line parcels

Notes:

(a) Balconies shall be limited in width to six feet. Second floor decks other than balconies, such as (e.g., sundecks) are prohibited.

(b) Roofs shall be no more than 10 feet in height.

SECTION 5. Section 12 (Density Bonus) of Appendix I (Zoning) of the Cypress Municipal Code is hereby deleted in its entirety and replaced with a new Section 12 (Density Bonus), which shall read as follows:

SECTION 12. DENSITY BONUS

3.12.010. Purpose.

The purpose of this section is to provide incentives for the production of affordable housing in accordance with California Government Code Sections 65915-65918 (“State Density Bonus Law”).

3.12.020. Definitions.

The definitions found in State Density Bonus Law shall apply to the terms contained in this section.

3.12.030. Applicability.

This section applies to a “housing development”, as defined in Government Code Section 65915(i), or an “eligible housing development”, as defined in Government Code Section 65917.2, when an applicant proposes a density increase above the maximum allowable density and/or other regulatory incentives and concessions in exchange for reserving a portion of the units for lower-income, moderate-income, or senior households, as provided in this section and State Density Bonus Law.

3.12.040. Application Requirements

A. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

    1. How the proposed project will satisfy the eligibility requirements of Government Code Section 65915 or 65917.2.

    2. The requested density bonus pursuant to subsection 3.12.050 (Density Bonus).

    3. Any incentives and concessions that are sought under Government Code Section 65915(d). The applicant shall provide reasonable documentation to show that any requested incentive or concession will result in identifiable and actual cost reductions to provide for affordable housing costs or rents.

    4. Any waivers and reductions that are sought under Government Code Section 65915(e). The applicant shall provide reasonable documentation that the development standard(s) for which the waiver is requested will have the effect of physically precluding the development at the densities or with the concessions or incentives permitted by State Density Bonus Law.

5. Any requested parking reductions sought under Government Code Section 65915(p).

6. Documentation of how the project will comply with Government Code Section 65915(c)(3) pertaining to replacement units.

B. *Fee.* Payment of a fee in an amount set by resolution of the City Council, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. *Concurrent review.* Density bonus requests shall be filed concurrently with the other planning permit application(s) required for the development. The density bonus request shall be processed concurrently with the underlying planning permit or entitlement for the project.

3.12.050. Density Bonus.

A. *Calculation.* Density bonuses shall be calculated as set forth in Government Code Section 65915 and 65917.2.

1. In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.

2. When calculating the number of affordable units needed for a given density bonus, any fractions of affordable units shall be rounded up to the next whole number.

3. The density bonus units shall not be included in determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law.

B. Each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one income category or additionally as senior housing or housing intended to serve transitional foster youth, disabled veterans, or homeless persons, or other category qualifying for a density bonus under the State Density Bonus Law, the applicant shall select the category under which the density bonus is granted.

C. The applicant may elect to receive a density bonus that is less than the development is entitled to under State Density Bonus Law, including a density bonus of zero. In such cases, the applicant retains their entitlement to incentives, concessions, and parking reductions as provided in State Density Bonus Law.

3.12.060. Incentives and Concessions.

A. The applicant may request up to the number of incentives and concessions for which the project is entitled pursuant to Government Code Section 65915(d)(2).

B. The City shall grant requested incentives and concessions unless a specified finding is made as set forth in Government Code Section 65915(d)(1). However, the City is not required to deny a proposed incentive or concession solely because it can make a finding under Government Code Section 65915(d)(1).

3.12.070. Waivers and Reductions.

A. An applicant may submit to the City a proposal for waivers and reductions of development standards that physically prevent construction of a housing development and density bonus units meeting the criteria of Government Code Section 65915(b).

B. The City may deny waivers and reductions for the reasons set forth in Government Code Section 65915(e)(1).

3.12.080. Affordable Housing Requirements

A. *Maximum affordable housing costs.* The maximum total housing costs paid by a qualifying household, adjusted for household size appropriate for the unit, shall be pursuant to Health and Safety Code Sections 50052.5 and 50053.

B. *Term of affordability.* The term of affordability for affordable units shall be at least the period of time required by Government Code Section 65915(c).

C. *Sale and resale of owner-occupied units.* Sale and resale of owner-occupied units is subject to the requirements of Government Code Section 65915(c)(2).

D. *Development Standards.*

1. All affordable units shall be reasonably dispersed throughout the housing development.

2. Affordable units shall be made available for occupancy concurrently with or prior to the market rate units in the development. In the event the City approves a phased project, the affordable units shall be provided proportionately within each phase.

3. Affordable units shall be comparable with the market rate units in terms of design, construction quality, exterior appearance, exterior finished quality, and size.

4. The bedroom mix of the affordable units shall be equivalent to the bedroom mix of the market rate units of the development, unless otherwise approved by the City.

5. *Comparable amenities.* Residents of affordable units shall have equal access to project amenities available to other residents, including, but not limited to, access

to recreational, parking, and storage facilities and interior amenities such as microwaves and dishwashers.

6. *Parking*. Unless the City's adopted parking standards will result in fewer parking spaces, the applicant may request a reduction in parking standards pursuant to Government Code Section 65915(p).

3.12.090. Affordable Housing Agreement and Senior Housing Agreement.

A. *Affordable Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waivers for the provision of affordable housing shall enter into an Affordable Housing Agreement with the City in a form approved by the City Attorney. The Affordable Housing Agreement shall, at a minimum, include the following:

1. The total number of units and the number of units that will be made affordable;

2. The size, bedroom count, and location of each affordable unit;

3. The income levels of the affordable units and an acknowledgement that the City will verify tenant and home buyer incomes to maintain the affordability of the units;

4. The term of affordability for the units, which shall not be less than the period of time required by Government Code Section 65915;

5. The approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any;

6. Schedule of development for all units; and

7. An affirmative fair marketing plan that is approved by the City to ensure advertising of the availability of the affordable units to a wide spectrum of City residents.

B. *Senior Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waiver for the provision of market rate senior housing shall enter into a Senior Housing Agreement with the City in a form approved by the City Attorney. The Senior Housing Agreement shall require the development to operate as a senior citizen housing development pursuant to Government Code Section 65915(b)(1)(C). The Senior Housing Agreement shall also include the following:

1. Approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any; and

2. Schedule of development for all units.

C. *Recordation.* The executed Affordable Housing Agreement or Senior Housing Agreement shall be recorded against the housing development prior to final map approval or, where a map is not being processed, prior to the issuance of building permits. The Affordable Housing Agreement or Senior Housing Agreement shall bind all future owners and successors in interest for the term of years specified therein.

3.12.100. Enforcement and Monitoring.

A. The provisions of this section shall apply to all developers and their agents, successors, and assigns proposing a housing development governed by this section. No building permit or certificate of occupancy shall be issued, nor any entitlement granted, for a project receiving a density bonus, incentive, concession, or waiver until it meets the requirements of this section.

B. The director shall establish administration regulations which contain guidelines and procedures for the effective implementation of this section. The administrative regulations may include fees for monitoring, reports, transactions, and other administrative activities to the extent allowable by State Density Bonus Law. All fees shall be approved by the City Council in an amount set by resolution, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. All affordable units shall be rented or owned in accordance with this section and the administrative guidelines. Any individual who sells or rents an affordable unit in violation of the provisions of this section shall be required to forfeit all monetary amounts so obtained.

D. The City Attorney shall be authorized to enforce the provisions of this section and all Affordable Housing Agreements, Senior Housing Agreements, covenants, resale restrictions, promissory notes, deeds of trust, and other requirements placed on affordable units by civil action and any other proceeding or method permitted by law.

3.12.110. Interpretation.

If any portion of this subsection conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with State Density Bonus Law.

SECTION 6. Subsection 3.17.020(B) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

B. *Accessory structures used for living purposes*. An accessory structure used for living purposes shall meet the requirements of subsection 3.17.200 (~~Second~~ Accessory dwelling units).

SECTION 7. Subsection 3.17.200 (Second dwelling units) of Appendix I (Zoning) of the Cypress Municipal Code is hereby deleted in its entirety and replaced with a new Subsection 3.17.200 (Accessory dwelling units), which shall read as follows:

3.17.200. Accessory dwelling units.

A. *Purpose.* The purpose of this subsection is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections 65852.2 and 65852.22.

B. *Effect of conforming.* An ADU or JADU that conforms to the provisions of this subsection shall:

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;

2. Be deemed a residential use that is consistent with the existing general plan and zoning designation for the lot upon which it is located; and

3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

C. *Application and review procedures.*

1. *Review.* Applications for ADUs or JADUs shall be considered ministerially through the plan check process. The director or their designee shall consider and approve or disapprove a complete application for an ADU or JADU within 60 days from the date the City receives a complete application. Review is limited to whether the proposed ADU or JADU complies with the requirements of this subsection. If the application to create an ADU or JADU is submitted concurrently with an application to create a new single-family dwelling on the lot, the director may delay acting upon the application for the ADU or JADU until the City acts on the application to create the new single-family dwelling.

2. *Nonconformities.* The correction of nonconforming zoning conditions shall not be required for the creation of an ADU or JADU.

D. *Locations permitted.*

1. ADUs conforming to the provisions of this subsection may be located on any lot in the City that is zoned to allow single-family or multi-family residential uses and that includes a proposed or existing legally developed single-family or an existing legally developed two-family or multi-family dwelling.

2. JADUs conforming to the provisions of this subsection may be located within a proposed or existing legally developed single-family dwelling on any lot in the City that is zoned to allow single-family residential uses.

3. ADUs and JADUs shall not be permitted on any parcel that has obtained a permit for a two-unit development and urban lot split pursuant to Government Code Sections 65852.21 and 66411.7.

E. *Number of ADUs and JADUs permitted.*

1. *Single-family lots.* No more than one (1) ADU and one (1) JADU is permitted on a lot developed or proposed to be developed with a single-family dwelling.

2. *Multi-family lots.* A lot developed with a two-family or multi-family dwelling shall be permitted either:

a. No more than two (2) detached ADUs; or

b. Up to twenty-five (25) percent of the number of existing multi-family dwelling units within existing multi-family or two-family dwelling structures. The ADUs must be converted from portions of the existing multi-family dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. For the purposes of calculating the number of allowable ADUs, the following shall apply:

i. Fractions shall be rounded down to the next lower whole number of dwelling units, except that at least one (1) ADU shall be allowed.

ii. Previously approved ADUs shall not count towards the existing number of multi-family dwelling units.

F. *Development standards.* Except as modified by this subsection, ADUs and/or JADUs shall conform to the development standards applicable to the lot on which it is located as set forth in the Cypress Zoning Ordinance and/or in an applicable specific plan.

1. *Lot area.* There shall be no minimum lot area required in order to establish an ADU or JADU.

2. *Unit size.*

a. *ADUs.*

i. No ADU shall exceed 1,200 square feet in size.

ii. An attached ADU that is created on a lot with an existing or proposed single-family dwelling is further limited to fifty (50) percent of the floor area of the existing or proposed primary dwelling.

iii. An ADU constructed solely through the conversion of an existing building or structure or in the same location and same dimensions as an existing structure shall be limited in size to the existing square footage of the building or structure converted or replaced, except that an expansion of not more than 150 square feet is permitted to accommodate ingress and egress to the ADU only.

iv. The application of requirements related to lot coverage, floor area ratio, or open space may further limit the size of an ADU; however, in no case shall the application of such requirements limit the size of an ADU to less than 800 square feet.

b. *JADUs*. No JADU shall exceed 500 square feet in size.

c. *Minimum size.* The minimum size of an ADU or JADU shall be at least that of an efficiency unit, as defined in Health and Safety Code Section 17958.1.

3. *Setbacks.*

a. Minimum setbacks of no less than four (4) feet from the side and rear property lines are required for newly constructed ADUs.

b. The minimum setback from the front property line shall be the same setback requirement that applies to the primary dwelling.

c. For conversion of an existing building or structure or replacement in the same location and same dimensions as an existing structure, no additional setback is required beyond the existing setback, provided it is sufficient for fire and safety.

4. *Height*.

a. Newly constructed ADUs shall not exceed one (1) story and a height of sixteen (16) feet.

b. ADUs and JADUs converted from an existing building or structure shall not exceed the height of the existing structure.

5. *Parking*.

a. *ADUs*. A minimum of one (1) parking space shall be provided for each ADU unless they are not required pursuant to paragraph (5.b) below. The required

parking space may be permitted in setback areas or through tandem parking on a driveway.

b. *Exceptions*. Off-street parking for the ADU is not required in the following instances:

i. The ADU is a studio;

ii. The ADU is located within one-half (1/2) mile walking distance of public transit, as that term is defined in Government Code Section 65852.2; or

iii. When parking for the ADU is not required pursuant to Government Code Section 65852.2 (d).

c. *JADUs*. No parking shall be required for JADUs.

d. *No Replacement*. When a garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an ADU or JADU, those off-street parking spaces are not required to be replaced.

6. *Kitchens*.

a. *ADUs*. ADUs shall have a kitchen, as required by the Building Code, which shall include a kitchen sink, cooking device, refrigeration, food preparation counter, and storage cabinets.

b. *JADUs*. JADUs shall include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

7. *Design*. Exterior finished materials on the ADU or JADU shall match the exterior finished materials for the primary dwelling unit.

8. *Fire sprinklers.* Fire sprinklers are required in an ADU only if sprinklers are required in the primary residence.

9. *Exterior access.* An attached or converted ADU or JADU on a single-family lot must have independent exterior access that is separate from the access to the proposed or existing primary dwelling.

10. *Passageway*. No passageway shall be required in conjunction with the construction of an ADU and/or JADU. For the purposes of this chapter, "passageway" shall mean a pathway that is unobstructed, clear to the sky, and extends from the right-of-way to one (1) entrance of the ADU and/or JADU.

11. *Utilities*.

a. *ADUs.* An ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.

b. *JADUs.* A JADU shall be served by the same water, sewer, and other utility connections serving the primary dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

G. *Other requirements.*

1. *No separate conveyance.* Except as otherwise provided in Government Code Section 65852.26 or by other applicable laws, an ADU or JADU may be rented separate from the primary residence(s), but may not be sold or otherwise conveyed separate from the primary residence(s). A lot shall not be subdivided in any manner which would authorize such separate sale or ownership.

2. *Short-term rental prohibited.* Rental of an ADU or JADU for a term of thirty (30) days or less is prohibited.

3. *Owner occupancy requirements.*

   a. *ADUs.*

      i. For any ADU created on or after January 1, 2020, but before January 1, 2025, owner occupancy of the primary dwelling or ADU is not required.

      ii. For all ADUs created on or after January 1, 2025, an owner of record of the lot upon which the ADU is located must occupy either the primary dwelling or ADU as their principal residence.

   b. *JADUs.* An owner of record of the lot upon which a JADU is located must occupy either the JADU or the remaining portion of the primary single-family dwelling as their principal residence. However, the owner occupancy requirement does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

4. *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction shall be recorded against the title of the property in the county recorder's office and a copy filed with the Community Development Department. The deed restriction shall run with the land and bind all future owners. The form of the deed restriction will be provided by the City and shall include the following:

a. The ADU or JADU may not be sold separately from the primary dwelling(s).

b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this subsection, including owner occupancy restrictions and the prohibition on short-term rental.

c. The deed restriction runs with the land and may be enforced against future property owners.

d. The deed restriction may not be modified or terminated without the prior written consent of the director.

e. The deed restriction is enforceable by the director or their designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

5. *Impact fees.*

a. No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.

b. Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or greater in size shall be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).

c. For purposes of this section, “impact fee” does not include any connection fee or capacity charge for water or sewer service.

SECTION 8. A new Subsection 4.19.100 (Reasonable Accommodation) of Appendix I (Zoning) of the Cypress Municipal Code is hereby added as follows:

4.19.100. Reasonable Accommodation.

D. *Purpose of subsection.* The purpose of this subsection is to provide a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (collectively, the “Fair Housing Laws”) in the application of zoning laws, building codes, and other land use regulations, policies, and procedures.

E. *Applicability.*

1. A request for reasonable accommodation may be made by any person with a disability, their representative, or a developer or provider of housing for the disabled, when the application of a zoning law, building code provision, or other land use regulation, policy, or practice denies a person equal access to housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment, or anyone who has a record of such impairment, as those terms are defined in the Fair Housing Laws.

2. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and/or use of housing or housing related facilities that that is necessary to afford an individual with a disability an equal opportunity to housing. Requests for reasonable accommodation shall be made in the manner prescribed by this subsection and shall be approved only for the benefit of one or more individuals with a disability.

3. Where the improvements or modifications approved through a reasonable accommodation would generally require a variance, a variance shall not be required.

F. *Application Requirements.*

1. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

    a. Documentation that the applicant is an individual with a disability, applying on behalf of one or more individuals with a disability, or a developer or provider of housing for one or more individuals with a disability. Documentation may include a letter from a medical doctor or other licensed healthcare professional, a disabled license, or any other appropriate evidence;

    b. The specific code section, regulation, policy or practice from which relief is sought and an explanation of why it is preventing, or will prevent, the use and enjoyment of the subject property by one or more individuals with a disability;

    c. The specific exception or modification requested and an explanation of why it is necessary to provide one or more individuals with a disability equal access to housing;

    d. Verification that the property is or will be the primary residence of the individual(s) for whom the reasonable accommodation is requested; and

e. Any other information that the director reasonably concludes is necessary to make the findings required by this subsection, consistent with Fair Housing Laws.

2. *Other discretionary permits.* If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval, then the applicant shall file the application submittal information together with the application for discretionary approval for concurrent review.

3. *Fee.* No fee shall be required for a request for reasonable accommodation, but if the project requires another permit, then the prescribed fee shall be paid for all other permits.

G. *Authority.*

1. *Director.* Requests for reasonable accommodation shall be reviewed by the director, or designee, unless another discretionary approval is sought for which the City Council is the reviewing authority.

2. *City Council.* Requests for reasonable accommodation shall be reviewed by the City Council when they are submitted for concurrent review with another discretionary land use application for which the City Council is the reviewing authority.

H. *Proceedings.*

1. *Director's action.* For requests reviewed by the director, the director shall issue a written determination within 30 days of the date of receipt of a complete application.

2. *City Council action.* For requests reviewed by the City Council, the processing procedures of the discretionary land use permit shall govern the joint processing of both the request for reasonable accommodation and the discretionary land use permit.

3. The reviewing authority's written decision shall set forth the findings in accordance with paragraph F (Findings), any conditions of approval, and notice of the right to appeal, if applicable.

4. *Conditions of approval.* The reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation complies with the findings required by this subsection.

5. *Alternative reasonable accommodations.* The reviewing authority may approve alternative reasonable accommodations that provide an equivalent level of benefit to the individual(s) with disabilities.

6. *Appeals.* If the director does not grant the reasonable accommodation request, or if the applicant disagrees with any conditions imposed on the granting of the reasonable accommodation, the applicant may file an appeal to the City Council in compliance with Section 27 (Appeals) including that the appeal be submitted in writing before 5:00 p.m. of the fourteenth (14th) day following the date the decision was rendered by the director. Decisions on reasonable accommodation requests made by the City Council are final.

7. A reasonable accommodation is granted to an individual(s) and shall not run with the land. If the persons for which the accommodation were granted vacate the residence, the reasonable accommodation shall remain in effect only if the director determines that:

    a. The modification is physically integrated on the property and cannot feasibly be removed or altered; or

    b. The accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The director may request the applicant or their successor in interest to the property to provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty (30) days of the date of a written request by the City shall constitute grounds for discontinuance by the City of the previously approved reasonable accommodation.

I. *Findings.* A request for reasonable accommodation shall be approved, with or without conditions, if the review authority first finds, based upon all the evidence presented, all of the following:

1. The housing which is the subject of the request for reasonable accommodation will be occupied by one or more individuals with disabilities protected under Fair Housing Laws;

2. The reasonable accommodation is necessary to make housing available to one or more individuals with a disability protected under the Fair Housing Laws;

3. The requested accommodation will not impose an undue financial or administrative burden on the City; and

4. The requested accommodation will not require a fundamental alteration in the nature of the City's zoning or building laws, policies, and/or procedures.

SECTION 9. Subsection 4.18.040 (Authority for land use and zoning decisions) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

4.18.040. Authority for land use and zoning decisions.

Table 4-1 (Review Authority) identified the city official or authority responsible for reviewing and making decisions on each type of application or land use entitlement required by this zoning ordinance.

TABLE 4-1
REVIEW AUTHORITY

Type of Entitlement or Decision	*Applicable Citation*	*Director*	*Council*
Adjustments	4.19.050	Approve (1)	Appeal
Conditional Use Permits	4.19.070	Recommend (2)	Approve
Development Agreements	Section 21	Recommend	Approve
Design Reviews	4.19.060	Recommend	Approve
Director's Reviews	4.19.030	Approve (3)	Appeal (4)
General Plan Amendments	Section 28	Recommend	Approve
Home Occupation Permits	4.19.060	Issue	Appeal
Interpretations	1.02.020	Issue	Appeal
Reasonable Accommodation	4.19.100	Approve (5)	Appeal
Sign Permits	Section 15	Issue	Appeal
Specific Plans	Section 20	Recommend	Approve
Temporary Use Permits	4.19.040	Approve	Appeal
Variances	4.19.080	Recommend	Approve
Zoning Clearances	4.19.020	Issue	Appeal
Zoning Map Amendments	Section 28	Recommend	Approve
Zoning Ordinance Amendments	Section 28	Recommend	Approve

Notes:

(1) The director may defer action and refer any permit or approval application to the council for final determination.
(2) "Recommend" means that the review authority makes a recommendation to a higher review authority; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier review authority, in compliance with section 27 (Appeals).
(3) All decisions of the director are appealable to council, in compliance with section 27 (Appeals).
(4) All decisions of the council are final.
(5) When requests for reasonable accommodation are submitted for concurrent review with another discretionary land use application for which the council is the reviewing authority, the council shall also review the request for reasonable accommodation.

SECTION 10. The alphabetical list of definitions in Section 31 (Definitions) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with the all definitions renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

6.31.020. Definitions of specialized terms and phrases.

D. *Definitions, "D."*

Density bonuses. A density bonus~~, as defined by Government Code § 65915 et seq.,~~ is an increased residential density ~~of at least twenty-five (25) percent~~ over the

maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable ~~very low and/or low income~~ dwelling units pursuant to Government Code Sections 65915-65918.

Dwelling unit, accessory. An attached or detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code; and

2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Dwelling unit, junior accessory. A unit that is no more than 500 square feet in size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

G. *Definitions, "G."*

~~*Granny unit.* A dwelling unit, either attached to or detached from, a primary residence on a parcel that is zoned for a single-family residence, that is intended for the sole occupancy of one or two (2) adult persons who are sixty-two (62) years of age or over, consistent with Government Code Section 65852.1, as amended from time to time. The area of floor space of an attached granny unit shall not exceed thirty (30) percent of the existing living area. The area of the floor space of a detached granny unit shall not exceed one thousand two hundred (1,200) square feet.~~

S. *Definitions, "S."*

~~*Second dwelling unit.* A second permanent dwelling unit that is attached to or detached from an existing single-family residential dwelling unit which provides complete independent living facilities for one or more persons, as defined in Government Code Section 65852.2(i)(4), as it exists or as it may be amended from time to time. The second dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the existing unit is situated. A second dwelling unit may be an efficiency unit, as defined in Health and Safety Code Section 17958.1, as amended, or a manufactured home, as defined in Health and Safety Code Section 18007, as amended. (See subsection 3.17.200 (Second dwelling units).)~~

SECTION 11. CEQA. In accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, adoption of this Ordinance is exempt in that it can be seen with certainty that there is no possibility that the Ordinance may have

a significant effect on the environment. The adoption of the proposed ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The ordinance is limited to establishing procedures and standards for accessory dwelling units and density bonuses pursuant to State law. Reasonable accommodation procedures established are in compliance with federal and State fair housing laws. No new construction is proposed.

SECTION 12. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of Cypress declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this Ordinance are declared invalid.

SECTION 13. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 14. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ___ day of _____, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the 23rd day of May, 2022, by the following roll call vote:

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

_____

CITY CLERK OF THE CITY OF CYPRESS

ZONING ORDINANCE AMENDMENTS – REDLINED VERSION

(~~Strikethrough text~~ represents deleted language while underlined red text represents added language.)

Subsection 2.05.030

TABLE 2-2
ALLOWABLE USES AND PERMIT REQUIREMENTS
FOR RESIDENTIAL ZONING DISTRICTS

Land Use	*Permit Requirement by District*						
	RS-15000	*RS-6000*	*RS-5000*	*RM-15*	*RM-20*	*MHP-20*	*See Section*
Residential							
Accessory Dwelling Units	P	P	P	P	P		3.17.200
~~Granny Units~~	~~C~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~6.31.020(G)~~
~~Second Dwelling Units not more than 640 sq. ft.~~	~~P~~	~~P~~	~~P~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~
~~Second Dwelling Units more than 640 sq. ft.~~	~~C~~	~~C~~	—	—	—	—	~~3.17.200~~

Subsection 2.05.050

TABLE 2-4
RESIDENTIAL ZONING DISTRICT PARKING REQUIREMENTS

Residential Uses	*Vehicle Spaces Required*
Residential Land Uses	
Accessory Dwelling Units	See Section 3.17.200(F)(5)
~~Second dwelling units~~	~~1 space per bedroom in addition to the spaces required for the single-family dwelling unit on the site. If the second dwelling unit is conditionally approved pursuant to Section 3.17.200(I), the required parking spaces shall be enclosed.~~

Subsection 3.11.050

TABLE 3.1
ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS
RESIDENTIAL ZONING DISTRICTS

Feature	*Front Setback*	*Rear Setback*	*Side Setback*
Architectural adornments such as cornices, eaves, sills, etc.	4 feet	4 feet	Not more than one-half of the required side setback
Balconies (a)	6 feet	6 feet	6 feet
Bay window or similar feature which does not extend the structure's foundation	4 feet	4 feet	Not more than one-half of the required side setback
Canopies, Pop up	Not allowed	Not allowed	Not allowed
Chimneys	4 feet	4 feet	Not more than one-half of the required side setback
Fire escapes	Not allowed	No restriction	No restriction
Canopies, gazebos, patio covers — open	Not allowed	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the rear property line.	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the side property line.
Pool motors and similar equipment	Not allowed	May be located anywhere within rear setback.	May be located anywhere within side setback. ~~Refer to additional requirements in Subsection 3.17.200 (Second Dwelling Units)~~
Porches	4 feet	4 feet	Not more than one-half of the required side yard setback
Roofs of accessory structures (b)	Not allowed	No closer than 5 feet to the lot line	No closer than 5 feet to the lot line, except for units developed on zero lot line parcels

Notes:

(a) Balconies shall be limited in width to six feet. Second floor decks other than balconies, such as (e.g., sundecks) are prohibited.

(b) Roofs shall be no more than 10 feet in height.

SECTION 12. DENSITY BONUS

3.12.010. Purpose.

The purpose of this section is to provide incentives for the production of affordable housing in accordance with California Government Code Sections 65915-65918 ("State Density Bonus Law").

A. *Purpose.* This section is established in compliance with the provisions of Government Code Section 65915 et seq. to encourage the development of affordable housing for both the rental and for-sale housing markets. The city recognizes that incentives are often necessary to encourage development of affordable housing and to ensure that the housing reflects the high-quality standards of development appropriate for all housing types throughout the city.

B. *Inclusionary housing policy.* Residential development constructed in redevelopment project areas established by the Cypress Redevelopment Agency shall meet the provisions in the inclusionary housing policy adopted by Resolution No. CRA-109 on March 24, 2003, as amended from time to time.

C. *State law.* The provisions of California Government Code Sections 65915-65918 pertaining to density bonuses and other incentives are hereby adopted, as amended from time to time, as part of this subsection.

3.12.020. Definitions.

The definitions found in State Density Bonus Law shall apply to the terms contained in this section.

Affordable payments. Monthly payments for an owner-occupied unit that:

a. Do not exceed thirty (30) percent of the low and/or very low income individual's or family's monthly income; and
b. Include principal and interest on any mortgage, taxes, insurance, and association dues.

Affordable rent.

a. For those units targeted for individuals and families of low income, a monthly rental rate which does not exceed thirty (30) percent of sixty (60) percent of area median income;
b. For those units targeted for individuals and families of very low income, a monthly rental rate which does not exceed thirty (30) percent of fifty (50) percent of area median income.

Affordable units. Units set aside as a condition to granting the density bonus and to be inhabited by individuals and families of low and/or very low income (known collectively as "lower").

Applicant. The owner or developer of real property who proposes to construct a qualified project providing affordable units for low and/or very low-income individuals and families.

Area median income. Income levels adopted in conformance with the United States Housing Act of 1937, 42 USC section 1437 et seq. and adopted by the State of California, Department of Housing and Community Development in title 25, California

Code of Regulations (CCR), Section 6932, which implements Health and Safety Code, section 50093.

Child care facility. A child care facility other than a family day care home, including but not limited to, infant centers, preschools, extended day care facilities, and school age child care centers.

Density. The number of housing units net per acre, unless otherwise stated, for residential uses.

Density bonus. A density increase over the otherwise maximum allowable density for the general plan land use designation and zoning for the site of the proposed development as of the date of application by the applicant to the city. The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units meet or exceed the percentages established in California Government CodeSection 65915.

Development standard. A site or construction condition including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an on-site open space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

Elderly individuals. Individuals and families who meet the qualifications of Health and Safety Code, section 50067.

Low-income individuals. Individuals and families with incomes at or below the range established by Health and Safety Code, section 50079.5, and delineated at 25 CCR 6932; and also includes elderly individuals and families as defined in Health and Safety Code, section 50067.

Maximum allowable residential density. The density allowed under the zoning ordinance and land use element of the general plan.

Owner-occupied projects. Qualified projects for which a density bonus has been granted and whose units are designed to be sold to low-income or very low-income individuals or families, as opposed to being rented to low-income or very low-income individuals or families.

Qualified project. Either an owner-occupied project or a rental project for a housing development consisting of five (5) or more units for which the applicant agrees to construct twenty (20) percent or more of the units for occupancy by lower income individuals and families or ten (10) percent of the total units for individuals and families of very low income.

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~~*Rental projects.* Density bonus projects designed to serve individuals and families of low income and/or very low income on a rental basis where rent payments do not exceed one-third of the individual's or family's qualified monthly income.~~

~~*Reserved retained proceeds.* The difference between the market rate resale price of the affordable unit(s) during the restricted period and the amount of the resale price the owner is authorized to retain under the provisions of 3.12.060C.1. and D.1. (Minimum requirements—Owner-occupied units).~~

~~*Section 8.* Section 8 of the United States Housing Act of 1937, as amended, now codified at 42 U.S.C. Section 1437 et seq.~~

~~*Very low income individuals.* Individuals and families with incomes at or below the range established by Health and Safety Code, section 50105, and delineated at 25 CCR 6932.~~

3.12.030. Applicability.

This section applies to a "housing development", as defined in Government Code Section 65915(i), or an "eligible housing development", as defined in Government Code Section 65917.2, when an applicant proposes a density increase above the maximum allowable density and/or other regulatory incentives and concessions in exchange for reserving a portion of the units for lower-income, moderate-income, or senior households, as provided in this section and State Density Bonus Law.

3.12.040. Application Requirements

A. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

1. How the proposed project will satisfy the eligibility requirements of Government Code Section 65915 or 65917.2.

2. The requested density bonus pursuant to subsection 3.12.050 (Density Bonus).

3. Any incentives and concessions that are sought under Government Code Section 65915(d). The applicant shall provide reasonable documentation to show that any requested incentive or concession will result in identifiable and actual cost reductions to provide for affordable housing costs or rents.

4. Any waivers and reductions that are sought under Government Code Section 65915(e). The applicant shall provide reasonable documentation that the development standard(s) for which the waiver is requested will have the effect of physically precluding the development at the densities or with the concessions or incentives permitted by State Density Bonus Law.

5. Any requested parking reductions sought under Government Code Section 65915(p).

6. Documentation of how the project will comply with Government Code Section 65915(c)(3) pertaining to replacement units.

B. *Fee.* Payment of a fee in an amount set by resolution of the City Council, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. *Concurrent review.* Density bonus requests shall be filed concurrently with the other planning permit application(s) required for the development. The density bonus request shall be processed concurrently with the underlying planning permit or entitlement for the project.

3.12.050. Density Bonus.

A. *Calculation.* Density bonuses shall be calculated as set forth in Government Code Section 65915 and 65917.2.

1. In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.

2. When calculating the number of affordable units needed for a given density bonus, any fractions of affordable units shall be rounded up to the next whole number.

3. The density bonus units shall not be included in determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law.

B. Each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one income category or additionally as senior housing or housing intended to serve transitional foster youth, disabled veterans, or homeless persons, or other category qualifying for a density bonus under the State Density Bonus Law, the applicant shall select the category under which the density bonus is granted.

C. The applicant may elect to receive a density bonus that is less than the development is entitled to under State Density Bonus Law, including a density bonus of zero. In such cases, the applicant retains their entitlement to incentives, concessions, and parking reductions as provided in State Density Bonus Law.

3.12.060. Incentives and Concessions.

A. The applicant may request up to the number of incentives and concessions for which the project is entitled pursuant to Government Code Section 65915(d)(2).

B. The City shall grant requested incentives and concessions unless a specified finding is made as set forth in Government Code Section 65915(d)(1). However, the City is not required to deny a proposed incentive or concession solely because it can make a finding under Government Code Section 65915(d)(1).

3.12.070. Waivers and Reductions.

A. An applicant may submit to the City a proposal for waivers and reductions of development standards that physically prevent construction of a housing development and density bonus units meeting the criteria of Government Code Section 65915(b).

B. The City may deny waivers and reductions for the reasons set forth in Government Code Section 65915(e)(1).

3.12.080. Affordable Housing Requirements

A. *Maximum affordable housing costs.* The maximum total housing costs paid by a qualifying household, adjusted for household size appropriate for the unit, shall be pursuant to Health and Safety Code Sections 50052.5 and 50053.

B. *Term of affordability.* The term of affordability for affordable units shall be at least the period of time required by Government Code Section 65915(c).

C. *Sale and resale of owner-occupied units.* Sale and resale of owner-occupied units is subject to the requirements of Government Code Section 65915(c)(2).

D. *Development Standards.*

1. All affordable units shall be reasonably dispersed throughout the housing development.

2. Affordable units shall be made available for occupancy concurrently with or prior to the market rate units in the development. In the event the City approves a phased project, the affordable units shall be provided proportionately within each phase.

3. Affordable units shall be comparable with the market rate units in terms of design, construction quality, exterior appearance, exterior finished quality, and size.

4. The bedroom mix of the affordable units shall be equivalent to the bedroom mix of the market rate units of the development, unless otherwise approved by the City.

5. *Comparable amenities.* Residents of affordable units shall have equal access to project amenities available to other residents, including, but not limited to, access to recreational, parking, and storage facilities and interior amenities such as microwaves and dishwashers.

6. *Parking*. Unless the City's adopted parking standards will result in fewer parking spaces, the applicant may request a reduction in parking standards pursuant to Government Code Section 65915(p).

3.12.090. Affordable Housing Agreement and Senior Housing Agreement.

A. *Affordable Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waivers for the provision of affordable housing shall enter into an Affordable Housing Agreement with the City in a form approved by the City Attorney. The Affordable Housing Agreement shall, at a minimum, include the following:

1. The total number of units and the number of units that will be made affordable;

2. The size, bedroom count, and location of each affordable unit;

3. The income levels of the affordable units and an acknowledgement that the City will verify tenant and home buyer incomes to maintain the affordability of the units;

4. The term of affordability for the units, which shall not be less than the period of time required by Government Code Section 65915;

5. The approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any;

6. Schedule of development for all units; and

7. An affirmative fair marketing plan that is approved by the City to ensure advertising of the availability of the affordable units to a wide spectrum of City residents.

B. *Senior Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waiver for the provision of market rate senior housing shall enter into a Senior Housing Agreement with the City in a form approved by the City Attorney. The Senior Housing Agreement shall require the development to operate as a senior citizen housing development pursuant to Government Code Section 65915(b)(1)(C). The Senior Housing Agreement shall also include the following:

1. Approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any; and

2. Schedule of development for all units.

C. *Recordation.* The executed Affordable Housing Agreement or Senior Housing Agreement shall be recorded against the housing development prior to final map approval or, where a map is not being processed, prior to the issuance of building permits. The Affordable Housing Agreement or Senior Housing Agreement shall bind all future owners and successors in interest for the term of years specified therein.

3.12.100. Enforcement and Monitoring.

A. The provisions of this section shall apply to all developers and their agents, successors, and assigns proposing a housing development governed by this section. No building permit or certificate of occupancy shall be issued, nor any entitlement granted, for a project receiving a density bonus, incentive, concession, or waiver until it meets the requirements of this section.

B. The director shall establish administration regulations which contain guidelines and procedures for the effective implementation of this section. The administrative regulations may include fees for monitoring, reports, transactions, and other administrative activities to the extent allowable by State Density Bonus Law. All fees shall be approved by the City Council in an amount set by resolution, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. All affordable units shall be rented or owned in accordance with this section and the administrative guidelines. Any individual who sells or rents an affordable unit in violation of the provisions of this section shall be required to forfeit all monetary amounts so obtained.

D. The City Attorney shall be authorized to enforce the provisions of this section and all Affordable Housing Agreements, Senior Housing Agreements, covenants, resale restrictions, promissory notes, deeds of trust, and other requirements placed on affordable units by civil action and any other proceeding or method permitted by law.

3.12.110. Interpretation.

If any portion of this subsection conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with State Density Bonus Law.

~~**3.12.030. Participation requirements.**~~

~~A. *Minimum number of units.* Only housing developments consisting of five or more housing units shall be eligible for a density bonus in compliance with the provisions of this section 12.~~

~~B. *Pre-application and application process.*~~

1. *Pre-application process.* Before the submittal of a formal application for a density bonus, the applicant shall complete and submit a pre-application consistent with the requirements of the Department. A pre-application conference shall be conducted with the Director or his designee for the purpose of reviewing the provisions of this Section 12 and discussing the incentives or concessions that may be applied to the proposed project.

2. *Written notification of process for project's qualification to receive density bonus.* Within ninety (90) days after receipt of the pre-application, the department shall notify the applicant in writing of the procedures under which the application shall comply with the provisions of this section 12 and Government Code section 65915 et seq. Included within that determination, which shall be approved by the Planning Agency, shall be the method of compliance to be utilized for this project, including the incentive and/or concession outlined in subsection 3.12.040A. (City incentives to encourage participation—Incentives and concessions).

3. *Application process.* Following receipt of the notice of the department described in subparagraph 2 above, the applicant may submit a formal application consistent with the requirements of section 18 (Applications, Processing, and Fees).

4. *Waiver of standards if project not economically feasible.* If the applicant believes that a waiver or modification of applicable development and zoning standards is necessary to make the project economically feasible, the applicant shall bear the burden of showing that a waiver or modification is necessary.

3.12.040. City incentives to encourage participation.

A. *Incentives and concessions.* In addition to granting the density bonus for a qualifying project in compliance with this section, the city shall grant one (1) to three (3) incentive(s) or concession(s) for each project, depending on the percentages of affordable units that the developer provides as set forth in Government Code Section 65915, subsection (d), as follows:

1. *Incentives.* Incentives shall include:
   a. Subsidized development fees;
   b. Mixed-use zoning (combination of housing with commercial, office, industrial, or other land uses which will reduce the cost of the housing development);
   c. Waiver of certain development fees; and
   d. Direct financial participation by the city.

2. *Concessions.* Concessions shall include:
   a. Increases in parcel coverage;
   b. Decreases in minimum parcel size allowed for development;
   c. Reduction in side setbacks;
   d. Reduction in rear setbacks;

e. Coordination of placement and responsibilities for public works improvements;
f. Reduction in local building standards to those minimums approved by the state;
g. Reduction in the number of required off-street parking spaces; or
h. Waiver of certain fee or dedication requirements.

B. *Additional density bonus.* An applicant shall be eligible for an increased density bonus for a housing development that includes a donation of land and/or a child care facility, subject to the conditions and provisions set forth in Government Code Section 65915, subsections (g) and (h), respectively.

C. *Vehicle parking ratio.* In accordance with Government Code Section 65915, subsection (p), the following minimum vehicle parking ratios shall be applied to qualifying density bonus projects. Upon the request of the developer, the city shall allow the following vehicle parking ratios, inclusive of handicapped and guest parking, of a development meeting the criteria for a density bonus as set forth in this ordinance:
1. Zero (0) to one (1) bedroom: One (1) onsite parking space.
2. Two (2) to three (3) bedrooms: Two (2) onsite parking stalls.
3. Four (4) or more bedrooms: Two and one half (2½) parking spaces.
4. A density bonus development may provide onsite parking through tandem parking or uncovered parking, but not through on-street parking.
5. An applicant may request parking incentives or concessions beyond those provided in this subsection.

3.12.050. Minimum requirements—Rental units.

A. *Number of affordable units.* An applicant may request a density bonus whenever an applicant agrees to construct a rental project that will contain one (1) of the following:

1. Ten (10) percent or more of the units set aside for occupancy by lower income individuals and families; or
2. Five (5) percent or more of the units set aside for occupancy by very low income individuals and families; or
3. A senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

B. *Standards and limitations.* A request for a density bonus shall be granted subject to the following standards and limitations.

1. *Eligibility requirements.* The proposed project qualifies under the applicable definitions outlined in subsection 3.12.020 (Definitions), above.
2. *Number of bonuses, incentives, or concessions.* The applicant is eligible for both a density bonus and at least one additional incentive or concession.

3. *Type of bonuses, incentives, or concessions.* The additional incentive or concession shall be from the list provided in subsection 3.12.040A. (City incentives to encourage participation—Incentives and concessions), above.
4. *Written density bonus agreement.* The applicant shall enter into and execute a written density bonus agreement with the city before the issuance of any building permits. This density bonus agreement shall specifically outline the terms of the density bonus and shall identify any additional incentive or concession provided.
5. *Time periods for affordability restrictions.* Units set aside for lower income individuals and families (the affordable units) shall be affordable at affordable rents as defined in subsection 3.12.020 (Definitions—Affordable rent) for a period of at least thirty (30) years.
6. *Thirty-year or longer time period for affordability restrictions when direct government financial assistance.* Units constructed as a rental project to serve individuals and families of low and/or very low income for which the rental project receives direct financial assistance from the federal or state government or from the city redevelopment agency, or housing authority, including local construction or mortgage financing assistance, mortgage insurance, rent subsidies, reduced cost realty, or similar financial participations, shall be reserved for a period of thirty (30) years. A longer period of time may be established if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or applicable redevelopment law.
7. *Affordable units comparable in quality to entire project.* Units financed under section 1472 and 1490(a) of Title 42 of the United States Code shall be subject to the applicable restrictions of that title. The applicant shall ensure, and the city shall review for compliance, that the units designated for lower income individuals and families contain a bedroom mix representative of the entire development and contain comparable quality amenities representative of the entire project. In no instance shall the applicant be entitled to downgrade the affordable units or to make them of lesser quality or in any way prejudice or stigmatize the designated unit and/or its residents.
8. *Liquidated damages provision required in density bonus agreement.* The recorded covenants for the rental project shall provide for liquidated damages to be paid to the city, or any housing authority acting on the city's behalf, in the event of a breach of the terms of the density bonus agreement required under this section. The liquidated damages shall be outlined in the agreement, determined in advance by the city, and shall relate directly to the anticipated costs of providing replacement affordable units for the balance of the term of the density bonus agreement required in compliance with this section 12.
9. *Participation in Orange County Single-Family Revenue Bond Program.* The applicant may participate in the County of Orange Single-family Revenue Bond Program and shall conform to the criteria established by the bond program requiring affordability for lower income or very low income individuals and families. However, the applicant shall also be required to meet the standards, requirements, conditions, and terms of the density bonus program and this section 12 established by the city. In the event of conflict between the terms and conditions of the county program and this section, the conflict shall be resolved

in, and governed by, the density bonus agreement between the city and the applicant.

C. *Right of Planning Agency to disapprove additional incentive or concession.* After evaluating any additional incentive or concession that could result in the rental project being produced at the reduced cost, the planning agency may make a written finding that the additional incentive or concession is not required in order for rents for the affordable units to qualify as affordable in compliance with subsection 3.12.020 (Definitions—Affordable rent) above.

3.12.060. Minimum requirements—Owner-occupied units.

A. *Number of affordable units.* An applicant may request a density bonus whenever an applicant agrees to construct a rental project that will contain one (1) of the following:

1. Ten (10) percent or more of the units set aside for occupancy by lower income individuals and families; or
2. Five (5) percent or more of the units set aside for occupancy by very low income individuals and families; or
3. A senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.
4. Ten (10) percent of the total dwelling units in a common interest development as defined in Section 1351 of the Civil Code for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

B. *Standards and limitations.* A request for a density bonus shall be granted subject to the following standards and limitations.

1. *Eligibility requirements.* The proposed project qualifies under the applicable definitions outlined in subsection 3.12.020 (Definitions), above.
2. *Number of bonuses, incentives, or concessions.* The applicant is eligible for both a density bonus and at least one additional incentive or concession.
3. *Type of bonuses, incentives, or concessions.* The additional incentive or concession shall be from the list provided in subsection 3.12.040A. (Incentives and concessions) above.
4. *Written density bonus agreement.* No application for a development project that includes an owner-occupied density bonus unit shall be complete unless and until the applicant has entered into and executed a written density bonus agreement provided to the applicant by the city. This density bonus agreement shall specifically outline the terms of the density bonus and identify any additional incentive or concession provided. Applicants seeking to utilize the "affordability plan" option provided in subsection 3.12.060C. (Determination of initial selling price) shall submit an "affordability plan" concurrently with the filing of the application for the development project.

5. *Time periods for affordability restrictions.* Units set aside for lower income individuals and families (the affordable units) shall be affordable at affordable rents as defined in subsection 3.12.020 (Definitions—Affordable rent) for a period of at least thirty (30) years.
6. *Thirty-year or longer time period for affordability restrictions when direct government financial assistance.* Units constructed as an owner-occupied project for which the owner-occupied project receives direct financial assistance from the federal or state government or from the city redevelopment agency, or housing authority, including local construction or mortgage financing assistance, mortgage insurance, rent subsidies, reduced cost realty, or similar financial participations shall be reserved for a period of thirty (30) years. A longer period of time may be established if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or applicable redevelopment law.
7. *Affordable units comparable in quality to entire project.* Units financed under section 1472 and 1490(a) of title 42 of the United States Code shall be subject to the applicable restrictions of that title. The applicant shall ensure, and the city shall review for compliance, that the units designated for lower income individuals and families contain a bedroom mix representative of the entire development and contain comparable quality amenities representative of the entire project. In no instance shall the applicant be entitled to downgrade the affordable units or to make them of lesser quality or in any way prejudice or stigmatize the unit and/or its residents.
8. *Liquidated damages provision required in density bonus agreement.* The recorded covenants for the owner-occupied project shall provide for liquidated damages to be paid to the city, or any housing authority, acting on the city's behalf, in the event of a breach of the terms of the agreement required under this section. The liquidated damages shall be outlined in the density bonus agreement, determined in advance by the city, and relate directly to the anticipated costs of providing replacement affordable units for the balance of the term of the density bonus agreement required in compliance with this section 12.
9. *Participation in Orange County Single-Family Revenue Bond Program.* The applicant may participate in the County of Orange Single-family Revenue Bond Program and shall conform to the criteria established by the bond program requiring affordability of lower income or very low-income individuals and families. However, the applicant shall also be required to meet the standards, requirements, conditions, and terms of the density bonus program and this section established by the city. In the event of conflict between the terms and conditions of the county program and this section 12, the conflict shall be resolved in, and governed by, the density bonus agreement between the city and the applicant.

C. *Determination of initial selling price.* The initial selling price of the affordable unit(s) shall be based upon one of the following mechanisms:
1. Maximum total unit price capped at three (3) times income and monthly payments capped at thirty (30) percent of income. The total unit price for a

qualified affordable unit shall not be more than three (3) times the income of the low and/or very low income individuals or families purchasing an affordable unit. The monthly payments including principal, interest, taxes, insurance, and association dues, if any, shall not exceed thirty (30) percent of the income of the low or lower income individuals or families buying the unit(s) based on a fully amortized thirty-year fixed rate mortgage or a thirty-year variable rate mortgage with monthly payments that cannot increase more than seven and one-half (7 1/2) percent per year. With the variable rate mortgage and allowed increases, the total monthly payments shall not exceed thirty (30) percent of the monthly income of the low or lower income individuals or families purchasing the unit(s). Down payment requirements shall not exceed that customarily required in the lending industry for units selling at a comparable price.

2. *Council-approved affordability plan.* The total unit price for the affordable unit(s) may be based on an "affordability plan" submitted by the applicant with the application for a density bonus. An "affordability plan" shall demonstrate to the satisfaction of the Director that the affordable unit(s) sold under the affordability plan will be affordable to individuals and families of low and lower income. Utilization of the affordability plan shall only be available to an applicant if the plan is specifically approved by the planning agency at the time the planning agency approves the project.
3. *Pricing mechanism in absence of request for affordability plan or approval of affordability plan.* The failure of the planning agency to approve or the applicant to request or submit an affordability plan at the time the application for the project is complete or deemed complete shall mean the pricing mechanism outlined in subparagraph B.1. above controls.

D. *Resale of affordable units—Ten-year period.* Refer to the resale requirements for thirty-year period, as described in the following subsection E.

E. *Resale of affordable units—Thirty-year period.* The city shall enforce an equity-sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following shall apply to the equity-sharing agreement:

1. The city's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.
2. Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy, as defined in subparagraph 2. herein, and its proportionate share of appreciation, as defined in subparagraph 3. herein, which amount shall be used within five (5) years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership.

3. The city's proportionate share of appreciation shall be equal to the ratio of the city's initial subsidy to the fair market value of the home at the time of initial sale.
4. Lien for performance of affordability requirements. The reserved retained proceeds shall constitute the city's security for performance of the affordability requirements and shall be in the nature of a lien on the affordable unit(s). The lien shall be released by the payment to the city by the property owner of the reserved retained proceeds or by the termination of the period during which the affordable unit(s) is/are to remain affordable.

F. *Right of planning agency to disapprove additional incentive or concession.* In accordance with the provisions set forth in Government Code Section 65915, subsections (d) and (e), the city shall not be required to grant an incentive or concession that would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the Government Code, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

3.12.070. Rental or leasing of affordable owner-occupied units unlawful.

It shall be unlawful and an infraction, subject to punishment in compliance with section 1-7(b) and (c) (General penalty; continuing violations) of the Municipal Code, for the owner(s) of an owner-occupied affordable unit subject to the provisions of this section to rent, lease, sublease, sublet, subrent, hire-out, let, underlease, underrent, or otherwise let for consideration the unit. This restriction shall not prohibit owner-occupant(s) from having roommates as paying tenants of the unit, so long as the owner-occupant(s) reside(s) at the unit.

Subsection 3.17.020(B)

B. *Accessory structures used for living purposes*. An accessory structure used for living purposes shall meet the requirements of subsection 3.17.200 (~~Second~~ Accessory dwelling units).

Subsection 3.17.200

3.17.200. ~~Second~~ Accessory dwelling units.

A. *Purpose.* The purpose of this subsection is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections 65852.2 and 65852.22.

B. *Effect of conforming.* An ADU or JADU that conforms to the provisions of this subsection shall:

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;

2. Be deemed a residential use that is consistent with the existing general plan and zoning designation for the lot upon which it is located; and

3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

C. *Application and review procedures.*

1. *Review.* Applications for ADUs or JADUs shall be considered ministerially through the plan check process. The director or their designee shall consider and approve or disapprove a complete application for an ADU or JADU within 60 days from the date the City receives a complete application. Review is limited to whether the proposed ADU or JADU complies with the requirements of this subsection. If the application to create an ADU or JADU is submitted concurrently with an application to create a new single-family dwelling on the lot, the director may delay acting upon the application for the ADU or JADU until the City acts on the application to create the new single-family dwelling.

2. *Nonconformities.* The correction of nonconforming zoning conditions shall not be required for the creation of an ADU or JADU.

D. *Locations permitted.*

1. ADUs conforming to the provisions of this subsection may be located on any lot in the City that is zoned to allow single-family or multi-family residential uses and that includes a proposed or existing legally developed single-family or an existing legally developed two-family or multi-family dwelling.

2. JADUs conforming to the provisions of this subsection may be located within a proposed or existing legally developed single-family dwelling on any lot in the City that is zoned to allow single-family residential uses.

3. ADUs and JADUs shall not be permitted on any parcel that has obtained a permit for a two-unit development and urban lot split pursuant to Government Code Sections 65852.21 and 66411.7.

E. *Number of ADUs and JADUs permitted.*

1. *Single-family lots.* No more than one (1) ADU and one (1) JADU is permitted on a lot developed or proposed to be developed with a single-family dwelling.

2. *Multi-family lots.* A lot developed with a two-family or multi-family dwelling shall be permitted either:

a. No more than two (2) detached ADUs; or

b. Up to twenty-five (25) percent of the number of existing multi-family dwelling units within existing multi-family or two-family dwelling structures. The ADUs must be converted from portions of the existing multi-family dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. For the purposes of calculating the number of allowable ADUs, the following shall apply:

i. Fractions shall be rounded down to the next lower whole number of dwelling units, except that at least one (1) ADU shall be allowed.

ii. Previously approved ADUs shall not count towards the existing number of multi-family dwelling units.

F. *Development standards.* Except as modified by this subsection, ADUs and/or JADUs shall conform to the development standards applicable to the lot on which it is located as set forth in the Cypress Zoning Ordinance and/or in an applicable specific plan.

1. *Lot area.* There shall be no minimum lot area required in order to establish an ADU or JADU.

2. *Unit size.*

a. *ADUs.*

i. No ADU shall exceed 1,200 square feet in size.

ii. An attached ADU that is created on a lot with an existing or proposed single-family dwelling is further limited to fifty (50) percent of the floor area of the existing or proposed primary dwelling.

iii. An ADU constructed solely through the conversion of an existing building or structure or in the same location and same dimensions as an existing structure shall be limited in size to the existing square footage of the building or structure converted or replaced, except that an expansion of not more than 150 square feet is permitted to accommodate ingress and egress to the ADU only.

iv. The application of requirements related to lot coverage, floor area ratio, or open space may further limit the size of an ADU; however, in no case shall the application of such requirements limit the size of an ADU to less than 800 square feet.

b. *JADUs*. No JADU shall exceed 500 square feet in size.

c. *Minimum size.* The minimum size of an ADU or JADU shall be at least that of an efficiency unit, as defined in Health and Safety Code Section 17958.1.

3. *Setbacks.*

a. Minimum setbacks of no less than four (4) feet from the side and rear property lines are required for newly constructed ADUs.

b. The minimum setback from the front property line shall be the same setback requirement that applies to the primary dwelling.

c. For conversion of an existing building or structure or replacement in the same location and same dimensions as an existing structure, no additional setback is required beyond the existing setback, provided it is sufficient for fire and safety.

4. *Height*.

a. Newly constructed ADUs shall not exceed one (1) story and a height of sixteen (16) feet.

b. ADUs and JADUs converted from an existing building or structure shall not exceed the height of the existing structure.

5. *Parking*.

a. *ADUs*. A minimum of one (1) parking space shall be provided for each ADU unless they are not required pursuant to paragraph (5.b) below. The required parking space may be permitted in setback areas or through tandem parking on a driveway.

b. *Exceptions*. Off-street parking for the ADU is not required in the following instances:

i. The ADU is a studio;

ii. The ADU is located within one-half (1/2) mile walking distance of public transit, as that term is defined in Government Code Section 65852.2; or

iii. When parking for the ADU is not required pursuant to Government Code Section 65852.2 (d).

c. *JADUs*. No parking shall be required for JADUs.

d. *No Replacement*. When a garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an ADU or JADU, those off-street parking spaces are not required to be replaced.

6. *Kitchens*.

a. *ADUs*. ADUs shall have a kitchen, as required by the Building Code, which shall include a kitchen sink, cooking device, refrigeration, food preparation counter, and storage cabinets.

b. *JADUs*. JADUs shall include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

7. *Design*. Exterior finished materials on the ADU or JADU shall match the exterior finished materials for the primary dwelling unit.

8. *Fire sprinklers.* Fire sprinklers are required in an ADU only if sprinklers are required in the primary residence.

9. *Exterior access.* An attached or converted ADU or JADU on a single-family lot must have independent exterior access that is separate from the access to the proposed or existing primary dwelling.

10. *Passageway*. No passageway shall be required in conjunction with the construction of an ADU and/or JADU. For the purposes of this chapter, "passageway" shall mean a pathway that is unobstructed, clear to the sky, and extends from the right-of-way to one (1) entrance of the ADU and/or JADU.

11. *Utilities*.

a. *ADUs.* An ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.

b. *JADUs.* A JADU shall be served by the same water, sewer, and other utility connections serving the primary dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

G. *Other requirements.*

1. *No separate conveyance.* Except as otherwise provided in Government Code Section 65852.26 or by other applicable laws, an ADU or JADU may be rented

separate from the primary residence(s), but may not be sold or otherwise conveyed separate from the primary residence(s). A lot shall not be subdivided in any manner which would authorize such separate sale or ownership.

2. *Short-term rental prohibited.* Rental of an ADU or JADU for a term of thirty (30) days or less is prohibited.

3. *Owner occupancy requirements.*

   a. *ADUs.*

      i. For any ADU created on or after January 1, 2020, but before January 1, 2025, owner occupancy of the primary dwelling or ADU is not required.

      ii. For all ADUs created on or after January 1, 2025, an owner of record of the lot upon which the ADU is located must occupy either the primary dwelling or ADU as their principal residence.

   b. *JADUs.* An owner of record of the lot upon which a JADU is located must occupy either the JADU or the remaining portion of the primary single-family dwelling as their principal residence. However, the owner occupancy requirement does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

4. *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction shall be recorded against the title of the property in the county recorder's office and a copy filed with the Community Development Department. The deed restriction shall run with the land and bind all future owners. The form of the deed restriction will be provided by the City and shall include the following:

   a. The ADU or JADU may not be sold separately from the primary dwelling(s).

   b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this subsection, including owner occupancy restrictions and the prohibition on short-term rental.

   c. The deed restriction runs with the land and may be enforced against future property owners.

   d. The deed restriction may not be modified or terminated without the prior written consent of the director.

   e. The deed restriction is enforceable by the director or their designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but

not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

5. *Impact fees.*

   a. No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.

   b. Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or greater in size shall be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).

   c. For purposes of this section, "impact fee" does not include any connection fee or capacity charge for water or sewer service.

~~This subsection provides standards for the establishment of second dwelling units.~~

~~A. *State law.* A second dwelling unit may be constructed on a parcel that is zoned for single-family housing in compliance with Government Code §§ 65852.1 and 65852.2, and shall not exceed the allowable density for the parcel upon which the second dwelling unit is located and shall be considered a residential use that is consistent with the existing general plan and zoning designation for the parcel.~~

~~B. *Zoning clearance required.* Second dwelling units shall require zoning clearance approval (subsection 4.19.020) to ensure compliance with the requirements of this Code. In addition, a CUP is required for any second dwelling unit approved pursuant to subsection (i), below.~~

~~C. *Site requirements.* A parcel proposed for a second dwelling unit shall comply with all the following requirements:~~

~~1. The second dwelling unit may be within, attached to, or detached from the primary dwelling unit. If detached, the second dwelling unit shall be separated from the primary dwelling unit a minimum of ten (10) feet and shall comply with all setback requirements for the primary structure and all applicable UBC requirements;~~

~~2. The second dwelling unit shall conform to the height, setback, parcel coverage, and all other development standards applicable to the construction of the primary unit in the zoning district in which the unit is proposed to be located;~~

~~3. A legal, conforming, primary dwelling unit shall exist on the parcel;~~

~~4. Building code violations existing in the primary dwelling unit shall be corrected to the satisfaction of the building official before the issuance of any building permit and a zoning clearance for the second dwelling unit.~~

~~D. *Ownership and residency requirements.*~~

~~1. The applicant shall be the owner of the primary unit and shall occupy either the primary unit or the second dwelling unit; and~~

2. The property owner shall record a covenant declaring that the owner of the primary residence shall occupy one of the units and prohibiting the rental of both units simultaneously. The covenant shall expressly state that it is binding on all future owners of the property. Should the property owner fail to comply with the terms of the covenant, in the city's discretion, the city may require the property owner to:
   a. Remove the second dwelling unit; or
   b. Retrofit the second dwelling unit. For the purposes of this section, "retrofit" shall mean removal of certain facilities (i.e. kitchen or other cooking facilities) or other modifications specified by the director.

A copy of the recorded covenant shall be filed with the department prior to issuance of a certificate of occupancy for the second dwelling unit.

E. *Independent sale prohibited.* The second dwelling unit shall not be sold independently of the primary dwelling unit on the parcel, nor shall the original parcel or original section thereof be subdivided.

F. *Utility connections.* The second dwelling unit shall not be on separate meters for gas, electric, water service, or any other utility.

G. *Parking.* One additional parking space per bedroom in the second dwelling unit is required. If the second swelling unit is being approved pursuant to subsection I., below, the required parking must be enclosed.

H. *Design standards for a second dwelling unit not more than six hundred forty (640) square feet.* A second dwelling unit that is approved pursuant to this subsection shall:
   1. Contain no less than two hundred twenty (220) gross square feet and no more than six hundred forty (640) gross square feet of living area;
   2. Not contain more than one bedroom;
   3. Be architecturally compatible with the primary unit on the same parcel or with the predominant architecture of the area; and
   4. Have a primary entrance that is clearly subordinate to that of the primary dwelling.

I. *Design standards for a second dwelling unit more than six hundred forty (640) square feet.* A second dwelling unit that is approved pursuant to this subsection shall be:
   1. Larger than six hundred forty (640) gross square feet of living area, but less than thirty (30) percent of the existing living area in the primary residence;
   2. Architecturally compatible with the primary unit on the same parcel or with the predominant architecture of the area; and
   3. The primary entrance to the second dwelling unit shall be clearly subordinate to that of the primary dwelling.

Subsection 4.19.100

4.19.100. Reasonable Accommodation.

D. *Purpose of subsection.* The purpose of this subsection is to provide a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (collectively, the "Fair Housing Laws") in the application of zoning laws, building codes, and other land use regulations, policies, and procedures.

E. *Applicability.*

1. A request for reasonable accommodation may be made by any person with a disability, their representative, or a developer or provider of housing for the disabled, when the application of a zoning law, building code provision, or other land use regulation, policy, or practice denies a person equal access to housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment, or anyone who has a record of such impairment, as those terms are defined in the Fair Housing Laws.

2. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and/or use of housing or housing related facilities that that is necessary to afford an individual with a disability an equal opportunity to housing. Requests for reasonable accommodation shall be made in the manner prescribed by this subsection and shall be approved only for the benefit of one or more individuals with a disability.

3. Where the improvements or modifications approved through a reasonable accommodation would generally require a variance, a variance shall not be required.

F. *Application Requirements.*

1. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

   a. Documentation that the applicant is an individual with a disability, applying on behalf of one or more individuals with a disability, or a developer or provider of housing for one or more individuals with a disability. Documentation may include a letter from a medical doctor or other licensed healthcare professional, a disabled license, or any other appropriate evidence;

   b. The specific code section, regulation, policy or practice from which relief is sought and an explanation of why it is preventing, or will prevent, the use and enjoyment of the subject property by one or more individuals with a disability;

c. The specific exception or modification requested and an explanation of why it is necessary to provide one or more individuals with a disability equal access to housing;

d. Verification that the property is or will be the primary residence of the individual(s) for whom the reasonable accommodation is requested; and

e. Any other information that the director reasonably concludes is necessary to make the findings required by this subsection, consistent with Fair Housing Laws.

2. *Other discretionary permits.* If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval, then the applicant shall file the application submittal information together with the application for discretionary approval for concurrent review.

3. *Fee.* No fee shall be required for a request for reasonable accommodation, but if the project requires another permit, then the prescribed fee shall be paid for all other permits.

G. *Authority.*

1. *Director.* Requests for reasonable accommodation shall be reviewed by the director, or designee, unless another discretionary approval is sought for which the City Council is the reviewing authority.

2. *City Council.* Requests for reasonable accommodation shall be reviewed by the City Council when they are submitted for concurrent review with another discretionary land use application for which the City Council is the reviewing authority.

H. *Proceedings.*

1. *Director's action.* For requests reviewed by the director, the director shall issue a written determination within 30 days of the date of receipt of a complete application.

2. *City Council action.* For requests reviewed by the City Council, the processing procedures of the discretionary land use permit shall govern the joint processing of both the request for reasonable accommodation and the discretionary land use permit.

3. The reviewing authority's written decision shall set forth the findings in accordance with paragraph F (Findings), any conditions of approval, and notice of the right to appeal, if applicable.

4. *Conditions of approval.* The reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation complies with the findings required by this subsection.

5. *Alternative reasonable accommodations.* The reviewing authority may approve alternative reasonable accommodations that provide an equivalent level of benefit to the individual(s) with disabilities.

6. *Appeals.* If the director does not grant the reasonable accommodation request, or if the applicant disagrees with any conditions imposed on the granting of the reasonable accommodation, the applicant may file an appeal to the City Council in compliance with Section 27 (Appeals) including that the appeal be submitted in writing before 5:00 p.m. of the fourteenth (14th) day following the date the decision was rendered by the director. Decisions on reasonable accommodation requests made by the City Council are final.

7. A reasonable accommodation is granted to an individual(s) and shall not run with the land. If the persons for which the accommodation were granted vacate the residence, the reasonable accommodation shall remain in effect only if the director determines that:

    a. The modification is physically integrated on the property and cannot feasibly be removed or altered; or

    b. The accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The director may request the applicant or their successor in interest to the property to provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty (30) days of the date of a written request by the City shall constitute grounds for discontinuance by the City of the previously approved reasonable accommodation.

I. *Findings.* A request for reasonable accommodation shall be approved, with or without conditions, if the review authority first finds, based upon all the evidence presented, all of the following:

1. The housing which is the subject of the request for reasonable accommodation will be occupied by one or more individuals with disabilities protected under Fair Housing Laws;

2. The reasonable accommodation is necessary to make housing available to one or more individuals with a disability protected under the Fair Housing Laws;

3. The requested accommodation will not impose an undue financial or administrative burden on the City; and

4. The requested accommodation will not require a fundamental alteration in the nature of the City's zoning or building laws, policies, and/or procedures.

Subsection 4.18.040

4.18.040. Authority for land use and zoning decisions.

Table 4-1 (Review Authority) identified the city official or authority responsible for reviewing and making decisions on each type of application or land use entitlement required by this zoning ordinance.

TABLE 4-1
REVIEW AUTHORITY

Type of Entitlement or Decision	*Applicable Citation*	*Director*	*Council*
Adjustments	4.19.050	Approve (1)	Appeal
Conditional Use Permits	4.19.070	Recommend (2)	Approve
Development Agreements	Section 21	Recommend	Approve
Design Reviews	4.19.060	Recommend	Approve
Director's Reviews	4.19.030	Approve (3)	Appeal (4)
General Plan Amendments	Section 28	Recommend	Approve
Home Occupation Permits	4.19.060	Issue	Appeal
Interpretations	1.02.020	Issue	Appeal
Reasonable Accommodation	4.19.100	Approve (5)	Appeal
Sign Permits	Section 15	Issue	Appeal
Specific Plans	Section 20	Recommend	Approve
Temporary Use Permits	4.19.040	Approve	Appeal
Variances	4.19.080	Recommend	Approve
Zoning Clearances	4.19.020	Issue	Appeal
Zoning Map Amendments	Section 28	Recommend	Approve
Zoning Ordinance Amendments	Section 28	Recommend	Approve

Notes:

(1) The director may defer action and refer any permit or approval application to the council for final determination.
(2) "Recommend" means that the review authority makes a recommendation to a higher review authority; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier review authority, in compliance with section 27 (Appeals).
(3) All decisions of the director are appealable to council, in compliance with section 27 (Appeals).
(4) All decisions of the council are final.
(5) When requests for reasonable accommodation are submitted for concurrent review with another discretionary land use application for which the council is the reviewing authority, the council shall also review the request for reasonable accommodation.

SECTION 31. DEFINITIONS.

6.31.020. Definitions of specialized terms and phrases.

D. *Definitions, "D."*

Density bonuses. A density bonus~~, as defined by Government Code § 65915 et seq.,~~ is an increased residential density ~~of at least twenty-five (25) percent~~ over the maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable ~~very low and/or low income~~ dwelling units pursuant to Government Code Sections 65915-65918.

Dwelling unit, accessory. An attached or detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code; and

2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Dwelling unit, junior accessory. A unit that is no more than 500 square feet in size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

G. *Definitions, "G."*

~~*Granny unit.* A dwelling unit, either attached to or detached from, a primary residence on a parcel that is zoned for a single-family residence, that is intended for the sole occupancy of one or two (2) adult persons who are sixty-two (62) years of age or over, consistent with Government Code Section 65852.1, as amended from time to time. The area of floor space of an attached granny unit shall not exceed thirty (30) percent of the existing living area. The area of the floor space of a detached granny unit shall not exceed one thousand two hundred (1,200) square feet.~~

S. *Definitions, "S."*

~~*Second dwelling unit.* A second permanent dwelling unit that is attached to or detached from an existing single-family residential dwelling unit which provides complete independent living facilities for one or more persons, as defined in Government Code Section 65852.2(i)(4), as it exists or as it may be amended from time to time. The second dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the existing unit is situated. A second dwelling unit may be an efficiency unit, as defined in Health and Safety Code Section 17958.1, as amended, or a manufactured home, as defined in~~

~~Health and Safety Code Section 18007, as amended. (See subsection 3.17.200 (Second dwelling units).)~~

NOTICE OF EXEMPTION

TO: _____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: City of Cypress
5275 Orange Avenue
Cypress, CA 90630

__X__ County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92702

Filing Fee Exempt per Govt. Code Section 6103

Project Title
Zoning Ordinance Amendment to Section 12 – Density Bonus; Subsection 3.17.200 – Second Dwelling Units; and Subsection 4.19.100 – Reasonable Accommodation.

Project Location - Specific
City-wide

Project Location - City	**Project Location - County**
Cypress	Orange

Description of Nature, Purpose, and Beneficiaries of Project
A City-initiated amendment to the text of the Cypress Municipal Code, Appendix I – Zoning, to be consistent with related State housing laws as follows: (1) Repealing Section 12 ("Density Bonus") and replacing it with a new Section 12 ("Density Bonus") to comply with current State density bonus regulations (Government Code Sections 65915-65918); (2) Repealing Subsection 3.17.200 ("Second dwelling units") and replacing it with a new Subsection 3.17.200 ("Accessory dwelling units") to comply with Government Code Sections 65852.2 and 65852.22; and (3) Creating a new Subsection 4.19.100 ("Reasonable Accommodation") to establish procedures to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act. No new construction is proposed as part of this action.

Name of Public Agency Approving Project
City of Cypress

Name of Person or Agency Carrying Out Project (Applicant's Name and Address)
City of Cypress, Planning Division, 5275 Orange Avenue, Cypress, CA 90630

Exempt Status: (Check One)
___ Ministerial (Sec. 21080(b)(1);15268);
___ Declared Emergency (Sec. 21080(b)(3);15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
___ Categorical Exemption. State type and section number.
__X__ General Rule (Sec. 15061 [b] [3])

Reasons why project is exempt:
It can be seen with certainty that there is no possibility that this ordinance amendment may cause a significant effect on the environment, since the amendment is general in nature, limited to establishing procedures and standards, and would not preclude the review and application of the CEQA Guidelines for specific future residential projects.

Lead Agency Contact Person	**Area Code**	**Telephone Number**
Alicia Velasco, Planning Director	(714)	229-6720

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?
   Yes ___X___ No _____

_____ _____ _____
Date Received for Filing at OPR | Signature | Date

Planning Director
Title

☒ Signed by Lead Agency
☐ Signed by Applicant

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Alicia Velasco, Planning Director

DATE: 06/13/2022

SUBJECT: **Approve Conditional Use Permit No. 2022-01 to Permit a New Self-Service Car Wash at 5890 Lincoln Avenue**

RECOMMENDATION

Adopt a Resolution approving Conditional Use Permit No. 2022-01, with conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

DISCUSSION

Subject Property and Surrounding Uses

The subject property is a 0.69-acre rectangular-shaped parcel, developed with a full-service car wash (Green Auto Spa). The property is located in the Commercial Mixed-Use (CM) District of the Lincoln Avenue Specific Plan (LASP). Land uses surrounding the property are:

Direction	Land Use	Zoning
North	Retail Commercial Center	Commercial Shopping (City of Buena Park)
South	Home Improvement (Home Depot) Store	PC Planned Community (LASP-CM District)
East	Drive-thru Restaurant and Quick Lube/Tune Shop	PC Planned Community (LASP-CM District)
West	Home Improvement (Home Depot) Store	PC Planned Community (LASP-CM District)

The property and surrounding vicinity are shown on the attached map.

Background

In 2002, the City Council approved Conditional Use Permit (CUP) No. 2002-12, approving a full-service car wash, fast-food restaurant, and accessory retail sales within a two-story building. The full-service car wash has been unable to maintain steady ownership and had four owners over the past 20 years. The applicant plans to purchase the property, demolish the building, and construct a new self-service car wash facility.

Project Description

The applicant is requesting to operate a new 3,200 square foot self-service carwash consisting of a car wash tunnel, accessory space for equipment and storage rooms, and 23 vacuum stalls. A CUP is required for car wash uses within the Lincoln Avenue Specific Plan. While the existing full-service car wash has a CUP, the demolition of the building and change in business model (to self-service) trigger the requirement for a new CUP.

Currently, vehicle access to the property is from both Lincoln Avenue and Valley View Street. There are no proposed changes to the existing access or drive-way entrances. The project provides 25 parking spaces, which exceeds the 16 spaces required. Of the 25 spaces, 23 are vacuum stalls and two are employee parking only. The car wash tunnel can accommodate four vehicles through the washing process and there is space for an additional 12 vehicles to queue at the car wash entrance.

The hours of operation are 7:00 a.m. to 7:00 p.m., seven days a week. This is two fewer hours per day than the existing car wash which is permitted from 6 a.m.to 8 p.m. Three or four employees will be on-site to assist customers. Vehicles enter a two-lane que and pay at an auto-pay station. After payment, the vehicle enters the automated car wash tunnel. When the car wash is complete, customers proceed to the vacuum parking spaces or exit the property.

Analysis

The property is located in the CM – Commercial Mixed Use District of the Lincoln Avenue Specific Plan (LASP) area. The Specific Plan permits car wash uses with a CUP in the CM District. Required findings for a CUP are outlined by State law and Section 4.19.070 of the Zoning Ordinance. The required findings for approval of the project are included in the attached resolution and outlined below.

The project is located in a heavily-used commercial area along a major arterial (Lincoln Avenue). There are no residential uses in the vicinity. The building's design meets all development standards, including building setbacks, height, and parking. Further, the LASP calls out desirable design elements such as multi-planed pitched roofs; richness of surface texture (i.e. use of stone and tile accents); and significant wall articulation (i.e. wall insets and pop-outs, roof overhangs, and window rhythms). The applicant collaborated with Planning and the proposed project meets the enhanced-design requirements of the LASP. The project provides appropriate street-scape design by concealing the vacuum equipment with canopies and abundant landscaping.

A car wash and fast-food restaurant has operated with a CUP at this location for 20 years. To ensure the continued smooth operation of a car wash, many of the existing operating conditions are recommended for the new CUP, including: hours of operation; a sound muffling system on the vacuums; and water quality conditions. A traffic analysis was prepared for the existing car wash/fast food restaurant and no traffic impacts were identified nor have unforeseen traffic impacts occurred as a result of the business. Similarly, traffic impacts are not anticipated with the new car wash because: 1) access continues from Lincoln Avenue and Valley View, two major traffic arterials; and, 2) the new car wash does not include a fast food restaurant.

Conditional Use Permit

The project is consistent with the required findings in Section 4.19.070E (Conditional Use

Permit):

1. The location of the conditional use is consistent with the requirements of the General Plan and the zoning district in which the site is located:
The site is zoned PC - Planned Community (Lincoln Avenue Specific Plan area), which is consistent with the Specific Plan designation in the General Plan. The site is more specifically located within the CM District of the Lincoln Avenue Specific Plan, which allows a car wash use, subject to a conditional use permit.

2. The location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity:
The self-service car wash use is compatible with the surrounding commercial retail and service uses and will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity. There are no residential uses located in the project vicinity. The site plan complies with the Zoning Ordinance and LASP standards for access driveways and parking areas. With the recommended conditions of approval, the project complies with the Municipal Code, the Building Code, Orange County Fire Authority requirements and Police Department recommendations. A car wash has operated at this location for 20 years with no public safety issues or complaints.

3. The proposed conditional use will comply with applicable provisions of the Zoning Ordinance:
The PC - Planned Community Zone refers to the permitted uses and development standards contained in the applicable Specific Plan. The self-service car wash is a conditionally permitted use within the CM District of the Lincoln Avenue Specific Plan. The project meets all applicable development standards and design guidelines in the Lincoln Avenue Specific Plan.

Based on this analysis, it is recommended the City Council approve the project, subject to the attached conditions of approval. The applicant has agreed to all the attached conditions.

Environmental Exemption
The proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15302(b) – Replacement Construction.

Public Hearing
Public hearing notices were posted and mailed to owners of all properties within 500 feet of the site. To date, the City has not received any communication regarding this item.

Alternative Action
In the event the City Council determines there are issues that should be addressed prior to taking any action on this item, the City Council should continue this application and instruct staff to work with the applicant to resolve the issues. A second alternative is to make the required findings for denial and deny the project based on these findings.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution
Project Conditions
Project Renderings and Plans
Vicinity Map
Notice of Exemption

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING CONDITIONAL USE PERMIT NO. 2022-01, A REQUEST TO PERMIT A NEW SELF-SERVICE CAR WASH LOCATED AT 5890 LINCOLN AVENUE WITHIN THE PC - PLANNED COMMUNITY ZONE

WHEREAS, the City Council of the City of Cypress has considered an application for a conditional use permit in accordance with the provisions of Section 4.19.070 of the Zoning Ordinance of the City of Cypress to allow the construction and replacement of an existing full-service car wash with a new self-service car wash facility located at 5890 Lincoln Avenue, within the PC - Planned Community Zone.

WHEREAS, the subject site is zoned PC - Planned Community Zone and designated "Specific Plan" in the City's General Plan, and Section 4.4, Table 1, of the applicable Lincoln Avenue Specific Plan allows car washes with a conditional use permit in the CM – Commercial Mixed Use District of the Specific Plan, where the subject property is located.

WHEREAS, the City Council, after proper notice thereof, on June 13, 2022, held a duly noticed public hearing on the application and took public testimony.

WHEREAS, the proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15302 – Replacement Construction. Section 15302(b) involves the replacement/reconstruction of a building with a new structure of substantially the same size, purpose and capacity. The proposed project consists of the replacement of an existing 4,500 square-foot, full-service car wash building with a new 3,200 square-foot, self-service carwash building. Therefore, the City Council has determined that there is no substantial evidence that the project may have a significant effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE, based upon substantial evidence taken from the administrative record and at the public hearing, AS FOLLOWS:

SECTION 1. Findings. Pursuant to the Section 4.19.070E of the Cypress Zoning Ordinance, the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed location of the conditional use is consistent with the requirements of the general plan and the zoning district in which the site is located:

   The site is zoned PC - Planned Community (Lincoln Avenue Specific Plan area), which is consistent with the Specific Plan designation in the General Plan. The site is more specifically located within the CM District of the Lincoln Avenue Specific Plan, which allows a car wash use, subject to a conditional use permit.

2. The location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity:

   The self-service car wash use is compatible with the surrounding commercial retail and service uses and will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity. There are no residential uses located in the project vicinity. The site plan complies with the Zoning Ordinance and LASP standards for access driveways and parking areas. With the recommended conditions of approval, the project complies with the Municipal Code, the Building Code, Orange County Fire Authority requirements and Police Department recommendations. A car wash has operated at this location for 20 years with no public safety issues or complaints.

3. The proposed conditional use will comply with each of the applicable provisions of the Zoning Ordinance:

   The PC - Planned Community Zone refers to the permitted uses and development standards contained in the applicable Specific Plan. The self-service car wash is a conditionally permitted use within the CM District of the Lincoln Avenue Specific Plan. The project meets all applicable development standards and design guidelines in the Lincoln Avenue Specific Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress does hereby approve Conditional Use Permit No. 2022-01, subject to the conditions attached hereto as Exhibit "A".

Any challenge to this Resolution, and the findings set forth therein, must be filed within the 90-day statute of limitations set forth in Code of Civil Procedure 1094.6.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 13th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)

COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT "A"

CONDITIONAL USE PERMIT NO. 2022-01
(Self-Service Car Wash)
5890 Lincoln Avenue

CONDITIONS OF APPROVAL

1. General Conditions

1.1. Prior to the issuance of building permits, the project applicant and property owner shall sign and return a City-provided affidavit accepting these conditions of approval. *(Planning)*

1.2. This permit is granted for the plans dated 5/20/22. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. (Planning)

1.3. The Conditional Use Permit (CUP) approval shall be valid for a 24 month period from the effective date of the approval. The approval shall lapse and become void after that 24 month period unless either: *(Planning)*

a. A building permit has been issued and construction commenced and diligently pursued toward completion on the site for which the CUP approval was granted; or

b. Before the date on which permit approval will elapse, the grantee or the city files an application to renew the CUP approval in compliance with the Cypress Zoning Ordinance, Article 4, Subsection 4.19.070.H.3 (Time Limit).

1.4. The applicant shall defend, indemnify, and hold harmless, the City and any agency thereof, or any of its agents, officers, and employees from any and all claims, actions, or proceedings against the City or any agency thereof, or any of its agents, officers or employees, to attack, set aside, void or annul, an approval of the City, or any agency thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, which action is brought within the time period provided in Government Code Section 66499.37 and Public Resources Code, Division 13, CH. 4 (§ 21000 et seq. - including but not by way of limitation § 21152 and 21167). City shall promptly notify the applicant of any claim, action, or proceeding brought within this time period. *(City Attorney)*

1.5. The applicant's contractor shall provide the City with a Certificate of Insurance on City form evidencing a comprehensive liability insurance policy with a combined single limit of not less than $500,000 each occurrence in connection with the work performed. Certificate shall include the City, its Council, officers, members of boards or commissions and employees as additional Named Insureds with respect to all claims, actions, damages, liabilities and expenses, including attorney's fees, arising out of or in connection with the work to be performed under the development executed by the Named Insured and City, including any act or omission of employees, agents, subcontractors, or their employees. Such certificate shall have a 30 day cancellation notice to the City of Cypress. *(City Attorney)*

1.6. The applicant shall comply with all provisions of the Code of the City of Cypress. *(Planning)*

1.7. All requirements of the Orange County Fire Authority (OCFA) shall be complied with prior to a certificate of occupancy being issued. *(Planning)*

1.8. The applicant shall obtain a Cypress business license prior to commencement of the business operation. *(Finance)*

1.9. All applicable conditions of the project shall be complied with prior to occupancy of the car wash building. *(Planning)*

1.10. Any and all correction notice(s) generated through the plan check and/or inspection process is/are hereby incorporated by reference as conditions of approval and shall be fully complied with by the owner, applicant and all agents thereof. *(Planning)*

2. Planning

2.1. Any expansion or modification of the approved use beyond what is approved as part of this Conditional Use Permit will require an amendment to the conditional use permit. *(Planning)*

2.2. This conditional use permit may be modified or revoked by the City Council should the Council determine that the proposed use or conditions under which it is being operated or maintained is detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity. *(Planning)*

3. Architectural

3.1. Architectural elevations and site plans shall be reviewed and approved by the Community Development Department prior to the issuance of building permits. *(Planning)*

3.2. All architectural treatments shall be constructed as illustrated on plans and renderings submitted. The final exterior color scheme shall be submitted to City staff for review and approval prior to actually painting the structure. *(Planning)*

3.3. All roof mounted equipment, such as heating and air conditioning units, shall be adequately screened from public view subject to the approval of City staff. Commercial or industrial developments which adjoin residentially zoned areas shall construct noise bafflers and/or deflectors on all mechanical equipment mounted outdoors to the satisfaction of City staff. *(Planning)*

3.4. The transformer boxes and water valves shall be placed in locations acceptable to the Director of Community Development and shall be adequately screened from view with plant materials. *(Planning)*

3.5. During construction, the developer shall provide an adequate number of trash bins at a

location acceptable to City staff. Construction bins must be maintained onsite. Bin rental shall be contracted through the City's disposal services contractor. *(Planning)*

4. Signage

4.1. A comprehensive sign program for both building and freestanding monument signs shall be submitted for Planning Division approval prior to the installation of any signs. The developer shall not erect or display on the subject property any signs which have not been approved in writing by thePlanning Division. *(Planning)*

4.2. Changeable copy or lettering on the freestanding sign face is prohibited. *(Planning)*

4.3. The installation and method of sign illumination shall be reviewed and approved by the Planning Division and the Building and Safety Division. The business owner shall take the appropriate measures to ensure that the illumination of the sign shall not create glare for vehicular traffic, subject to approval by the Planning Director. All electrical conduits, timer devices, and other electrical equipment shall be buried underground or concealed within the sign. *(Planning)*

4.4. The masonry materials on the base of the proposed freestanding sign shall match the materials used on the garden wall located in the front landscape planter. The freestanding sign cabinet shall be painted to match the wall or trim color of the building. *(Planning)*

5. Landscaping

5.1. A detailed landscape and automatic irrigation plan shall be submitted to the Cypress Planning Division for review and approval at least 60 days prior to issuance of a certificate of occupancy. In addition, a bond shall be posted with Public Works to guarantee against defects in plant materials and workmanship for a period of one year from acceptance of the landscape installation. All required landscaping shall be permanently maintained in a neat and orderly condition. *(Planning)*

5.2. All qualifying landscape projects in the City shall comply with the City's water efficiency ordinance as well as the water efficient requirements of the Cypress Zoning Code and the City's Drought Response Management Plan. All irrigation shall be provided by a drip or microspray system. *(Planning)*

5.3. Unless otherwise specified, all required trees shall be a minimum 15-gallon in size and of a variety approved by the Director of Community Development. *(Planning)*

5.4. A redwood landscape retainer, a minimum of two inches by six inches in size, shall be installed along all property lines where necessary to retain the landscape planters until adjoining properties are developed. *(Planning)*

5.5. Landscape irrigation pipes and sprinkler heads shall be maintained in good working order so as to cover all landscaped areas. *(Planning)*

6. Operational

6.1. The use of mechanical devices associated with the cleaning and maintenance of real property shall be conducted in accordance with the Cypress Zoning Code. *(Planning)*

6.2. All product and material storage shall occur within the building. Exterior storage is specifically prohibited. *(Planning)*

6.3. The City Council shall maintain the right to review the business hours of operation and may, subject to a public hearing, limit the hours should substantiated complaints be received that the business hours are creating an adverse impact upon neighboring properties. *(Planning)*

6.4. No outdoor overnight parking shall be permitted under any circumstances. (Planning)

6.5. The parking lot shall be used solely for vehicular parking, unless otherwise approved in writing by the Director of Community Development. (Planning)

6.6. The car wash hours of operation shall be limited to 7:00 A.M. to 7:00 p.m., seven days a week.

6.7. Subject to the review and approval of the Planning Director, the vacuum systems shall have sound muffling devices and shall create a tight seal when not in use.

6.8. Subject to the review and approval of the Planning Director, a silencer package shall be used on the car wash to reduce noise generation.

7. Property Maintenance

7.1. All walls, fences, and trash enclosures shall be maintained free of significant surface cracks, dry rot, warping, missing panels or blocks, which threaten the structure's structural integrity or graffiti which threatens the appearance. *(Planning)*

7.2. Parking lot surfaces and pedestrian walkways shall be maintained in a safe condition such that any concrete, asphalt, or other driving or walking surfaces are free of potholes, buckled or cracked surfaces, or raised areas. *(Planning)*

7.3. The property shall be maintained free of the accumulation of trash and debris. Trash and debris associated with the permitted uses shall be stored solely in designated trash receptacles and trash enclosures. *(Planning)*

7.4. Exterior building elevations shall be maintained such that the buildings are free of broken, missing or significantly cracked surface finished materials. *(Planning)*

7.5. The property owner shall maintain the site, the publically accessible interior, and the

publically viewable exterior of the building(s) clear of all graffiti, including but not limited to bathrooms and dining areas if applicable. All graffiti shall be removed within 24 to 48 hours once notified in writing by the City. *(Planning)*

8. Fees

8.1. The applicant shall pay the following fees per Resolution No. 6182, as noted below. *(Engineering)*

- Building Plan Check (Prior to submittal of Plans)
- Building Permit and Inspection (Prior to Permit issuance)
- Public Improvement Plan Check (Prior to submittal of Plans)
- Public Improvement Permit and Inspection (Prior to Permit issuance)

8.2. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the **County Clerk-Recorder in the amount of $50.00** County administrative fee, to enable the City to file the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines. *(Planning)*

9. Engineering – N/A

10. Landscaping within the Public Right-of-Way – N/A

11. Sewer and Wastewater– N/A

12. Street Trees – N/A

13. Street Lighting – N/A

14. Streets

14.1. Pursuant to Public Works Director review, prior to issuance of a certificate of occupancy, the applicant shall replace any deficient sidewalk or driveway approaches or cause to fix any other frontage improvement located in the public right-of-way that do not meet the requirements of the Americans with Disabilities Act (ADA) and State of California Title 24. The applicant shall submit a plan for any improvement, in consultation with or as required by the City Engineer, and obtain a Public Works permit prior to any work within the public right-of-way. The applicant shall grant an easement to the City for pedestrian purposes for any improvement such as driveway approaches for compliance with ADA requirements. *(Engineering)* (ADA access within the public right-of-way)

14.2. Prior to issuance of a certificate of occupancy, the applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the

City Engineer. *(Engineering)* (Damage to Public Improvements)

15. Subdivisions – N/A

16. Traffic – N/A

17. Utilities

17.1. Prior to issuance of a certificate of occupancy, the applicant shall install all new and existing utility services underground. *(Engineering)* (Undergrounding Utilities)

17.2. Attention is directed that trenching and backfill in streets shall be per City of Cypress Standard Plan No. 109. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one inch continuous asphalt concrete cap. *(Engineering)* (Trench Requirements)

18. Drainage – N/A

19. Storm Water Quality – National Pollutant Discharge Elimination System

19.1. The applicant shall comply with all requirements and conditions in the approved Preliminary Water Quality Management Plan (WQMP) as approved by Public Works. Prior to the issuance of grading or building permits, the applicant shall submit a Final WQMP, consistent with the Preliminary WQMP, for review and approval by Public Works. The plan shall be in accordance with the requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No.R8-2010-0062. For any changes to the site plan contained in the approved Preliminary WQMP, the applicant must first obtain site plan approval from Planning, then resubmit the WQMP to Public Works for review.

20. Building and Safety - NA

21. Security

21.1. The property address shall be clearly identified on both sides of the freestanding sign base. A minimum of six inch lettering shall be used for the property address. The property address shall also be posted in a visible location on the building. *(Police Department.)*

21.2. Lighting for commercial buildings shall be as follows: *(Police Department)*

21.3. The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street. *(Police Department)*

21.4. All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and

vandalism resistant cover(s). *(Police Department)*

21.5. Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one footcandle of light on the parking surface from dusk until the termination of business every operating day. *(Police Department)*

21.6. The landscaping and lighting plans for the project shall also be subject to review by the Cypress Police Department. *(Police Department)*

22. Antennas – N/A

23. Alcohol – On Sale – N/A

24. Alcohol – Off Sale – N/A

25. Fire – N/A

26. Solid Waste

26.1. The applicant shall subscribe to solid waste services from the City's disposal services contractor with no less than one time per week service for trash, recycling, and organics recycling and require employees implement source separated recycling practices. Sufficient trash, recycling, and organics recycling receptacles shall be placed outside to collect solid waste generated by its operation/patrons. No less than one receptacle per solid waste category shall be provided. These shall be properly maintained and not allowed to overflow. *(Engineering, Water Quality)* (Trash Receptacles)

26.2. The applicant shall construct new or modify its existing trash enclosure structure to house all required solid waste containers and possess a solid covered roof that prohibits stormwater to enter and then discharge from the enclosure. The applicant shall obtain all required permits from the Building Department for construction and also obtain final inspection to ensure it meets the above mentioned criteria prior to the issuance of a final certificate of occupancy. *(Engineering, Water Quality)* (Trash Enclosures)

Effective: 6-13-2022

SECTIONS
1. General
2. Planning
3. Architectural
4. Signage
5. Landscaping
6. Operational
7. Property Maintenance

8. Fees
9. Engineering
10. Landscaping in the Public Right-of-Way
11. Sewer and Wastewater
12. Street Trees
13. Street Lighting
14. Streets
15. Subdivisions
16. Traffic
17. Utilities
18. Drainage
19. Storm Water Quality
20. Building & Safety
21. Security
22. Antennas
23. Alcohol – On Sale
24. Alcohol – Off Sale
25. Fire
26. Solid Waste



BLISS
car wash

Bliss Car wash
5890 Lincoln Ave
Cypress Ca.

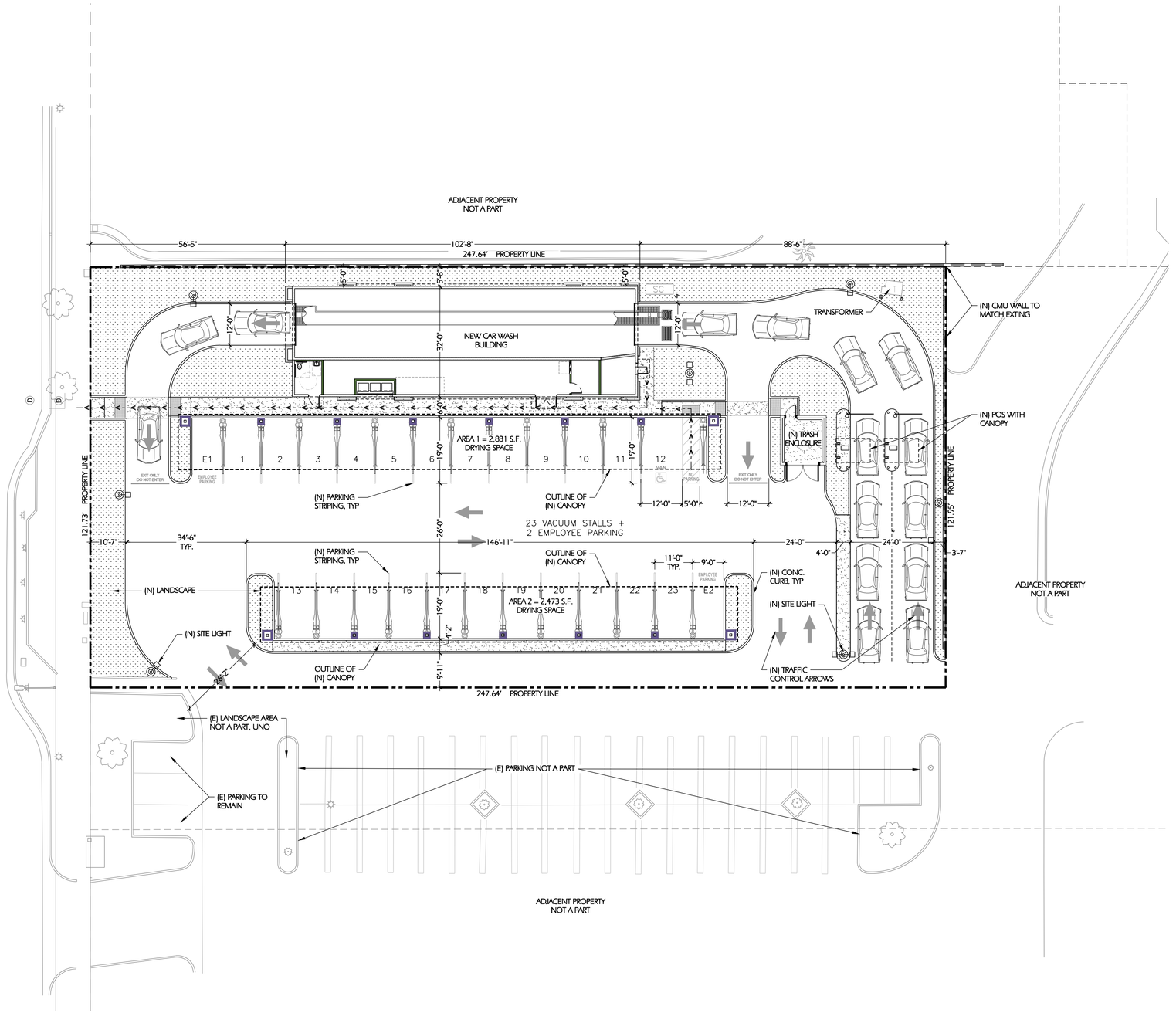
PM DESIGN



BLISS
car wash

Bliss Car wash
5890 Lincoln Ave
Cypress Ca.

PM DESIGN



0 8 16 32 48 64

SCALE: 1/16"=1'-0"

NORTH

SITE PLAN | 1/16" = 1'-0" | 1

EXISTING CAR WASH BUILDING AND RESTAURANT BUILDING TO BE REMOVED.

NEW EXPRESS CAR WASH WITH VACUUM CANOPIES AND SITE AMENITIES.

PROJECT SCOPE

TOTAL NEW BLDG AREA:	3,200 S.F.
STORIES:	(1)
BUILDING HEIGHT:	±31'-9" TO RIDG (XX' MAX. ALLOWED)
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

CLIENT/ PROPERTY OWNER:	BLISS CAR WASH 30343 CANWOOD ST., STE 200 AGOURA HILLS, CA 91301
PROJECT ADDRESS:	BLISS CAR WASH 5890 LINCOLN AVENUE CYPRESS, CA
JURISDICTION:	CITY OF CYPRESS
A.P.N No.:	244-481-21
ZONING:	PC
SITE AREA: PROPOSED BLDG. AREA: BLDG. LOT COVERAGE:	30,167 S.F. / 0.693 ACRES 3,200 S.F. 10.6%
LANDSCAPE AREA:	5,147 S.F.
LANDSCAPE COVERAGE:	17.1% TOTAL
SETBACKS: • FRONT : • SIDE : • REAR:	 TO BE VERIFIED 5'-0" TO BE VERIFIED

SITE DATA

PARKING REQUIRED:

1 SPACE FOR 3 EMPLOYEES	= (1) SPACE REQUIRED
DRYING SPACE CALCS: CONVEYOR LENGTH: DRYING SPACE REQUIRED:	600 SF FOR 20' OF CONVEYOR LENGTH = 100' (100/20 = 5 X 600 = 3000 SF) = 3,000 SF

PARKING PROVIDED:

AREA 1	= 2,831 SF DRYING SPACE
AREA 2	= 2,473 SF DRYING SPACE
TOTAL	= 5,304 SF DRYING SPACE PROVIDED
TOTAL EMPLOYEE SPACES:	2
TOTAL ACCESSIBLE VACUUM BAY:	1
TOTAL REGULAR VACUUM BAYS:	22
TOTAL PARKING SPACES:	25

PARKING CALCS

LEGEND

- PROPERTY LINE
- ACCESSIBLE PATH OF TRAVEL:
  - 48" MIN. CLEAR WIDTH PATH OF TRAVEL
  - 5% MAX. SLOPE
  - 2% MAX CROSS SLOPE
- ACCESSIBLE PARKING
- SITE LIGHTING - REFER TO ELECTRICAL DWG'S.
- LANDSCAPE
- CONCRETE

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
Contact: Jeff Liederman
(949) 430-7051
jliederman@pmdginc.com
JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

BLISS car wash

BLISS CAR WASH
5890 LINCOLN AVENUE
CYPRESS, CA 90630

REV	DATE	DESCRIPTION
1	01/03/22	PRELIMINARY DESIGN
2	03/25/22	FIRST SUBMITTAL CUP
3	04/27/22	PRELIM. REV. COMM. RESPONSE
4	05/20/22	CUP FORMAL SUBMITTAL

DRAWN BY:
CHECKED BY:
ARCH. PROJECT NO.:
BCW21005
SHEET NAME:
PRELIMINARY
SITE PLAN
SHEET NUMBER:
A1.0



PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	70	Agave x 'Blue Flame' / Blue Flame Agave	5 gal.	Low
	72	Anigozanthos x 'Bush Gold' / Bush Gold Kangaroo Paw	5 gal.	Low
	35	Arctostaphylos x 'Sunset' / Sunset Manzanita	5 gal.	Low
	79	Callistemon viminalis 'Better John' / Weeping Bottlebrush	5 gal.	Low
	24	Phormium tenax 'Rubrum' / New Zealand Flax	5 gal.	Low
	57	Yucca gloriosa recurvifolia 'Walbristar' / Bright Star Spanish Dagger	5 gal.	Low
VINES/ESPALLIERS	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**WUCOLS**
	34	Ficus pumila / Creeping Fig	5 gal.	Moderate
	3	Magnolia grandiflora 'Little Gem' / Espallier Little Gem Dwarf Southern Magnolia	5 gal.	Moderate
GROUND COVERS	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**WUCOLS**	**SPACING**
	104	Senecio mandraliscae 'Blue Chalk Sticks' / Senecio	1 gal.	Low	36" o.c.

EXISTING PLANT LEGEND

EXISTING TREES TO REMAIN

GENERAL NOTES

1. All landscape planting areas shall receive a minimum 3"-4" layer of organic mulch top dressing.
2. A soils fertility analysis report and recommendations by a certified soils analysis laboratory shall be completed prior to construction. Soil samples shall be collected after site rough grading has been completed.
3. All trees, shrubs and groundcover shall be irrigated with a drip system, smart controller , weather sensor, etc. and shall meet City of Cypress Water Efficient standards/regulations.
4. All new trees located within 7' of pavement or permanent structure shall have a root barrier.

COMPLIANCE STATEMENT

I have complied with the criteria of the water use ordinance and applied them accordingly for the efficient use of water in the landscape design plan.

Rodney Saccalosi 3-21-22

NORTH

0 10 20 30 feet

SCALE: 1" = 10'

Water Efficient Landscape Worksheet

HYDROZONE/PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIG. METHOD	IRRIG. EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS	.2	DRIP	.81	.25	5,347	1,337	39,955 GAL.
MODERATE WATER USE PLANTS	.5	DRIP	.81	.62	185	115	3,437 GAL.
				TOTALS	(A) 5,532	(B) 1,452	
						ETWU Total	43,392 GAL.

Maximum Applied Water Allowance (MAWA). MAWA= (ETo) (Conversion factor) ((ETAF)(Landscape Area)) + ((1-ETAF) x SLA)
(48.2) (.62) (.45 x 5,532) + (1-.45) X 0) =74,393 GALLONS

Estimated Total Water use (ETWU). ETWU= (ETo)) (Conversion factor) ((ETAF) (Area))
(48.2) (.62) (1,452) = 43,392 GALLONS

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 1,452
Total Area	(A) 5,532
Average ETAF	(B / A) .26

Note:
1. Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.

PM DESIGN Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
Contact: Jeff Liederman
(949) 430-7051
jliederman@pmdginc.com
JEFF LIEDERMAN, ARCHITECT

REGISTERED LANDSCAPE ARCHITECT
Rodney L. Scaccalosi
No. 4452
Exp. 05/31/22
STATE OF CALIFORNIA

Olive Street
OLIVE STREET
LANDSCAPE ARCHITECTURE
P.O. Box 2083
Petaluma CA 94952
707-280-8990
OliveStreetLandscape.com
rod@olivestreetlandscape.com

BLISS car wash

1	01/03/22	PRELIMINARY DESIGN
2	03/25/22	FIRST SUBMITTAL CUP

DRAWN BY:
CHECKED BY:

BCW21005

LANDSCAPE PLAN

L1

BLISS CAR WASH
5890 LINCOLN AVENUE
CYPRESS, CA 90630

PM DESIGN
Architectural Solutions Group

38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614

Contact: Jeff Liederman
(949) 430-7051
jliederman@pmdginc.com

JEFF LIEDERMAN, ARCHITECT

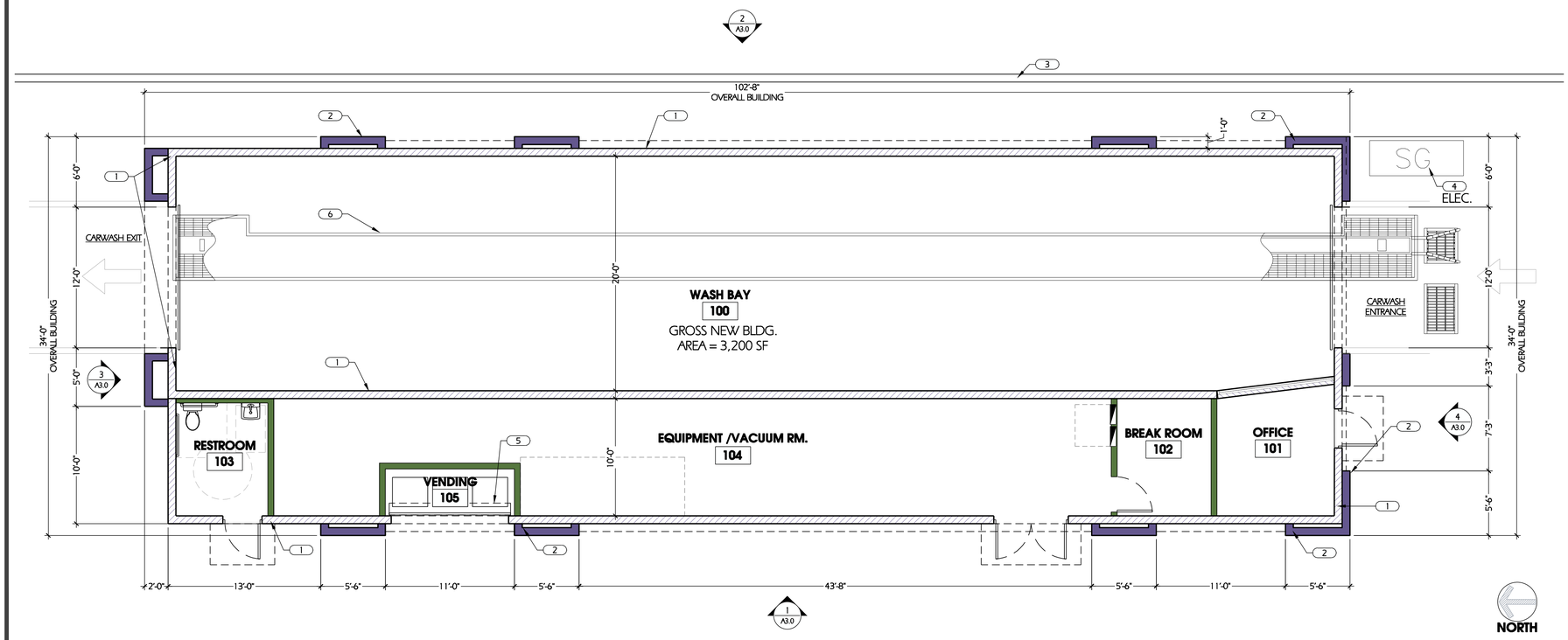
SEAL:

CONSULTANT:

BLISS car wash

3/16" = 1'-0" | 2

PRELIMINARY FLOOR PLAN



3/16" = 1'-0" | 1

PLAN KEYNOTES

#	
1.	(N) CMU WALL
2.	(N) STUD FRAMED POP OUT.
3.	(E) SITE WALL
4.	(N) ELECTRICAL SWITCHGEAR
5.	VENDING MACHINES
6.	CONVEYOR

FLOOR PLAN KEYNOTES

SYMBOL	DESCRIPTION
	EXISTING EXTERIOR WALL - CMU
	NEW EXTERIOR WALL - CMU
	NEW EXTERIOR WALL - STUD FRAMING
	INTERIOR WALL PARTITION
X / AX.X	ELEVATION SYMBOL
	TRENCH AREA

SYMBOLS LEGEND

REV	DATE	DESCRIPTION
1	01/03/22	PRELIMINARY DESIGN
2	03/25/22	FIRST SUBMITTAL CUP
3	04/27/22	PRELIM. REV. COMM. RESPONSE
4	05/20/22	CUP FORMAL SUBMITTAL

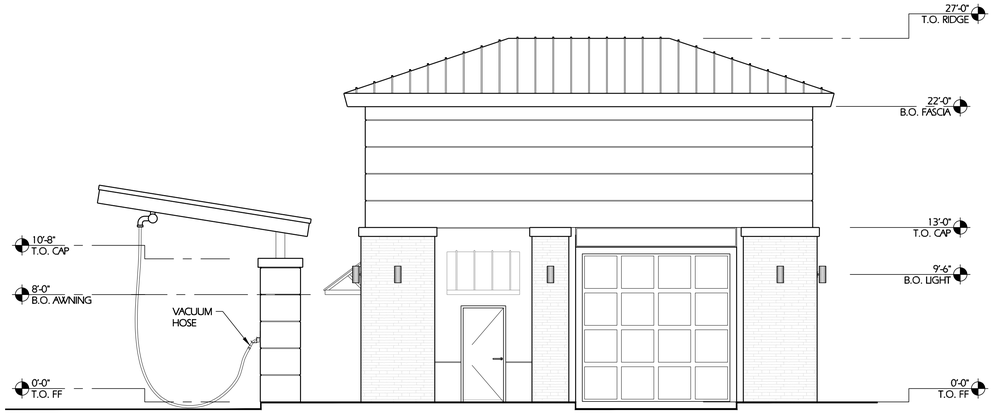
BLISS CAR WASH
5890 LINCOLN AVENUE
CYPRESS, CA 90630

DRAWN BY:
CHECKED BY:

ARCH. PROJECT NO.:
BCW21005

SHEET NAME:
PRELIMINARY CARWASH FLOOR PLAN

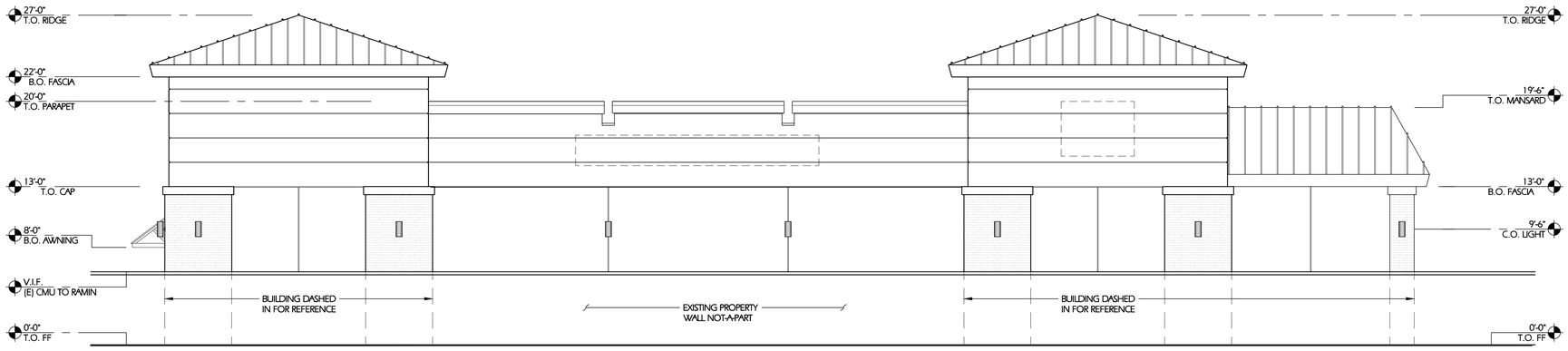
SHEET NUMBER:
A2.0



SOUTH ELEVATION | 3/16" = 1'-0" | 4



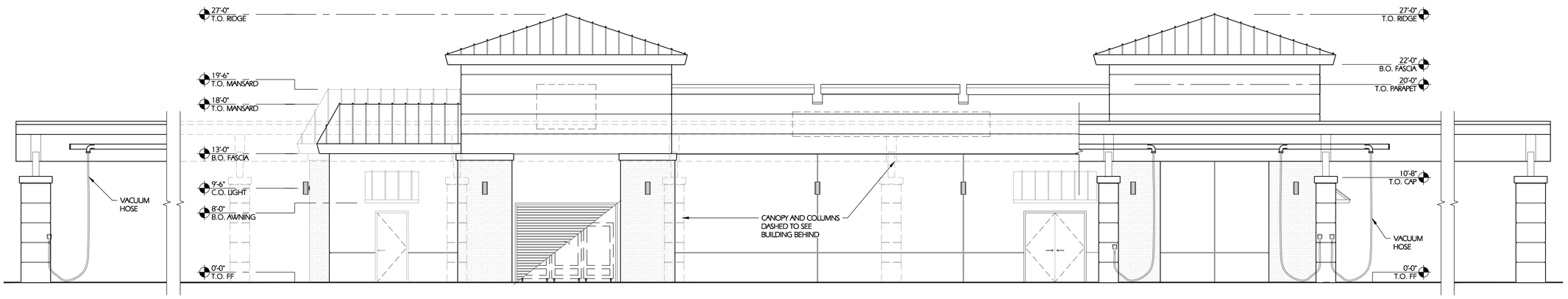
NORTH ELEVATION | 3/16" = 1'-0" | 3



EAST ELEVATION | 3/16" = 1'-0" | 2

EXTERIOR FINISH SCHEDULE

	MATERIAL		COLOR / FINISH
A	METAL ROOF	P-1	2112-70 "AMERICAN WHITE" BENJAMIN MOORE
B	STUCCO FINISH LIGHT SAND TEXTURE OVER CMU	P-2	2112-40 "STONE" BENJAMIN MOORE
C	METAL COPING	P-3	2112-60 "CEMENT GRAY" BENJAMIN MOORE
D	STUCCO METAL REVEAL	P-4	1392 "FIRE AND ICE" BENJAMIN MOORE
E	HOLLOW METAL DOOR & FRAME	P-5	"BEACH PEBBLE" ELDORADO STONE
F	METAL ROLL-UP DOOR & FRAME		
G	METAL FASCIA		
H	METAL CANOPY & AWNING		
J	COLUMN CAP		
K	MISCELLANEOUS		
L	ELDORADO STONE		



WEST ELEVATION | 3/16" = 1'-0" | 1

PM DESIGN
Architectural
Solutions Group

38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
Contact: Jeff Liederman
(949) 430-7051
jliederman@pmdginc.com

JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

BLISS car wash

BLISS CAR WASH

5890 LINCOLN AVENUE
CYPRESS, CA 90630

REV	DATE	DESCRIPTION
1	01/03/22	PRELIMINARY DESIGN
2	03/25/22	FIRST SUBMITTAL CLP
3	04/27/22	PRELIM. REV. COMM. RESPONSE
4	05/20/22	CLP FORMAL SUBMITTAL

DRAWN BY: MP
CHECKED BY: VK

ARCH. PROJECT NO.:
BCW21005

SHEET NAME:
PRELIMINARY EXTERIOR ELEVATIONS

SHEET NUMBER:
A3.0



WEST ELEVATION 3/16″=1′-0″



SOUTH ELEVATION 3/16″=1′-0″



NORTH ELEVATION 3/16″=1′-0″



EAST ELEVATION 3/16″=1′-0″

MATERIAL LEGEND:

BENJAMIN MOORE
1392
FIRE AND ICE

BENJAMIN MOORE
2112-60
CEMENT GRAY

BENJAMIN MOORE
2112-40
STONE



Eldorado Stone
Ledgecut 33 - Beach pebble

BENJAMIN MOORE
2112-70
AMERICAN WHITE

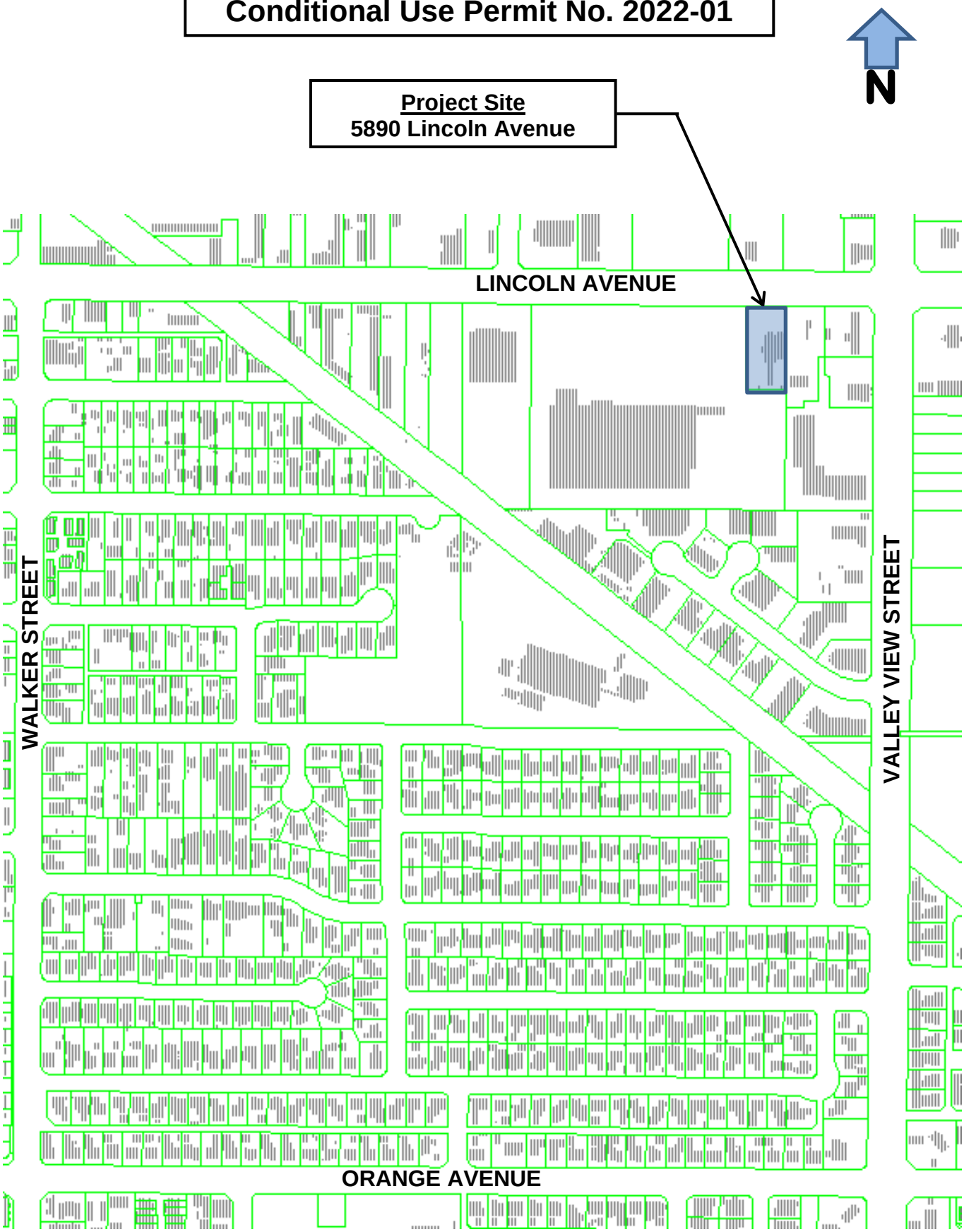
PM DESIGN
Architectural Solutions Group

BLISS CAR WASH

5890 Lincoln Avenue, Cypress, CA 90630

4.22.22

Conditional Use Permit No. 2022-01



VICINITY MAP

NOTICE OF EXEMPTION

TO: _____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: City of Cypress
5275 Orange Avenue
Cypress, CA 90630

__X__ County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92702

Project Title Conditional Use Permit No. 2022-01	
Project Location - Specific 5890 Lincoln Avenue	
Project Location - City Cypress	**Project Location - County** Orange
Description of Nature, Purpose, and Beneficiaries of Project A request to replace an existing full-service car wash with a new self-service car wash facility, owned and operated Bliss Car Wash.	
Name of Public Agency Approving Project City of Cypress	
Name of Person or Agency Carrying Out Project (Applicant's Name and Address) Mr. Jeff Liederman, PM Design Group, 38 Executive Park, Suite 310, Irvine, CA 92614	
Exempt Status: (Check One) ___ Ministerial (Sec. 21080(b)(1);15268); ___ Declared Emergency (Sec. 21080(b)(3);15269(a)); ___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); _X_ Categorical Exemption, Class 2.b. - Replacement Construction (Sec. 15302(b))	
Reasons why project is exempt: The project consists of the replacement/reconstruction of a commercial structure with a new structure of substantially the same size, purpose and capacity.	

Lead Agency Contact Person	**Area Code**	**Telephone Number**
Ms. Kori Sanders, Associate Planner	(714)	229-6724

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?
   Yes _____ No _____

_____ _____ _____
Date Received for Filing at OPR | Signature | Date

Planning Director
Title

☒ Signed by Lead Agency
☐ Signed by Applicant

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **3.**

FROM: Alisha Farnell, City Clerk

DATE: 06/13/2022

SUBJECT: **Receive and File Public Comments Submitted for the June 13, 2022 City Council Meeting**

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Alisha Farnell, City Clerk

DATE: 06/13/2022

SUBJECT: **Approve Minutes - Meetings of April 25, 2022, May 9, 2022, May 11, 2022 and May 12, 2022**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

April 25, 2022 City Council Meeting Minutes
May 9, 2022 City Council Meeting Minutes
May 11, 2022 Special City Council Meeting Minutes
May 12, 2022 Special City Council Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
APRIL 25, 2022
6:30 P.M.

A regular meeting of the Cypress City Council was called to order at 6:34 p.m. by Mayor Pro Tem Hertz Mallari 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 - ABSENT
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

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 Aware

Mayor Pro Tem Hertz-Mallari recessed the meeting at 6:39 p.m.

RECONVENE

Mayor Pro Tem Hertz-Mallari reconvened the City Council meeting at 7:10 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 – ABSENT
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
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell
Communications and Marketing Analyst Brooke Straus

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

INVOCATION Pastor Trevor Cooper, First Baptist Church of Cypress, led the Invocation.

REPORT OF WORKSHOP AGENDA/CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session and held a discussion on the item listed on the Closed Session agenda, namely Conference with Legal Counsel, one item of anticipated litigation under the heading significant exposure to litigation, a claim by Californians Aware. He stated a copy of the letter from Californians Aware is available for viewing. He further reported that following a discussion of that threat of litigation matter, it was moved by Council Member Peat, and seconded by Council Member Minikus, to direct the rejection of the claim by Californians Aware and declining the Brown Act demand and presenting a written rejection letter from the City Attorney's office on the next City Council agenda for review and receipt of the communication.

The City Attorney reported that the motion was carried by the following roll call vote:

AYES:	3	COUNCIL MEMBERS:	Minikus, Peat and Hertz-Mallari
NOES:	1	COUNCIL MEMBERS:	Marquez
ABSENT:	1	COUNCIL MEMBERS:	Morales

PRESENTATIONS

Mayor Pro Tem Hertz-Mallari stated the first presentation item, Recognition of Anaheim Union High School District Student Ambassadors, would be delayed to later in the agenda to accommodate the students' arrival.

Mayor Pro Tem Hertz-Mallari presented Business Environmental Awards to Westmont Cypress Assisted Living, Dominic's Ristorante Italiano, Casa Grande Apartment Homes, McDonald's and John's Restaurant.

Mayor Pro Tem Hertz-Mallari invited Orange County Fire Authority Division Chief Steve Dohman forward to introduce himself to the community.

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

Council Member Minikus provided a report on the community meeting at Maple Grove Park North regarding the proposed park restroom.

Julie Foy, Cypress, spoke regarding the Maple Grove Park North community meeting.

Derrick Balsillie, Cypress, spoke regarding Maple Grove Park North community meeting.

David Burke, Cypress, spoke regarding the Maple Grove Park North community meeting, Closed Session and the community survey.

Katie Shapiro, Cypress, spoke regarding communication issues with the City.

Marilyn Reames, Cypress, spoke regarding traffic signal concerns at Katella Avenue and Enterprise Drive.

Katherine Kim, Cypress, spoke about regarding regulations on the placement of trash cans.

Robin Itzler, Cypress, spoke regarding the solid waste franchise amendment and in opposition to district elections.

Clare Chu, Cypress, spoke regarding Lexington Park, police and fire services and the California Voting Rights Act challenge.

Harumi Lucak, Cypress, spoke of the City's recent accomplishments and threats of litigation.

Roberta O'Toole, Cypress, spoke regarding recent community events, the Community Emergency Response Team (CERT), and expressed appreciation for the City's accomplishments and the current and past City Councils.

The City Manager announced Oral Communication had reached its 30 minute limit and stated the City Council could take action to extend Oral Communications.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to extend the period of Oral Communications to encompass all in person and online speakers.

The motion was carried by the following roll call vote:

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

Beth Culver, Cypress, spoke regarding communications obtained under the California Public Records Act.

Shelley Henderson, Cypress, spoke regarding upcoming community events.

Helen Le, Cypress, spoke regarding bulky item pick-ups for multi-family properties and district elections.

PUBLIC HEARING

Item No. 1: Approve Conditional Use Permit No. 2022-02 to Permit the Sale of Beer and Wine at an Existing Restaurant at 4959-A Katella Avenue

Mayor Pro Tem Hertz-Mallari asked Council Members to disclose communication with anyone relevant to the item.

No communications were disclosed.

The Planning Director provided a report on this item.

Mayor Pro Tem Hertz-Mallari opened the public hearing.

The applicant agreed to the Conditions of Approval for the Conditional Use Permit and provided brief remarks regarding the project.

There were no public comments.

Mayor Pro Tem Hertz-Mallari closed the public hearing.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve the Resolution approving Conditional Use Permit No. 2022-02, with conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

The motion was carried by the following roll call vote:

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

RESOLUTION NO. 6883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING CONDITIONAL USE PERMIT NO. 2022-02, A REQUEST TO ADD ON-SALE BEER AND WINE TO AN EXISTING RESTAURANT LOCATED AT 4959 KATELLA AVENUE, SUITE A, WITHIN THE PBP - PLANNED BUSINESS PARK ZONE AND FURTHER DETERMINING THAT PUBLIC CONVIENCE WOULD BE SERVED WITH THE ISSUANCE OF A TYPE 41 ALCOHOLIC BELVERAGE CONTROL LICENSE

Item No. 2: Introduce an Ordinance Approving the Police Department's Military Equipment Policy

Mayor Pro Tem Hertz-Mallari asked Council Members to disclose communication with anyone relevant to the item.

No communications were disclosed.

The Chief of Police provided a report on this item.

Council Member Marquez commented on this item.

Mayor Pro Tem Hertz-Mallari opened the public hearing.

Bob Youngsma, Cypress, spoke in support of this item.

Mayor Pro Tem Hertz-Mallari closed the public hearing.

It was moved by Council Member Marquez, and seconded by Council Member Minikus, to introduce for first reading an Ordinance, by title only, approving the Police Department's Military Equipment Policy.

The City Attorney read the title of the Ordinance.

The motion was carried by the following roll call vote:

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

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 Minikus stated that Agenda Item No. 11, the Warrant Register, includes electronic fund transfer No. 10863 for $286.18 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. 10863 for the reason disclosed.

It was moved by Council Member Peat, and seconded by Council Member Marquez, to approve Consent Calendar Items No. 3 through 11.

The motion was carried by the following roll call vote:

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

Item No. 3: Receive and File Public Comments Submitted for the April 25, 2022 City Council Meeting

Recommendation: Receive and file submitted public comments.

Item No. 4: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 5: Approve Minutes - Meeting of March 14, 2022

Recommendation: Approve as submitted.

Item No. 6: Accept the Arterial Rehabilitation, Project 297

Recommendation:

1. Accept the Arterial Rehabilitation, Project 297, in the amount of $748,374.07 and approve the final payment of $37,418.72 to RJ Noble Company; and

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

Item No 7: Approve Filling a Vacancy on the Traffic Commission through the 2022 Commissioner Recruitment

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

Item No. 8: Proclaim the Month of May 2022 as Water Safety Month

Recommendation: Proclaim the month of May 2022 as Water Safety Month.

Item No. 9: Receive and File the Investment Report for the Month Ended March 31, 2022

Recommendation: Receive and file the attached investment report.

Item No. 10: Receive and File the Strategic Plan Six-Month Objectives Update

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

Item No. 11: Approve Register of Warrants, Transfers, and Wires Issued for the Period of March 26, 2022 through April 8, 2022

Recommendation: Approve the attached payment register summarized below for the period of March 26, 2022 through April 8, 2022

- Electronic Funds Transfers 10847 through 10989
- Warrants 59129 through 59225
- Payroll Transfers W1472

NEW BUSINESS

None.

PRESENTATIONS (cont.)

Mayor Pro Tem Hertz-Mallari recognized Anaheim Union High School District Student Ambassadors from Oxford Academy and Cypress High School.

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

Helen Le, Cypress, spoke regarding multi-family trash accounts, bulky-item pick-ups.

Beth Culver, Cypress, spoke regarding communications obtained under the California Public Records Act.

Clare Chu, Cypress, spoke regarding City Council behavior.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Minikus:

Stated he plans to recommend the City develop a neighborhood outreach process for any significant enhancements or investments that might impact a specific neighborhood in the City. Requested a diversity and inclusion proclamation be placed on the May 9 agenda for City Council consideration. Requested an item be placed on the May 9 agenda that will allow City Council to consider ordering an audit of Valley Vista Services financial records and customer service levels.

Council Member Marquez:

Participated in National Library Week event at the Cypress Library. Attended Assemblywoman Quirk-Silva's Community Conversation event. Attended a Friends of Cypress Library event. Attended the Cypress School District Every Student Succeeding event. Attended the volunteer recognition dinner at the Cypress Senior Center. Attended the Cypress Art League's Spring Art Show. Attended a P.A.C.E. graduation and playground grand opening ceremony at Grace Christian School. Announced the opening of a new Memorial Care facility. Spoke regarding the Maple Grove Park North community meeting. Stated she plans to propose an ordinance for a fair and competitive bidding process on contracts at the next meeting.

Council Member Peat:

Participated in the Maple Grove Park North community meeting. Attended the Every Child Succeeding event at Cypress School District. Spoke regarding the Valley Vista Services franchise agreement, politics, and communications obtained under the California Public Records Act referenced during Oral Communications.

Mayor Pro Tem Hertz-Mallari:

No report.

CITY MANAGER REMARKS

No report.

ADJOURNMENT

A motion was made by Council Member Peat, and seconded by Council Member Minikus, and carried 3-1-1, with Council Member Marquez voting No and Mayor Morales absent, to adjourn the meeting at 9:38 p.m. The next Regular Council Meeting will be held on Monday, May 9, 2022, beginning at 5:30 p.m. inside the Executive Board Room.

_____

MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

REGULAR MEETING
CYPRESS CITY COUNCIL
MAY 09, 2022
5:00 P.M.

A regular meeting of the Cypress City Council was called to order at 5:00 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
Director of Finance and Administrative Services Matt Burton
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell
Assistant Director of Finance and Administrative Services Donna Mullally
City Engineer Nick Mangkalakiri
Maintenance Superintendent Kirk Streets
Recreation Manager Ian Kokot

ORAL COMMUNICATIONS

None.

WORKSHOP SESSION

Receive and File Fiscal Year 2022-23 Proposed Budget and Capital Improvement Program

The City Manager provided introductory comments. The Director of Finance and Administrative Services and Director of Public Works provided reports on this item.

City Council discussion ensued.

No action was taken.

Mayor Morales recessed the meeting at 6:30 p.m.

Mayor Morales reconvened the meeting at 6:34 p.m.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Negotiators: City Manager and Director of Finance and Administrative Services
Employee Group: Cypress Police Officers Association

Mayor Morales recessed the meeting at 6:35 p.m.

RECONVENE

Mayor Morales called to order the 7:00 p.m. session of the City Council meeting at 7:24 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
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell

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

INVOCATION Pastor Daniel Baik, Miracleland Baptist Church, led the Invocation.

REPORT OF WORKSHOP AGENDA/CLOSED SESSION

The City Attorney reported that the City Council held a Workshop Session to receive and file the Fiscal Year 2022-23 Proposed Budget and Capital Improvement Program. He further stated the City Council met in Closed Session regarding Conference with Labor Negotiator concerning the employee group Cypress Police Officers Association, he reported the City Council held a discussion and no further reportable action was taken.

PRESENTATION

The City Council presented a Proclamation to the Cypress Police Department proclaiming the week of May 15-21, 2022 as “National Police Week.”

The City Council recognized Officer Nicole Ghattas as Cypress’ Top Vehicle Theft Recovery Officer of the Year.

Director of Recreation and Community Services introduced Recreation Supervisor Courtney Powers, Recreation Coordinator Lauren Hull, Recreation Coordinator Alexis Corral, Recreation Coordinator Ervy Rodriguez and Recreation Manager Ian Kokot.

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

Julie Foy, Cypress, spoke regarding agenda item no. 12.

Robin Itzler, Cypress, spoke regarding the solid waste franchise agreement and agenda item no. 13.

Katie Shapiro, Cypress, spoke regarding item no. 13 and transparency.

Carolyn Balagot, Cypress, spoke regarding agenda item no. 13.

Bob Youngsma, Cypress, spoke regarding solid waste franchise agreement.

Steve Pitman, National Alliance on Mental Illness (NAMI), spoke regarding mental illness.

Sylvia Munoz, Cypress, spoke regarding comments made about her daughter during a City Council meeting.

Beth Culver, Cypress, spoke regarding propaganda and agenda item no. 13.

Harumi Lucak, Cypress, spoke regarding Assembly candidate Soo Yoo.

Brooke Nafarrete, Cypress, spoke regarding agenda items no. 13 and no. 14.

Glen Button, Cypress, spoke regarding Senate candidate Janet Nguyen and Assembly candidate Soo Yoo.

W. Maxey, spoke regarding public comments made about Council Members, political advertisements, and agenda item no. 14.

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 items no. 4, 8 and 10.

It was moved by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Minikus, to approve Consent Calendar Items No. 1 through 3, 5 through 7 and 9.

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 May 9, 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: Approve Minutes - Meeting of March 28, 2022

Recommendation: Approve as submitted.

Item No. 5: Approve Senate Bill 1 Road Maintenance and Rehabilitation Account Funding and Project List

Recommendation: Adopt a Resolution approving the FY 2022-23 project list for Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) funding.

RESOLUTION NO. 6885

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR

2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Item No 6: Proclaim the Week of May 15-21, 2022 as National Police Week

Recommendation: Proclaim the week of May 15-21, 2022 as National Police Week.

Item No. 7: Proclaim the Week of May 15-21, 2022 as National Public Works Week

Recommendation: Proclaim the week of May 15-21, 2022 as National Public Works Week.

Item No. 9: Second Reading and Adoption of an Ordinance Approving the Police Department's Military Equipment Policy

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, approving the Police Department's Military Equipment Policy.

ORDINANCE NO. 1194

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA APPROVING THE CYPRESS POLICE DEPARTMENT'S MILITARY EQUIPMENT USE POLICY

END OF CONSENT CALENDAR

Regarding Item No. 4: Approve the City Engineer's Report and Renew Cypress Corporate Center Landscape Maintenance District No. 1 (Stanton Channel Berm)

Council Member Marquez commented on this item.

The Public Works Director provided information.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve the City Engineer's Report for the Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2022-23; and adopt the attached Resolution declaring the City Council's intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for maintenance of the landscape and irrigation system located at the berm on the north side of the Stanton Channel and setting a public hearing for June 27, 2022.

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. 6884

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DECLARING ITS INTENTION TO ORDER THE RENEWAL OF CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2022-23, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND FIXING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

Regarding Item No. 8: Receive the Response Letter to the Brown Act Demand from Californians Aware

Council Member Marquez commented on this item.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to receive the response letter to the Brown Act demand from Californians Aware.

The motion was carried by the following roll call vote:

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

Regarding Item No. 10: Approve Register of Warrants, Transfers, and Wires Issued for the Period of April 9, 2022 through April 22, 2022

Council Member Marquez commended on this item.

The City Manager provided information.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve the attached payment register summarized below for the period of April 9, 2022 through April 22, 2022: Electronic Funds Transfers 10990 through 11000, Warrants 59226 through 59343, Payroll Transfers W1473.

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

NEW BUSINESS

Item No. 11: Introduce an Ordinance Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters

The Chief of Police provided a report on this item.

City Council discussion ensued.

It was moved by Council Member Peat, and seconded by Council Member Marquez, to introduce the first reading, by title only, an Ordinance establishing regulations prohibiting the unlawful possession of catalytic converters.

The City Attorney read the title of the Ordinance.

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: Consider and Provide Direction on the Maple Grove Park North Restroom Capital Improvement Project

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 rescind the project and not move forward with the development of a restroom at Maple Grove Park North.

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. 13: Consider a Proclamation in Support of Diversity and Inclusion

Council Member Minikus commented on this item.

It was moved by Council Member Minikus, to approve a proclamation in support of diversity and inclusion.

City Council discussion ensued.

An alternate motion was made by Mayor Morales, and seconded by Council Member Minikus, to continue this item to a future City Council meeting.

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 14: Consider Directing the City Manager to Audit the Solid Waste Franchise

Council Member Minikus commented on this item.

City Council discussion ensued.

The City Attorney provided information.

Council Member Minikus requested to pull the item from consideration.

No action was taken.

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

Carolyn Balagot, Cypress, spoke regarding agenda item no. 13.

Brooke Nafarrete, Cypress, spoke regarding agenda item no. 14, communication between residents and City Council, and racial language contained in communications obtained under the California Public Records Act.

Derek Balsillie, Cypress, spoke regarding agenda item no. 12.

David Burke, Cypress, spoke regarding agenda item no. 13 and continuing discussions of issues.

Helen Le, Cypress, spoke regarding agenda item no. 13 and the solid waste franchise agreement.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Minikus:

No Report.

Council Member Marquez:

Attended the Southern California Association of Governments regional conference. Attended P.A.C.E graduation ceremonies at King Elementary School and St. Irenaeus Parish School. Requested the City to explore options to increase distribution of the Event-News Enterprise newspaper. Stated she will return to the next meeting with ideas for an ordinance to go out to bid competitively and fairly. Addressed public comments made during Oral Communications.

Council Member Peat:

Met with a Cypress resident to discuss and answer questions regarding the Valley Vista Services franchise agreement. Attended the P.A.C.E graduation ceremony at King Elementary School. Submitted a white paper regarding the solid waste franchise to the City Clerk in response to a Public Records Act request. Expressed opposition to the City funding the distribution of a privately-owned newspaper.

Mayor Pro Tem Hertz-Mallari:

No report.

Mayor Morales:

Attended the Youth Action Committee recognition banquet. Expressed opposition to City funding the distribution of a privately-owned newspaper.

CITY MANAGER REMARKS

The City Attorney addressed public comments made during Oral Communications.

The City Manager announced dates for the upcoming Commission applicant interviews, Police Department Open House, and Valley Vista Services organics recycling workshops. Reported the City held an employee recognition event at Lexington Park and thanked employees for their service to the community.

ADJOURNMENT

A motion was made by Council Member Peat, and seconded by Council Member Marquez, and unanimously carried 5-0, to adjourn the meeting at 9:33 p.m. The next Regular Council Meeting will be held on Monday, May 23, 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
MAY 11, 2022
5:00 P.M.

A special meeting of the Cypress City Council was called to order at 5:00 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 Clerk Alisha Farnell
Office Assistant Christina Dizol

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

None.

CONSENT CALENDAR

Item No. 1: Receive and File Public Comments Submitted for the May 11, 2022 Special City Council Meeting

Recommendation: Receive and file submitted public comments.

The City Clerk reported that no public comments were submitted.

No action was taken.

DISCUSSION ITEM

Item No. 2: Commission Applicant Interviews

The City Council conducted interviews of applicants for the following Commission appointments:

- Recreation and Community Services Commission – Two Full-Term Appointments
- Senior Citizens Commission – Two Full-Term Appointments, One Partial-term Appointment
- Traffic Commission – One Full-Term Appointments, One Partial-Term Appointment

No action was taken.

ADJOURNMENT

Mayor Morales adjourned the meeting at 6:46 p.m. to an adjourned Special Meeting, to be held on Thursday, May 12, 2022, beginning at 5:00 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
MAY 12, 2022
5:00 P.M.

A special meeting of the Cypress City Council was called to order at 5:06 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 Clerk Alisha Farnell
Office Assistant Christina Dizol

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

None.

CONSENT CALENDAR

Item No. 1: Receive and File Public Comments Submitted for the May 12, 2022 Special City Council Meeting

Recommendation: Receive and file submitted public comments.

The City Clerk reported that no public comments were submitted.

No action was taken.

DISCUSSION ITEM

Item No. 2: Commission Applicant Interviews

The City Council conducted interviews of applicants for the following Commission appointments:

- Recreation and Community Services Commission – Two Full-Term Appointments
- Senior Citizens Commission – Two Full-Term Appointments, One Partial-term Appointment
- Traffic Commission – One Full-Term Appointments, One Partial-Term Appointment

City Council discussion ensued.

No action was taken.

ADJOURNMENT

A motion was made by Mayor Pro Tem Hertz-Mallari, seconded by Council Member Minikus, and unanimously carried 5-0, to adjourn the meeting at 7:29 p.m. The next meeting will be an adjourned Regular Meeting will be held on Monday, May 23, 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 **6.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/13/2022

SUBJECT: **Accept Organic Recycling Local Assistance Grant**

RECOMMENDATION

1. Accept a CalRecycle Organic Recycling Local Assistance Grant; and

2. Increase estimated revenues by $69,242 in the City's General Fund.

DISCUSSION

The City Council approved a Resolution permitting the City to apply for California Department of Resources Recycling and Recovery (CalRecycle) grants as they become available for recycling and solid waste programs (see attachment). CalRecycle recently awarded the City a one-time $69,424 grant to assist with organic recycling.

Grant proceeds may be expended on personnel and consulting services related to organic recycling implementation between May 2022 and May 2024. The one-time grant proceeds will pay for a portion of the cost of the additional public education and outreach, exemption waiver program, reporting and compliance monitoring required by CalRecycle over the next two fiscal years and there are no matching requirements.

BUDGET IMPACT

The Organic Recycling Local Assistance Grant Program provides $69,424 in one-time General Fund revenues for organic recycling implementation. Additional implementation costs above the grant award will be funded by the compliance monitoring fee.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO. 6876

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

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

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

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

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

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

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

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

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

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

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

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

CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/13/2022

SUBJECT: **Adopt Annual Statement of Investment Policy**

RECOMMENDATION

Adopt a Resolution approving the Annual Statement of Investment Policy.

DISCUSSION

The City Council's investment philosophy is designed to ensure funds are always safe and available when needed. The Annual Statement of Investment Policy (policy) clearly states the policies and procedures for the prudent investment of the City's cash. It outlines investment-related activities which represent an effective cash management and short-term investment plan. The existing policy continues to be consistent with the City's investment objectives. As a result, there are no substantive changes to the attached investment policy; only minor language updates have been made for FY 2022-23.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

FY 2022-23 Statement of Investment Policy

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS THE EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY

WHEREAS, Section 53646 of the Government Code of the State of California establishes and requires the City Treasurer to annually render to the City Council at a public meeting a Statement of Investment Policy; and

WHEREAS, the City Treasurer has heretofore prepared and submitted to the City Council a proposed Statement of Investment Policy, pursuant to law;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cypress, and acting as the ex officio governing Board of Directors of the Cypress Recreation and Park District, hereby adopts the Annual Statement of Investment Policy.

PASSED AND ADOPTED by the City Council of the City of Cypress, and ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 13th day of June, 2022.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June, 2022, by the following roll call vote:

AYES: 0 COUNCILMEMBERS:
NOES: 0 COUNCILMEMBERS:
ABSENT: 0 COUNCILMEMBERS:

CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

STATEMENT OF INVESTMENT POLICY

FISCAL YEAR 2022-23



CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

Table of Contents

STATEMENT OF INVESTMENT POLICY 3

1. Purpose 3
2. Scope 3
3. Prudence 3
4. Objective 4
5. Delegation of Authority 4
6. Ethics and Conflicts of Interest 5
7. Authorized Financial Dealers and Institutions 5
8. Authorized and Suitable Investments 5
9. Review of Investment Portfolio 8
10. Investment Pools/Mutual Funds 8
11. Collateralization 8
12. Safekeeping and Custody 9
13. Maximum Maturities 9
14. Internal Controls 9
15. Reporting 10
16. Investment Policy Adoption 10
17. Indemnification 10

INVESTMENT GUIDELINES AND STRATEGY 11

I. Guidelines 11
II. Strategy 13
III. Audit 13

INVESTMENT PROCEDURES – INTERNAL CONTROL GUIDELINES 14

I. Objectives of Internal Control 14
II. Limitation of Internal Control 14
III. Elements of Internal Control 14
IV. Cash Controls 15

SEGREGATION OF RESPONSIBILITIES OF THE TREASURY FUNCTIONS . 16

GLOSSARY OF INVESTMENT TERMINOLOGY 17

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

PURPOSE

This purpose of this policy is to provide guidelines for the prudent investment of unexpended funds to maximize security while meeting daily cash flow demands and providing a market rate of return. The investment practices and policies are based on compliance with State law and prudent money management principles.

SCOPE

This Statement of Investment Policy (Policy) covers all funds under the City's control, including the Cypress Recreation and Park District and the Successor Agency to the dissolved Cypress Redevelopment Agency, collectively referred to herein as the City's investment portfolio, or portfolio.

This Policy also applies to any bond proceeds. If a bond's trust agreement is more restrictive than this Policy, then the trust agreement supersedes this Policy. The City may delegate its investment responsibility to the fiscal agent to ensure compliance with the bond covenants when managing bond proceeds. Borrowing money solely for the purpose of investing and earning arbitrage is specifically prohibited.

The Public Agencies Post-Employment Benefits Trust (PARS Trust) is managed under separate investment goals, objectives, and management policies, and as such is specifically excluded from this policy. Additional information can be found in the Investment Guidelines Document for the PARS Trust.

PRUDENCE

The City strives to maintain the level of investment of all idle funds as near 100% as possible. All temporarily pooled idle cash is invested under the Prudent Investor Standard, as set forth in California Government Code Section 53600.3:

"…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and

considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

OBJECTIVE

The primary objectives, in priority order, of the City's investment activities shall be:

a. Safety - The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City will undertake investments in a manner that seeks to ensure the preservation of capital in the overall portfolio.

b. Liquidity - This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or interest. The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity to meet all operating requirements as well as unanticipated needs for funds.

c. Return on Investments (Yield) – Yield is the income returned on investments. The Portfolio will be designed with the objective to attain a market rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and cash flow requirements.

DELEGATION OF AUTHORITY

The City Council, pursuant to California Government Code Section 53601, has primary responsibility for the investment of surplus monies. As authorized under Section 53607, the City Council hereby delegates its authority to invest surplus City funds to the City Treasurer and the Finance Manager. This delegation of authority shall be in effect for one fiscal year. The City Council may renew the authority annually and may revoke the authority at any time.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Officials, staff members and investment consultants shall disclose to the City Manager any material financial interests with a financial institution, provider, dealer or broker that conducts business with the City. Officials, staff members and investment consultants will further disclose any personal financial position that could be related to the City's cash and investment portfolio.

Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with and agree to abide by any Federal and State laws or regulations pertaining to contractual conflicts of interest or contributions by such firms, their employees, spouses or agents. Any persons, firms, dealers, brokers and advisors providing investment services or bond issue assistance shall disclose to the City Treasurer and Finance Manager all fee sharing and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issuing bonds.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the City. The City of Cypress shall transact business only with banks, savings and loans, and "primary" or "regional" registered investment securities broker/dealers with offices located in the State of California. The firms, and individuals covering the agency, should be knowledgeable and experienced in public agency investing and the investment products involved. Any broker/dealer or financial institution wishing to provide services must provide the following to the City Treasurer:

- A completed City of Cypress Broker/Dealer Questionnaire
- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Trading resolution
- Proof of state registration

AUTHORIZED AND SUITABLE INVESTMENTS

The City is authorized by California Government Code Section 53600 et seq. to invest in specific types of securities. This Statement of Investment Policy further limits the authorized investments to the following:

a) U.S. Treasury Securities

United States Treasury bills, notes, bonds, or certificates of indebtedness, for which the full faith and credit of the United States are pledged for the payment of principal and interest. There is no limit on the percentage of the portfolio that can be invested in this category.

b) U.S. Government Agency Securities

Bonds or obligations issued by federal government agencies or government-sponsored enterprises. There is no limit on the percentage of the portfolio that can be invested in this category. Examples include:

- Federal Home Loan Mortgage Corporation (FHLMC)
- Federal National Mortgage Association (FNMA)
- Federal Farm Credit Bank (FFCB)
- Federal Home Loan Bank Notes and Bonds (FHLB)
- Federal Agricultural Mortgage Corporation (FAMC)
- Government National Mortgage Association (GNMA)

c) Certificates of Deposit (CD)

A time deposit with a specific maturity evidenced by a Certificate. Purchases of CDs shall not exceed 25% of the portfolio at the time of purchase, nor one year maturity.

d) Bankers' Acceptances

Also known as bills of exchange or time drafts, Bankers' Acceptances are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days maturity. Issuing banks must be rated by at least two of the Nationally Recognized Statistical Rating Organizations (NRSROs) and have a short-term rating of at least A1/P1 and a long-term rating, if any, of not less than "A". Bankers' Acceptances shall not exceed 25% of the portfolio at the time of purchase.

e) Commercial Paper

Short-term, unsecured promissory notes issued by both financial and non-financial corporations. Eligible commercial paper shall be of "prime" quality of the highest ranking or of the highest letter and number rating as provided by an NRSRO, shall not exceed 270 days maturity, and shall not exceed 25% of the portfolio at the time of purchase. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

f) Negotiable Certificates of Deposit

Negotiable Certificates of Deposit issued by a nationally or state-chartered bank, a savings association, or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Issuing institutions must be rated by at least two of the NRSROs and have a short-term rating of at least A1/P1 and a long-term rating, if any, of not less than "A". Negotiable CDs shall not exceed 25% of the portfolio at the time of purchase.

g) Medium-term Corporate Notes

Unsecured promissory notes issued by corporations organized and operating in the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by an NRSRO. Medium-term Corporate Notes shall not exceed 25% of the portfolio at the time of purchase. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

h) Local Agency Investment Fund (LAIF)

LAIF is a voluntary investment program administered by the California State Treasurer and overseen by the Local Investment Advisory Board. It allows local agencies to invest in a major portfolio while maintaining highly liquid investments. The City may invest in LAIF up to the maximum permitted by State law.

i) Investment Trust of California (CalTRUST)

CalTRUST is a Joint Powers Authority created by local public agencies to deposit funds for investment. CalTRUST is governed by a Board of Trustees made up of experienced local agency treasurers and investment officers. There is no minimum investment, nor is there a maximum investment imposed by CalTRUST, however, the City has established a maximum of $50 million.

j) Money Market Mutual Funds

Shares of money market mutual funds as described in Government Code Section 53601(l). The total investment in money market mutual funds shall not exceed 20% of the portfolio at the time of purchase. No more than 10% of the portfolio may be invested in any one mutual fund.

k) Municipal Bonds

Bonds issued by local agencies of the United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated "A" or better by an NRSRO. No more than 5% of the portfolio may be invested in any one municipal issuer. In addition, the aggregate investment in municipal bonds may not exceed 25% of the portfolio at the time of purchase.

REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 8 – Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8 subsequent to the date of purchase, the Treasurer shall at least quarterly review the portfolio to identify any securities no longer in compliance. The Treasurer shall report to the City Council any major and critical incidences of noncompliance identified through the portfolio review.

If the credit rating of a security in the portfolio is downgraded, the City Treasurer and Finance Manager will monitor the credit risk and evaluate the need to sell the security prior to maturity. When selling securities prior to maturity, losses are only acceptable if (1) the proposed swap/trade can clearly enhance yield (value) over the life of the new security on a total return basis, or (2) to prevent the further loss of principal. Sufficient written documentation to facilitate the audit of the transaction must be maintained. Under Section 53601.6 of the California Government Code, the City may hold prohibited investments until their maturity to avoid incurring a loss. This allows the City to "grandfather" in securities purchased prior to a downgrade or the effective date of new legislation.

INVESTMENT POOLS/MUTUAL FUNDS

The Treasurer shall be required to research all investment pools and mutual funds prior to investing in them, and to stay abreast of any changes while the funds are invested in the pool/fund. The analysis should include an understanding of the pool/fund's eligible securities, maximum maturities, interest calculation and distribution, size, withdrawal and deposit limits, and expense ratio.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

COLLATERALIZATION

Surplus funds must be deposited in state or national banks, state or federal savings associations or federal credit unions within the State of California. All demand and time deposits shall be collateralized with securities authorized by California Government Code Section 53651 et seq. The bank or savings and loan must secure public funds deposits with eligible securities having a market value of 110% of the total amount of the deposits or first trust deeds having a value of 150% of the total amount of the deposits. The Treasurer may waive security for that portion of a deposit, which is insured pursuant to Federal law. The first $250,000 of a deposit is federally insured. Deposits over $250,000 are collateralized as indicated above.

SAFEKEEPING AND CUSTODY

All security transactions shall be conducted on a delivery-versus-payment (DVP) method. All securities shall be registered in the name of the City of Cypress and held by a third-party custodian designated by the City Treasurer.

MAXIMUM MATURITIES

In accordance with California Government Code, the City will not invest in any security maturing more than 5 years from the settlement date. However, if the City Treasurer desires to invest in longer-term securities, the Government Code allows such an investment if it is expressly approved by the City Council at least three months prior to the purchase.

INTERNAL CONTROLS

A system of internal control shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from irregularities, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include: control of collusion, separation of duties, custodial safekeeping, clear delegation of authority, written confirmation of transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and code of ethics standards.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

REPORTING

Under provisions of Section 53607 of the California Government Code, the City Treasurer shall submit a monthly investment report to the City Council. This report will list the type of investment, institution, date of maturity, amount of deposit, rate of interest, current market value of securities with maturities in excess of 12 months, source of market valuations, and statement of compliance. A schedule of market values maturing by date and type, and such other data as required by the City Council will also be provided.

INVESTMENT POLICY ADOPTION

The City Treasurer and Finance Manager shall be responsible for reviewing and modifying this Statement of Investment Policy annually for City Council approval to ensure its consistency with the overall objectives of safety, preservation of principal, and liquidity, and its relevance to current law and current financial and economic conditions.

INDEMNIFICATION

Any authorized investment personnel acting with prudence and in accordance with the City Statement of Investment Policy, will not be held personally liable for any investment losses. Through surety bonds the City is indemnified against any investment personnel acting with malfeasance, misfeasance or nonfeasance.



City Treasurer

June 1, 2022
Date

Attachments: Investment Guidelines and Strategy
Investment Procedures-Internal Control Guidelines
Segregation of Responsibilities of the Treasury Functions
Glossary of Investment Terminology

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

INVESTMENT GUIDELINES AND STRATEGY

I. GUIDELINES:

Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.

1. Investment Transaction: Every investment transaction must be authorized and reviewed by the City Treasurer and Finance Manager.

2. Pooled Cash: Whenever practical, cash is consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated quarterly to each fund according to fund actual month-end cash balances.

3. Competitive Bids: Purchases and sales of securities are made on the basis of competitive offers and bids when practical.

4. Cash Forecasting: The cash flow for the City is projected with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.

5. Investment Limitations: Security purchases and holdings are maintained within statutory limits imposed by the California Government Code. The City's current limits are listed on the following page.

6. Liquidity: The marketability (salability) of a security is considered at the time of purchase, as the security may have to be sold at a later date to meet unanticipated cash demands.

7. Diversification: The portfolio should consist of various types of securities, issuers, and maturities.

8. Evaluate Certificates of Deposit:

   a) Certificates of Deposit shall be evaluated in terms of Federal Deposit Insurance Corporation (FDIC) coverage. The City does not purchase Certificates of Deposit in excess of the FDIC coverage amount.

   b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized promissory notes.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

INVESTMENT GUIDELINES AND STRATEGY

	CITY POLICY		GOVERNMENT CODE	
PERMITTED INVESTMENTS	Portfolio Limit	Maximum Maturity	Portfolio Limit	Maximum Maturity
U.S. Treasury Securities	No limit	5 years	No limit	5 years
U.S. Agency Securities	No limit	5 years	No limit	5 years
Certificates of Deposit (CD)	25%	1 year	No limit	5 years
Bankers' Acceptances [1]	25%	180 days	40%	180 days
Commercial Paper [2]	25%	270 days	25% - 40%	270 days
Negotiable CDs [1]	25%	5 years	30%	5 years
Medium-term Corporate Notes [2]	25%	5 years	30%	5 years
LAIF	No limit [3]	n/a	No limit [3]	n/a
CalTRUST	$50 million	n/a	No limit	n/a
Money Market Mutual Funds	20%	n/a	20%	n/a
Municipal Bonds [4]	25%	5 years	No limit	5 years

[1] Individual issuer limit of 10%

[2] Individual issuer limit of 10% for Commercial Paper and Medium-term Corporate Notes combined

[3] Limit set by LAIF Governing Board is $75 million per individual account. The City maintains two LAIF accounts (City and the Recreation and Park District).

[4] Individual issuer limit of 5%

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

INVESTMENT GUIDELINES AND STRATEGY

II. STRATEGY:

Strategy refers to the ability to manage financial resources in the most advantageous manner.

1. Economic Forecasts: Economic forecasts are obtained periodically from economists and financial experts to assist with the formulation of an investment strategy for the local agency.

2. Implementing Investment Strategy: Investment transactions are executed which conform with anticipated interest rate trends and the current investment strategy plan.

3. Preserve Portfolio Value: The City generally holds investments until maturity to avoid short-term market fluctuations..

III. AUDIT:

Annually, the City's external auditors test the City's portfolio for conformance to this policy in relation to the financial statement audit.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23
INVESTMENT PROCEDURES
INTERNAL CONTROL GUIDELINES

I. OBJECTIVES OF INTERNAL CONTROL:

Internal control is the plan of organization and all the related systems established by management's objective of ensuring, as far as practicable:

- The orderly and efficient conduct of its business, including adherence to management policies.
- The safeguarding of assets.
- The prevention or timely detection of errors and irregularities.
- The accuracy and completeness of the accounting records.
- The timely preparation of reliable financial information.

II. LIMITATIONS OF INTERNAL CONTROL:

No internal control system, however elaborate, can by itself guarantee the achievement of management's objectives. Internal control can provide only reasonable assurance that the objectives are met, because of its inherent limitations, including:

- Management's typical and practical requirement that a control be cost-effective.
- The focus of most controls on recurring, rather than unusual, types of transactions.
- Human error due to misunderstanding, carelessness, fatigue or distraction of functions.
- The potential for a person responsible for exercising control abusing that responsibility.
- Frequently, a member of management may be in a position to override controls which management has set up.
- Collusion, where two or more employees conspire to circumvent controls.

III. ELEMENTS OF INTERNAL CONTROL:

Elements of a system of internal control are the means by which an organization can satisfy the objectives of internal control. These elements are:

- ORGANIZATION: Specific responsibility for the performance of duties should be assigned and lines of authority and reporting clearly identified and understood.

- PERSONNEL: Personnel should have capabilities commensurate with their responsibilities. Personnel selection and training policies, together with the quality and quantity of supervision, are essential.

- SEGREGATION OF FUNCTIONS: Segregation of incompatible functions reduces the risk that a person is in a position both to perpetrate and conceal errors or irregularities in the normal course of duty. If different people handle two parts of a transaction, collusion is necessary to conceal errors or irregularities. In particular, the functions that should be considered when evaluating segregation of functions are authorization, execution, recording, custody of assets, and performing reconciliations.

- AUTHORIZATION: An appropriate responsible individual should authorize all transactions. The responsibilities and limits of authorization should be clearly delineated. The authorization for a specific transaction or the granting of authority for transactions should be to a position commensurate with the significance of the transactions. Delegation of authority to authorize transactions should be handled carefully.

- CONTROLS OVER ACCOUNTING SYSTEM: Controls over an accounting system include manual and automated procedures carried out independently to ascertain that transactions are complete, valid, authorized and properly recorded.

IV. CASH CONTROLS:

1. Cash control procedures include the following:
    a. Receipts are reconciled on a daily basis.
    b. Amounts are deposited intact.
    c. All bank accounts are duly authorized.
    d. Bank reconciliations are prepared and reviewed.
    e. The posting of cash receipt entries in books is timely.
    f. Receipt forms are automated, accounted for, and physically secured.
    g. Proper approval required for write-off's of customer accounts.
    h. Checks are restrictively endorsed upon receipt.
    i. Adequate physical security over cash.
    j. Individuals who handle cash do not post account records.
    k. Adequate supervision of Finance Department operations.

2. Significant revenues are confirmed directly with payer and compared with City books to make sure amounts are recorded properly.

3. Cash balances are substantiated by confirming **all** account balances. Bank reconciliations are reviewed for propriety and recalculated by the auditor. All significant reconciling items on bank reconciliations are verified as valid reconciling items by proving to subsequent bank statements.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

SEGREGATION OF RESPONSIBILITIES OF THE TREASURY FUNCTIONS

Function	Responsibility
1. Authorization of Investment Transactions	
A) Formal Investment Policy	
Prepared by:	Finance Manager/City Treasurer
Approved by:	City Treasurer
Adopted by:	City Council
B) Investment transactions approved by:	City Treasurer
C) Monthly Investment Report	
Prepared by:	Accountant/Finance Manager
Reviewed by:	Finance Manager/City Treasurer
Approved by:	City Treasurer
Submitted to:	City Council
2. Execution of investment transactions:	Finance Manager/City Treasurer
3. Timely recording of investments in Treasurer's records:	Finance Manager/City Treasurer
4. Recording of investments in the accounting records:	Accountant/Finance Manager
5. Accounting records approved by:	City Treasurer
6. Verification on investment with broker's records:	Accountant/Finance Manager
7. Safeguarding of Assets and Records	
A) Reconciliation of Treasurer's records to accounting records, bank statements and safekeeping records:	Finance Manager/City Treasurer
B) Approved by:	City Treasurer
C) Review of financial institution's financial condition, safety, liquidity, and yield potential of investments:	Finance Manager with City Treasurer approval
8. Wire Transfer Control Procedures	
A) Written amount, account and authorization agreement:	Requesting Department
B) Dual-approval required for all wire transfers:	Finance Manager/City Treasurer
9. Annual review of investment portfolio prepared by Finance Manager/City Treasurer, including investment types, purchase price, market values, maturity dates, yields, and safekeeping reports:	Independent Auditors for Financial Statements

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

GLOSSARY OF INVESTMENT TERMINOLOGY

Bankers' Acceptances: Short-term debt instruments issued by a company and guaranteed by a commercial bank. They are time drafts in which a bank accepts the obligation to pay the principal and interest at maturity even if the issuer does not. Essentially, these are bank obligations collateralized by goods being shipped between an exporter and importer. The date of maturity typically ranges between 30 and 180 days. The City may not invest more than 25% of its surplus money in Bankers' Acceptances with each issuer limited to 10%.

Basis Point: One one-hundredth of one percent, or 0.01%. Basis points are often used to describe changes in yields on bonds and notes.

Bid Price: The price at which a buyer offers to buy a security.

Certificates of Deposit (CD): A deposit of funds at a bank for a specified period of time that earns interest at a specified rate. The City does not purchase Certificates of Deposit that are not FDIC insured. The City may invest up to 25% of its surplus money in insured CD's with maturities of one year of less.

Collateral: Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public funds.

Commercial Paper: Short-term unsecured promissory notes issued by a corporation to raise working capital. These negotiable instruments are typically purchased at a discount to par value or at par value with interest bearing. Local agencies are permitted by State law to invest in Commercial Paper of the highest ranking or of the highest letter and numerical rating as provided by a nationally recognized statistical rating organization (NRSRO). Purchases of eligible Commercial Paper may not exceed 270 days maturity, nor exceed 25% of the City's surplus funds. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

Coupon: The annual rate of interest a bond’s issuer promises to pay the bondholder on the bond’s face value.

Credit Risk: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

GLOSSARY OF INVESTMENT TERMINOLOGY

Delivery Versus Payment (DVP): A procedure for settling investment transactions in which the delivery of the security by the seller and the payment for the security by the buyer happen simultaneously by a third-party safekeeping agent. This practice ensures no funds are at risk in an investment transaction as funds are not released until securities are delivered.

Discount: The difference between the par value of a bond and the cost of the bond, when cost is below par. Some short-term securities, such as Treasury bills and bankers acceptances, are known as discount securities. They sell at a discount from par and return par value to the investor at maturity, without additional interest. Other securities trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Duration: A measure of the timing of cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Federal Funds Rate: Interest rate charged by banks with excess reserves at a Federal Reserve bank to banks needing overnight loans to meet reserve requirements.

Interest: The amount earned while owning a security, generally calculated as a percentage of the principal amount.

Investment Trust of California (CalTRUST): A Joint Powers Agency Authority created by local public agencies to deposit funds for investment. CalTRUST is authorized as an investment under California Government Code Section 53601(p). While there is no maximum balance imposed by CalTRUST, the City has established a $50 million limit. CalTRUST offers varying degrees of liquidity, with the short-term option providing that deposits can be converted to cash in 24 hours. Interest is distributed to those agencies participating on a per share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid monthly. CalTRUST retains a portion of the earnings for administrative costs, ranging between 12 and 20 basis points.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

GLOSSARY OF INVESTMENT TERMINOLOGY

Local Agency Investment Fund (LAIF): A voluntary investment alternative for local governments and special districts authorized by California Government Code Section 16429.1 et seq. There is no minimum investment period and the minimum transaction is $5,000. Each LAIF account is limited to 15 transactions per month and subject to a maximum balance, currently set by the State Treasurer at $75 million, but subject to change. LAIF offers high liquidity because deposits can be converted to cash in 24 hours with no interest lost. Interest is distributed to those agencies participating on a per share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains a portion for administrative costs, not to exceed five percent of the quarterly earnings.

Local Agency Investment Fund (LAIF) (continued): The pooling of the State's surplus cash with the participant's surplus cash creates a multi-billion dollar money pool and allows diversified investments. In a high interest rate market, the City may do better than LAIF however, in times of low interest rates, LAIF's yields tend to be higher. The City invests in the Local Agency Investment Fund, whose Investment Policy allows investments in securities not specifically authorized by the City's Investment Policy. However these investments by LAIF are allowable under the California Government Code.

Market Risk: The possibility of an investor experiencing losses due to factors that affect the overall performance of the financial markets. Market risk is also known as undiversifiable risk because it affects all asset classes and is unpredictable.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Medium Term Corporate Notes: Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments traded in the secondary market. Medium Term Corporate Notes can be defined as extended maturity Commercial Paper. Local agencies are restricted by the Government Code to investments in corporations rated in the top three note categories by an NRSRO, five year maximum maturity and may not exceed 30% of surplus funds. The City's restrictions are a maximum term of five years to maturity and total investments in Medium Term Corporate Notes may not exceed 25% of the City's surplus funds. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

GLOSSARY OF INVESTMENT TERMINOLOGY

Municipal Bonds: Debt securities issued by a state or local government or governmental entity.

Nationally Recognized Statistical Rating Organization (NRSRO): A credit rating organization that provides an assessment of the creditworthiness of a firm or financial instrument(s), and is registered with the Securities and Exchange Commission.

Negotiable Certificates of Deposit: Unsecured obligations of the financial institution, bank or savings and loan, bought at par value with the promise to pay face value plus accrued interest at maturity. They are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. The primary market issuance is in multiples of $1,000,000, the secondary market usually trades in denominations of $500,000, and smaller lots are occasionally available. As a matter of practice, only the ten largest US banks, where there is a secondary market established for continued liquidity, are considered for investment. Purchases of Negotiable Certificate of Deposit may not exceed 25% of the City's surplus funds and five years to maturity. The City may invest no more than 10% of its total portfolio in the negotiable certificates of deposit of any single issuer.

Offer Price: The price asked by a seller of securities.

Par Value: The face value of a bond.

Premium: The difference between the par value of a bond and the market value of the bond, when the market price is above par. A bond is usually sold at a premium when it offers a coupon rate higher than prevailing interest rates.

Principal: The face value or par value of an investment.

Price Risk: The risk that the price of a bond sold prior to maturity will be less than the price at which the bond was originally purchased.

Reinvestment Risk: The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

Safekeeping: Storage and protection of a customer's financial assets, provided as a service by an institution serving as Agent or Custodian and, where control is delegated by the customer.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-23

GLOSSARY OF INVESTMENT TERMINOLOGY

U.S. Government Agency Securities: Debt securities issued or guaranteed by U.S. federal government agencies, or bonds issued by government-sponsored enterprises (GSEs). GSEs are corporations created by Congress to foster a public purpose. Bonds issues or guaranteed be federal agencies, such as the Government National Mortgage Association, are backed by the full faith and credit of the U. S. government. Bonds issued by GSEs, such as the Federal Nation Mortgage Association, are not backed by the same guarantee as federal government agencies.

U.S. Treasury Bills: Direct obligations of the United States Government issued weekly with maturity dates up to one year. They are issued and traded on a discount basis with interest calculated on a 360-day basis and actual invested days, and paid at maturity. They are a highly liquid security. An unlimited amount of the City's portfolio may be invested in US Treasury Bills.

U.S. Treasury Notes: Direct obligations of the United States Government with original maturities of two to ten years. Notes are actively traded in a large secondary market and are very liquid. Interest is paid every six months until maturity. An unlimited amount of funds may be invested in US Treasury Notes with maximum terms of five years. The term may be extended if authorized by the City Council.

Yield: The rate of annual income return on an investment, expressed as a percentage.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/13/2022

SUBJECT: **Adopt the Fiscal Year 2022-23 Appropriations Limit**

RECOMMENDATION

Adopt a Resolution establishing the City's Fiscal Year 2022-23 appropriations limit.

SUMMARY

In 1979, Proposition 4, known as the Gann Initiative, added Article XIIIB to the State Constitution. The Gann Initiative, combined with modifications made in 1990 by Proposition 111, limits the annual growth of tax-funded government spending to changes in population and inflation. The City's appropriations limit, also known as the "Gann limit", is required to be adopted annually by the City Council.

DISCUSSION

The appropriations limit applies only to revenues derived from taxes, such as property taxes, sales taxes, etc., and is based on actual FY 1986-87 appropriations adjusted each year for inflation and population growth. The inflation factor is either the percentage change in California’s Per Capita Income or the growth in the City’s assessed value due to the addition of non-residential new construction. The population factor is the growth in either the City’s or the County’s population, whichever is greater.

The FY 2022-23 appropriations limit was calculated in accordance with these guidelines utilizing the factors provided by the State Department of Finance. This year, the City and the County both experienced population declines. As a percentage, the County's decline was smaller (-0.23% compared to -0.44% for the City), therefore, the County's factor was used in the calculation.

The limit is calculated as shown below.

FY 2021-22 Appropriations Limit	Change in Per Capita Income (7.55%)	Percent increase/decrease in County population (-0.23%)	FY 2022-23 Appropriations Limit

$89,018,615	x 1.0755	x 0.9977	$95,519,320

For FY 2022-23, the City's appropriations limit will be $95,519,320. The FY 2022-23 proposed budget for City funds, scheduled for adoption on June 13, includes $30.9 million of tax proceeds. Therefore, the City will be well below the statutory limit for the upcoming fiscal year.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS
ESTABLISHING THE CITY'S APPROPRIATIONS LIMIT
FOR THE 2022-23 FISCAL YEAR.

WHEREAS, Article XIIIB of the State Constitution establishes and defines annual appropriations limits of local government; and

WHEREAS, appropriations subject to such limits may not exceed such limits; and

WHEREAS, documentation used in the determination of the appropriations limit for Fiscal Year 2022-23 has been available to the public in the Finance and Administrative Services Department for fifteen days as required by Government Code Section 7910; and

WHEREAS, Chapter 1205 of the Government Code requires that each year the governing body shall, by resolution, establish its appropriations limit.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cypress, hereby establishes the FY 2022-23 appropriations limit as follows:

FY 2022-23 Appropriations Limit	$95,519,320
FY 2022-23 Population Option Used	County of Orange Growth (-0.23%)
FY 2022-23 Cost of Living Option Used	California Per Capita Income (7.55%)

PASSED AND ADOPTED by the City Council of the City of Cypress, at a regular meeting held on the 13th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/13/2022

SUBJECT: **Adopt the Cypress Recreation and Park District's Fiscal Year 2022-23 Appropriations Limit**

RECOMMENDATION

Adopt a Resolution establishing the Cypress Recreation and Park District's Fiscal Year 2022-23 appropriations limit.

SUMMARY

In 1979, Proposition 4, known as the Gann Initiative, added Article XIIIB to the State Constitution. The Gann Initiative, combined with modifications made in 1990 by Proposition 111, limits the annual growth of tax-funded government spending to changes in population and inflation. The Cypress Recreation and Park District's appropriations limit, also known as the "Gann limit", is required to be adopted annually by the City Council, acting as the ex-officio Board of Directors of the District.

DISCUSSION

The appropriations limit applies to revenues derived from taxes, which for the District only includes property taxes, and is based on actual FY 1986-87 appropriations adjusted each year for inflation and population growth. The inflation factor is either the percentage change in California’s Per Capita Income or the growth in the District's assessed value due to the addition of non-residential new construction. The population factor is the growth in either the District's or the County’s population, whichever is greater.

The FY 2022-23 appropriations limit was calculated in accordance with these guidelines utilizing the factors provided by the State Department of Finance. This year, the District and the County both experienced population declines. As a percentage, the County's decline was smaller (-0.23% compared to -0.44% for the District), therefore, the County's factor was used in the calculation.

The limit is calculated as shown below.

FY 2021-22	Change in Per Capita	Percent increase/decrease in	FY 2022-23

Appropriations Limit	Change in Per Capita Income (7.55%)	Percent increase/decrease in County population (-0.23%)	FY 2022-23 Appropriations Limit
$9,904,744	x 1.0755	x 0.9977	$10,628,051

For FY 2022-23, the District's appropriations limit will be $10,628,051. The District's FY 2022-23 proposed budget, scheduled for adoption on June 13, includes $6.3 million of tax proceeds. Therefore, the District is well below the statutory limit for the upcoming fiscal year.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, A SUBSIDIARY DISTRICT OF THE CITY OF CYPRESS ESTABLISHING THE CYPRESS RECREATION AND PARK DISTRICT'S APPROPRIATIONS LIMIT FOR THE 2022-23 FISCAL YEAR.

WHEREAS, Article XIIIB of the State Constitution establishes and defines annual appropriations limits of local government; and

WHEREAS, appropriations subject to such limits may not exceed such limits; and

WHEREAS, documentation used in the determination of the appropriations limit for Fiscal Year 2022-23 has been available to the public in the Finance and Administrative Services Department for fifteen days as required by Government Code Section 7910; and

WHEREAS, Chapter 1205 of the Government Code requires that each year the governing body shall, by resolution, establish its appropriations limit.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cypress, acting as the ex officio governing Board of Directors of the Cypress Recreation and Park District, hereby establishes the FY 2022-23 appropriations limit for the Cypress Recreation and Park District as follows:

FY 2022-23 Appropriations Limit	$10,628,051
FY 2022-23 Population Option Used	County of Orange Growth (-0.23)
FY 2022-23 Cost of Living Option Used	California Per Capita Income (7.55%)

PASSED AND ADOPTED by the City Council of the City of Cypress, ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 13th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Alisha Farnell, City Clerk

DATE: 06/13/2022

SUBJECT: **Adopt Resolutions to Hold a General Municipal Election on November 8, 2022**

RECOMMENDATION

1. Adopt a Resolution calling and giving notice of a General Municipal Election on Tuesday, November 8, 2022, for the election of certain officers as required by the City Charter; and

2. Adopt a Resolution requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide General Election to be held on the same date pursuant to Elections Code Section 10403; and

3. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 8, 2022.

DISCUSSION

The City Charter calls for a General Municipal Election to be held on Tuesday, November 8, 2022, for the purpose of electing three members of the City Council for the full term of four years. The attached Resolutions calls for the holding of a General Municipal Election on Tuesday, November 8, 2022, requests the Board of Supervisors consolidate the General Municipal Election with the Statewide General Election, and establishes regulations for candidates for elective office pertaining to candidates statements submitted to the voters.

BUDGET IMPACT

The Proposed FY 2022-23 Budget includes $161,200 for election costs.

LEGAL REVIEW

The City Attorney has reviewed and approved the Resolutions.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution Calling Election
Resolution Consolidating with County
Resolution on Candidates Statements

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER.

WHEREAS, under the provisions of the City Charter, a General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the City Charter, there is called and ordered to be held in the City of Cypress, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four (4) years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls (vote centers) for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls (vote centers) shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress, California, at a regular meeting held on the 13th day of June 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June 2022; by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Cypress called a General Municipal Election to be held on November 8, 2022, for the purpose of the election of three (3) Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city, the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the county election department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of three (3) Members of the City Council.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Cypress recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the county election department of the County of Orange.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress, California, at a regular meeting held on the 13th day of June 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June 2022; by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON NOVEMBER 8, 2022.

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Cypress on November 8, 2022, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Orange. The County is required to translate candidate's statements into the following languages: Spanish, Korean, Chinese, and Vietnamese.

B. The County will print and mail separate voter information guides and candidates statements in Spanish, Korean, Chinese, and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places/vote centers, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate, and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS. All translations shall be provided by professionally-certified translators. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress, California, at a regular meeting held on the 13th day of June 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June 2022; by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Peter Grant, City Manager

DATE: 06/13/2022

SUBJECT: Amend On-Call Contract Services Agreement with Communications LAB for Community Outreach and Public Engagement and Approve Three Task Orders

---

RECOMMENDATION

1. Amend the on-call contract services agreement with Communications LAB for community outreach and public engagement; and

2. Approve a Task Order for $12,000 for temporary communications support; and

3. Approve a Task Order for $9,600 for voter outreach efforts; and

4. Approve a Task Order for $60,000 for Recreation and Community Services communications support for FY 2022-23.

DISCUSSION

The City Council adopted the city's first Community Engagement Plan in July 2021 to enhance efforts to connect and communicate with the community. The Plan calls for:

1. Effectively distributing information to the community
2. Promoting the City of Cypress' brand and special events
3. Blending new and traditional media
4. Connecting through Council Members, community connectors, and City partners

A Request for Qualifications was issued to identify communications firms to support the Plan and supplement community outreach and Recreation and Community Services marketing efforts. Communications LAB was identified as the most qualified firm and awarded an on-call Contract Services Agreement in December 2021.

Prior to any new community outreach service or communication project, Communications LAB provides a task order which includes a detailed scope of services, project schedule, and fee proposal for review and approval. Three task orders are recommended for FY 2022-23:

Communications Support
This task order will support the City's communication efforts while the Communications and Marketing Analyst is on leave from July through October. Communications LAB will provide social media management, develop content for emails and newsletters, communications support for city leadership, website updates, Minute with the Mayor videos, and event planning and implementation. Without this Task Order, the City will be without dedicated communications resources while the Communications and Marketing Analyst is on leave. The task order will not exceed $12,000.

Voter Outreach Efforts
This Task Order will engage the community and conduct outreach to increase voter participation in the 2022 General Municipal Election. Communications LAB will conduct and support voter registration, vote by mail, and Election day participation. These initiatives include graphic design, social media, developing bilingual postcards, and community outreach. This Task Order is necessary to provide the voter outreach program Decision Package in the FY 2022-23 Proposed Budget. The cost will not exceed $9,600. The effort will be managed by the City Clerk's office.

Recreation and Community Services Communications Support
This task order will enhance marketing and promotion of RCS programs and events. Communications LAB will assist RCS in promoting programs and events through social media, email, newsletters, Cypress Central, the website, and press releases. Graphic design, digital content, writing copy, event support, and photography/videography. The cost will not exceed $60,000 for the fiscal year.

BUDGET IMPACT
Sufficient amounts are included in the FY 2022-23 Proposed Budget for the City and District for the three recommended task orders.

LEGAL REVIEW
The City Attorney has approved the first amendment to the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

First Amendment to Contract Services Agreement
Task Order 004
Task Order 005
Task Order 006

FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES
FOR COMMUNITY OUTREACH & COMMUNICATIONS

This FIRST AMENDMENT to the Agreement for Community Outreach and Communications is entered into effective the 13th day of June, 2022, ("First Amendment") by and between the CITY OF CYPRESS, a municipal corporation, (herein "City") and Communications Lab, a California based company (herein "Contractor").

RECITALS

A. WHEREAS, on December 27, 2021, City and Contractor entered into an "AGREEMENT FOR CONTRACT SERVICES FOR COMMUNITY OUTREACH & COMMUNICATIONS" (the (Agreement") in which contractor agreed to perform community outreach and communications on an on-call and as-needed basis.

B. WHEREAS, prior to starting any work, Contractor shall submit a proposed, detailed task order scope of services, fee proposal, schedule, and over-all project estimate to the contract officer for approval.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Exhibit "C" SCHEDULE OF COMPENSATION shall be amended to read:

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the blended hourly rate schedule below:

Title	Bill Rate
CEO	$150/hour
President	$150/hour
Vice President	$150/hour
SR. Account Manager	$150/hour
Account Manager	$150/hour
Account Executive	$150/hour
Graphic Designer	$150/hour
Account Coordinator	$150/hour

II. This schedule of blended hourly rates is in effect for the first one-year extension term of this Agreement. Hourly rates, set forth in this Exhibit "C", may be reasonably modified upon written request from Contractor and written approval from Contract Officer and City's Director or Finance. Rate increases shall not exceed 5% in any subsequent year.

III. All Task Orders must be performed within the budgetary limits established for each Task Order.

IV. All Task Orders shall be detailed in writing, including, but not limited to, the estimated hours, hourly rates, and the Not-to-Exceed fee for services rendered.

2. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. Except as otherwise modified by this First Amendment, the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment and agree to be bound by the terms and conditions of the same.

CITY:

CITY OF CYPRESS,
a municipal corporation

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

Communications LAB,
a California based Company

_____
Name: Arianna Barrios
Title: CEO

[END OF SIGNATURES]

March 14, 2022

Jason Machado,
Senior Management Analyst
City of Cypress
5275 Orange Ave.
Cypress CA 90630

cc: Brooke Straus, Communications & Marketing Analyst
Alisha Farnell, City Clerk

SUBJECT: **Task Order 004**
Strategic Communications Support
Personnel Leave Coverage

Dear Mr. Machado,

Communications LAB is pleased to submit the following proposal for services to provide professional support to the City of Cypress relative to **Task Order 004: Strategic Communications Support** as outlined below. The scope of services and schedule of compensation are presented by line item below – mid-June through mid-October 2022.

A detailed scope of work was previously provided for this Task Order.

Additionally, we have provided an updated Rate Sheet to reflect new team hourly rates for client renewal. As a valued client, this provides the City Cypress a deeply discounted professional services rate going forward.

Item #1 - Personnel Leave of Absence Coverage / Supplemental Comms Support

Date(s)	Task Description	Hours	Cost
July - Oct 2022	• Social Media Management • Graphic Design • Social Channel Review • Ongoing Mtgs w City Leadership • Press Releases (as Needed) • Website Updates • City & Event Photos • City Newsletter • City Email Blasts • Mayor's Minute • Communication Support for City Leadership • Event Planning & Implementation	20 Hours/Month 80 Hours/Total	Hourly Rate: $150 Monthly Cost $3,000 Total Cost $12,000

	Task Order Total		**$12,000.00**

Communications LAB Billing Rates

Title	Bill Rate
CEO	$150/hour
President	$150/hour
Vice President	$150/hour
SR. Account Director	$150/hour
Account Manager	$150/hour
Account Executive	$150/hour
Graphic Designer	$150/hour
Account Coordinator	$150/hour

As noted in the chart, pricing is based on Communications LAB's blended team rate of $150 per professional hour. If you should have any questions, please feel free to contact me on my personal mobile phone (714) 878-4864 or via email at arianna@communicationslab.com.

Thank you,

Arianna Barrios, CEO
Communications LAB

June 1, 2022

Alisha Farnell, City Clerk
City of Cypress
5275 Orange Ave.
Cypress CA 90630

cc: Brooke Straus, Communications & Marketing Analyst

SUBJECT: **Task Order 005**
Voter Outreach Effort

Dear Ms. Farnell,

Communications LAB is pleased to submit the following proposal for services to provide professional support to the City of Cypress relative to **Task Order 005: Voter Outreach Efforts** as outlined below. The scope of services, costs and timeline are presented by line item below for your review.

ITEM #1

Date(s)	Task Description	Hours	Cost
September 2022	**Voter Registration Campaign** • Graphic Design • Social Media Posts • Postcard Development / Mailing Community Flyer (Bilingual) • Direct Community Engagement (Community Outreach Boothing)	15 Hours	Hourly Rate: $150 Total Cost $3,000

ITEM #2

Date(s)	Task Description	Hours	Cost
October 2022	**Voter By Mail Support** • Graphic Design • Social Media Posts • Postcard Development / Mailing • Community Flyer (Bilingual) • Direct Community Engagement (Community Outreach Boothing)	15 Hours	Hourly Rate: $150 Total Cost $3,000

ITEM #3

Date(s)	Task Description	Hours	Cost
October / November 2022	**Election Day Support** • Graphic Design • Social Media Posts • Postcard Development / Mailing • Community Flyer (Bilingual) • Direct Community Engagement (Community Outreach Boothing)	15 Hours	Hourly Rate: $150 Total Cost $3,000
Other Direct Cost	• **Social Media Boosting**	$200 per month	$600
	Task Order Total		$9,600.00

Communications LAB Billing Rates

Title	Bill Rate
CEO	$150/hour
President	$150/hour
Vice President	$150/hour
SR. Account Director	$150/hour
Account Manager	$150/hour
Account Executive	$150/hour
Graphic Designer	$150/hour
Account Coordinator	$150/hour

As noted in the chart, pricing is based on Communications LAB's blended team rate of $150 per professional hour. If you should have any questions, please feel free to contact me on my personal mobile phone (714) 878-4864 or via email at arianna@communicationslab.com.

Thank you,

Arianna Barrios, CEO
Communications LAB
701 E Chapman Avenue
Orange, CA 92866

March 14, 2022

Jason Machado,
Senior Management Analyst
City of Cypress
5275 Orange Ave.
Cypress CA 90630

cc: Brooke Straus, Communications & Marketing Analyst
Alisha Farnell, City Clerk

SUBJECT: **Task Order 006**
Strategic Communications Support
Recreation & Community Services

Dear Mr. Machado,

Communications LAB is pleased to submit the following proposal for services to provide professional support to the City of Cypress relative to **Task Order 006: Strategic Communications Support (Rec & Comm Srvcs)** as outlined below. The scope of services and schedule of compensation are presented by line item below for FY 2022/2023 – July through June.

Item #1 – Ongoing Strategic Communications Support (Rec & Comm Srvcs)

Date(s)	Task Description	Hours	Cost
July 2022 – June 2023	• Social Media Management • Graphic Design • Social Channel Review • Ongoing Mtgs w City Leadership • Press Releases (as Needed) • Website Updates • City & Event Photos • City Newsletter • City Email Blasts • Mayor's Minute • Communication Support for City Leadership • Event Planning & Implementation	35 Hours/Month 420 Hours/Total	Hourly Rate: $150 Monthly Cost $5,000 Total Cost $60,000
	Task Order Total		**$72,000.00**

A detailed scope of work was previously provided for this Task Order.

Additionally, we have provided an updated Rate Sheet to reflect new team hourly rates for client renewal. As a valued client, this provides the City Cypress a deeply discounted professional services rate going forward.

Communications LAB Billing Rates

Title	Bill Rate
CEO	$150/hour
President	$150/hour
Vice President	$150/hour
SR. Account Director	$150/hour
Account Manager	$150/hour
Account Executive	$150/hour
Graphic Designer	$150/hour
Account Coordinator	$150/hour

As noted in the chart, pricing is based on Communications LAB's blended team rate of $150 per professional hour. If you should have any questions, please feel free to contact me on my personal mobile phone (714) 878-4864 or via email at arianna@communicationslab.com.

Thank you,

Arianna Barrios, CEO
Communications LAB

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 06/13/2022

SUBJECT: **Amend the Senior Transportation Agreement with California Yellow Cab**

RECOMMENDATION

Approve an amendment to the Senior Transportation Agreement with California Yellow Cab.

DISCUSSION

In June 2021, the District entered into a three-year agreement with California Yellow Cab to provide two transportation programs for residents age 60 and older, the Nutrition Taxi and Taxi Voucher programs. California Yellow Cab has provided senior transportation services for the District since 2006 and has provided excellent service to the City and its senior participants.

In March 2022, California Yellow Cab submitted a written request seeking an increase to the contracted transportation rates due to “national inflation” stating that the cost of services essential to performing their daily services have risen over 30%. This includes the cost of vehicles, vehicle repairs, towing, insurance, driver compensation, and fuel costs. As costs have increased, California Yellow Cab requested a $5 increase for each one-way trip to and from the Senior Center for the Nutrition Taxi and a $4 increase to the cost of every Taxi Voucher used. To continue providing senior transportation services, California Yellow Cab has agreed to a compromised rate increase of $3 increase for each one-way trip to and from the Senior Center for the Nutrition Taxi and a $4 increase to the cost of every Taxi Voucher used . These increases would go into effect on July 1, 2022 and remain for the duration of the agreement.

The Nutrition Taxi and Taxi Voucher programs are summarized below:

Program	Description of Program	Costs
Nutrition Taxi	• Transportation to and from the Senior Center for the in-person Lunch Café Program. • Average of four to six passengers three days per week. • Eligible seniors receive transportation at no cost.	City currently pays $12.00 per passenger trip. The compromised rate will increase to $15.00 per passenger trip.

Taxi Voucher	• Curb-to-curb service taxi service for nutrition, medical, personal care, shopping, and social/recreation visits to the Cypress Senior Center. • Approximately 100 residents participate in the program. • Eligible seniors receive up to six vouchers per month at no cost. • Participants pay the difference for fare, if needed.	City currently pays $11.00 per voucher. The compromised rate will increase to $15.00 per voucher.

Based on current ridership levels, the compromised rates would increase the annual cost of senior transportation programs by approximately $12,800. The Senior Mobility Program (SMP), funded by Measure M2, pays up to 80% of the costs and the City pays 20% of the costs. RCS received one other bid in response to the 2021 Senior Transportation Request for Proposal and the cost of that proposal exceeds California Yellow Cab's proposed rate increases. California Yellow Cab remains the most cost-effective senior transportation option for the District.

BUDGET IMPACT

Based on current ridership levels, sufficient appropriations are available in the District's FY 2022-23 Proposed Budget for the recommended Senior Transportation Program cost increases. Eighty percent of the costs will be reimbursed through the Senior Mobility Program (SMP) as provided by Measure M2, Orange County's half-cent sales tax for transportation improvements approved in 2006 for a 30-year period.

LEGAL REVIEW

The City Attorney has approved the first amendment to the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

California Yellow Cab Rate Increase Request

California Yellow Cab Amendment 1

520 W. Dyer Rd., Santa Ana, CA 92707 • Tel: 714.427.2555 • Fax: 714.245.0313 • For Service: 877.YELLOW CAB (935-5692)

March 16, 2022

Dear Ms. Gutierrez,

The unprecedented increase in the costs of goods and services nationwide, especially those directly related to our daily operation, vehicles, automotive parts, driver compensation, and above all fuel, have made it necessary for us to request a modification of our rates. Effective February 1, 2022 Cabco Yellow Inc. proposes to change our rates for both the Taxi Voucher Program and the Senior Nutrition Program to those listed below:

Taxi Voucher Program

0-4 Miles = $15.00 (one voucher)

4.1 – 8 Miles = $30.00 (two vouchers)

8.1 – 12 Miles= $45.00 (three vouchers)

12.1 – 16 Miles= $60.00 (four vouchers)

16.1 + = $60.=$2.75 per mile (four vouchers+participant pays amount over $60.)

Nutrition Program

Trip to/from participants address in Cypress to/from Cypress Senior Center at 9031 Grindlay Street Cypress, CA 90630 - $17.00 flat rate one-way.

The rates above shall remain consistent with the executed contact.

Tim Conlon – President

Cabco Yellow Inc.

FIRST AMENDMENT TO THE AGREEMENT
TO PROVIDE SENIOR TRANSPORTATION SERVICES

This FIRST AMENDMENT to the Agreement to Provide Senior Transportation Services is entered into effective the 1st day of July, 2022, ("First Amendment") by and between the CITY OF CYPRESS, a municipal corporation, (herein "City") and Cabco Yellow Inc, dba California Yellow Cab, a California Corporation (herein "Contractor").

RECITALS

A. WHEREAS, on June 28, 2021, City and Contractor entered into an "AGREEMENT TO PROVIDE SENIOR TRANSPORTATION SERVICES" (the (Agreement") in which contractor agreed to perform transportation services for the City's Senior Transportation Program, including both Nutrition Taxi and Taxi Voucher Services.

B. WHEREAS, Contractor has requested an increase in transportation rates citing a cost increase of over 30% in services that are essential in performing their daily services.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. The transportation rates listed in Exhibit A for the Nutrition Taxi Program shall be amended to read:

    12. For Nutrition transportation services, all trip pricing will be charged as follows:

        $15.00 per each one-way passenger trip provided to an eligible Cypress resident to and from the Senior Center's Nutrition Program.

2. The transportation rates listed in Exhibit A for the Taxi Voucher Program shall be amended to read:

    13. Contractor will provide one copy of each "taxi voucher" with all invoices. Taxi vouchers are distributed to program participants by the Cypress Senior Center and are valued at $15.00 each. These vouchers are then given to drivers as full or partial payment for their ride. Participants may use more than one voucher per trip. Participants are responsible for all trip costs exceeding the printed value on the voucher.

a. For Taxi Voucher services, all trip pricing will be charged as follows:

0 - 4 Miles = $15.00 flat (One Voucher)
4.1 - 8 Miles = $30.00 flat (Two Vouchers)
8.1 - 12 Miles = $45.00 flat (Three Vouchers)
12.1 - 16 Miles = $60.00 flat (Four Vouchers)
16.1+ Miles = $60.00 + $2.75 per mile (Four Vouchers – passengers pays cash/credit for any amount over $60.00)

3. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. Except as otherwise modified by this First Amendment, the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment and agree to be bound by the terms and conditions of the same.

CITY:

CITY OF CYPRESS,
a municipal corporation

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

Cabco Yellow Inc. dba California Yellow Cab,
a California Corporation

_____
Name: Tim Conlon
Title: President / General Manager

[END OF SIGNATURES]

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/13/2022

SUBJECT: Approve an Amendment to Section 21A-15 of the Municipal Code Related to the Disposition of Surplus Supplies and Equipment

---

RECOMMENDATION

Introduce for first reading an Ordinance, by title only, amending Section 21A-15 of the Municipal Code regarding the disposition of surplus supplies and equipment.

DISCUSSION

Section 21A-15 of the Municipal Code prescribes the processes required to dispose of surplus equipment and supplies. Items declared surplus that no longer have an identified use for the City must be bid for disposition or sold for the highest scrap value. Recently, the City has used a public bidding website to comply with these disposition requirements.

The City occasionally replaces furniture and equipment and while most of these items are dated and have a negligible market value, they could be of value to local non-profits or governments that are otherwise unable to purchase new equipment. In general, the benefits of donating surplus equipment to these entities is expected to exceed the value of proceeds from the sale of these items.

The proposed amendment to Section 21A-15 would allow the City Manager to declare certain office furniture and equipment as surplus and allow the items to be donated to local non-profit organizations and other governments. All non-profits that participate in the Non-Profit Grant Request Program will be notified when items become available for donation.

Any entity requesting a donation must demonstrate the need for the item(s) and must utilize the item(s) for their operations. The City Manager will determine the entities selected to receive a donation based on the anticipated value to the community. The total cumulative value of any donated office furniture and equipment to a single non-profit or government cannot exceed $1,000 annually without City Council approval.

BUDGET IMPACT

Donating surplus furniture and equipment, rather than disposing by auction or for scrap value, will result in a small decrease in General Fund revenues. Such donations are expected to occur infrequently and be for items with a low market value, so any revenue declines are expected to have a negligible budget impact.

LEGAL REVIEW

The City Attorney has reviewed and approved the attached Ordinance.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADDING SECTION 21A-15(d) TO THE CYPRESS MUNICIPAL CODE ESTABLISHING REGULATIONS ALLOWING THE CITY MANAGER TO SURPLUS OFFICE FURNITURE AND RELATED EQUIPMENT WITH AN ESTIMATED VALUE OF LESS THAN $1,000

WHEREAS, the City periodically replaces city-owned office furniture, office equipment and supplies which creates unneeded city-owned property with a negligible dollar value; and

WHEREAS, section 21A-15 of the Cypress Municipal Code provides that all equipment or supplies that do not have an identified use for the City are considered surplus and must go through either a bidding process for disposition of such items or can be sold for the highest scrap value obtained.

WHEREAS, some office furniture and office equipment and supplies determined to have a negligible fair market value may be of use to local non-profits and/or other local public agencies.

WHEREAS, donating such office furniture and office equipment and supplies to local non-profits and/or other public agencies will be for the common benefit of the community with negligible financial impacts to the City.

NOW, THEREFORE, the City Council of the City of Cypress DOES HEREBY ORDAIN as follows:

SECTION 1. Section 21A-15(d) of the Cypress Municipal Code is hereby added to read in its entirety as follows:

"Sec. 21A-15(d).

d. The city manager or designee is authorized to declare surplus office furniture, office equipment and supplies (with a negligible fair market value) as eligible for distribution to local non-profit organizations and local public agencies rather than disposal through a formal bidding or auction process.

All non-profit agencies that participate in the Cypress Non-Profit Grant Request Program will be notified when such items become available for donation. Any entity requesting a donation must demonstrate a transparent need for the item(s) and must utilize the item(s) as part of their operating activities. The city manager or designee will determine the entities selected to receive a donation based on overall value to the community. The total cumulative value of any

donated office furniture, office equipment and supplies to a single non-profit or local public agency cannot exceed $1,000 annually.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the _____ day of _____, 2022 and finally adopted and ordered posted at a regular meeting held on the _____ day of _____, 2022.

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing was duly adopted at a regularly scheduled meeting of said City Council held on the ____ day of _____, 2022, by the following roll call vote:

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

_____
Alisha Farnell, City Clerk

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 06/13/2022

SUBJECT: Approve Expenditures for the Cypress Recreation and Community Services Foundation

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RECOMMENDATION

1. Authorize expenditures not to exceed $5,000 for the purchase of beverages to be sold at the 2022 Salute to America; and

2. Authorize an expenditure of $2,844.45 to Friends of Cypress Recreation and Parks for reimbursement associated with the 2021 Community Festival; and

3. Authorize the creation of a bank account for the Recreation and Community Services Foundation.

DISCUSSION

The Cypress Recreation and Community Services Foundation (Foundation) is a recognized 501(c)3 formed in May 2019 to support and enhance safe, attractive, and high quality recreation facilities, programs, and services in the City of Cypress. The Recreation and Community Services department (RCS) strategic plan calls for the Foundation to explore opportunities to engage with the community and support the RCS. Since its inception, the Foundation has received $12,466 in donations. The City Council serves as the Foundation's Board of Directors and must authorize its expenditures. Two expenditures are recommended, with no others expected in 2022.

2022 Salute to America

The Salute to America is scheduled July 1 from 5:30 to 9:30 p.m. at Cypress College and features food trucks, a live concert, and a spectacular fireworks show. This special event was first held in 2019 and was the first city-produced event with alcohol sales. The 2019 Salute was a success with no incidents reported due to alcohol sales. It is recommended that alcohol sales continue for the 2022 event and that the Foundation facilitate the sales to generate revenue to further its mission. The Foundation estimates net proceeds of $3,000.

2021 Festival

Traditionally, the Community Festival is organized by the Cypress Community Festival Association (CCFA) and three primary participants; Kiwanis Club of Cypress, Cypress Chamber of Commerce, and the Friends of Cypress Recreation and Parks (Friends). The 2021 Festival incorporated many changes including a fall date, expansion to Friday night, presale tickets, and different Saturday hours.

These changes challenged the primary participants and to ensure a successful Festival, RCS worked with the Festival to guarantee profits from beer sales for distribution to youth sports organizations. In 2019, Friends sold beer at the Festival and reported a $3,500 profit and RCS committed that Friends would receive an equal profit in 2021. After expenses, CCFA remitted $655.55 to Friends, representing the reported profit of beer sales (attached). Friends has requested the difference between $655.55 and $3,500 ($2,844.45) from RCS to account for the lost beer sale revenue.

Foundation Banking
Because the Foundation is a legally separate entity from the City or District for Internal Revenue Service purposes, the creation of a separate bank account exclusively for Foundation activities is recommended. A separate bank account further ensures Foundation activities are properly segregated and accounted for, while enhancing transparency and audit requirements.

BUDGET IMPACT

The Foundation has $12,466 in donations and the recommended actions are expected to result in $12,622 being available after the 2022 Salute to America.

Foundation Donations to Date	$12,466
Estimated Revenue from 2022 Salute to America Beverage Sales	$8,000
Estimated Expenditures for 2022 Salute to America Beverage Sales	($5,000)
Friends Reimbursement for 2021 Festival	($2,845)
Estimated Available Balance after 2022 Salute to America	$12,621

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

CCFA Beer Sales Report

2021 Cypress Community Festival
Onsite Sales Receipt Form

Date: 10/9/21 Booth: Beer

Sign/Initial Start

Seed Money Start: $ 400 + 200 + 300 + 300 + 300 + 250 + 300 + 300 + Friday 700

Pick Up Time:	Pick Up Amounts:
3:00	1,000
4:00	1,100
5:00	1,640
6:00	380
7:00	1,980
8:30	350
8:51	1,174

Remaining / Leftover Product:

Beer Kegs: 4 Modelo, 2 Coors Light, 0 IPA

Cases of Whitelcaw: ✓

Other: ✓

Profit & Loss Accounting

Total Revenue: $ 7,624 Sat + 1,630 Fri + 1,091 square
Total $10,345

Seed Money Start: $ 2,750

Cost of Alcohol: $ 3,002 (approx) Actual cost $3,163

½ Security: $ 2,310

½ Insurance: $ 562.50

Power: $ Ø - N/A

Misc / Supplies: $ 903.95 (square, hot spot, signage, banners, decorations, credit card fees

Profit / Loss: $ 816.55 Actual credit to FCRP: $655.55

By: Sue Ochoa

Susan Ochoa 10/9

By: Jimmy

10/9

FCRP
P.O. Box 1199
Cypress CA 90630

1171

CYPRESS COMMUNITY FESTIVAL ASSOCIATION
9200 VALLEY VIEW ST., RCOM 101
CYPRESS, CA 90630

DATE November 6, 2018

PAY TO THE ORDER OF Friends of Cypress Recreation & Parks $ 653.55

Six Hundred, Fifty-Five & 55/100 DOLLARS

UnionBank

FOR Share of Bowling

[redacted]

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/13/2022

SUBJECT: **Award a contract for HVAC Maintenance and Repair Services**

RECOMMENDATION

Award a two-year contract to Control Air Enterprises, LLC for Heating, Ventilation and Air Conditioning (HVAC) maintenance and repair services in the amount of $36,676 annually.

DISCUSSION

The City contracts out HVAC maintenance and repair services at all City-owned facilities. These services include tri-annual inspection of the HVAC units, air filter replacements, and minor repairs that are necessary to keep the units operational. The existing two-year contract with Control Air Enterprises will expire at the end of the fiscal year.

A competitive bid process was initiated earlier this year and on April 19, the City received four bids that ranged from $36,676 to $93,371. Control Air Enterprises, LLC, the City's HVAC contractor since 2020, is the low bidder and has performed this type of work for other local agencies such as Cerritos, Irvine, and the Los Angeles County Office of Education.

The contract recommended for award will cost approximately $1,500 less annually than the current contract due to the replacement of the HVAC units in the police department which have more efficient, self-diagnosing technology. Larger scale HVAC repairs outside the scope of this maintenance contract are competitively bid separately as needed. A summary of the relevant award information is attached. The new contract will start July 1.

BUDGET IMPACT

Sufficient funds are available in the FY 2022-23 Proposed Budget to provide the level of maintenance services provided for in the contract.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals
Contract Agreement

Project Award Information Checklist

Description of Project:
The project scope provides HVAC maintenance/repair services at City owned facilities.

Contract Working Days: Two Calendar Years

Orange County Register Publication Date: N/A

Notice Inviting Bids Sent to: The City Website, City Hall, Police Department, Community Center, F.W. Dodge, Reed Construction Data, Construction Bid Board, Ebidboard, Southern California Builders Association, The Blue Book, Association General Contractors of America

Bid Opening Date: April 19, 2022

No. of Bid Packets Requested: Ten

	Bidders	**Amount**
1.	Control Air Enterprises, LLC, Anaheim, CA	$36,676
2.	Pacific West Industries, Inc., Anaheim, CA	$63,464
3.	F.M. Thomas Air Conditioning, Inc., Brea, CA	$68,681
4.	Allison Mechanical, Inc., Redlands, CA	$93,371

Apparent Low Bidder: Control Air Enterprises, LLC, Anaheim, CA – $36,676

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

Contractor's License:		**Registration with DIR:**	
Valid at Time of Award:	Yes	**Contractor:**	Yes
Valid at Time of Bid:	Yes	**Sub-Contractor:**	N/A

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California, including Cypress since 2020.

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

Date: Tuesday, April 19, 2022, at 1:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M, Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, 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 Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK - BASE BID

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$	$ $6,691
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$	$ $3,988
3.	3	EA	SHOOTING RANGE – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$	$ $12,074
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$	$ $5,492
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$	$ $2,617
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$	$ $3,340
7.	3	EA	ARNOLD CYPRESS PARK – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$	$ $474
8.	1	LS	CONSULTANT CONTINGENCY LUMP SUM	$2,000	$2,000

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID: $ $36,472 Math Error - Corrected bid amount is: $36,676.

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirty Six Thousand, Four Hundred and Seventy Two Dollars Dollars

(Please Print Total Amount of Bid in WORDS)

Corrected written amount: Thirty Six Thousand Six Hundred Seventy Six Dollars.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years 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.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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
HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

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, April 19, 2022, at 1:00 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: 4/19/2022

FIRM NAME: Control Air Enterprises, LLC

FIRM ADDRESS: 5200 E La Palma Ave, Anaheim, CA 92807

TELEPHONE: (714)777-6111

SIGNATURE: _____ Bidder

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

Date: Tuesday, April 19, 2022, at 1:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M, Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, 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 Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK - BASE BID

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written In Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$2,491	$ 7,473
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,993	$ 5,979
3.	3	EA	SHOOTING RANGE – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 9,518	$ 28,554
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,828	$ 5,484
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,869	$ 5,607
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,546	$ 4,638
7.	3	EA	ARNOLD CYPRESS PARK – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,243	$ 3,729
8.	1	LS	CONSULTANT CONTINGENCY LUMP SUM	$2,000	$2,000

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID: $ 63,464

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID IN WORDS: Sixty-Three Thousand, Four-Hundred Sixty-Four Dollars and zero cents---------- Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years 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.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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
HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

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, April 19, 2022, at 1:00 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: April 19, 2022

FIRM NAME: Pacific West Indutries Inc.

FIRM ADDRESS: 4051 E La Palma Suite A, Anaheim, CA 92807

TELEPHONE: (866) 328-2129

SIGNATURE: Robyn Marquardt

Bidder: *Robyn Marquardt, Vice President*

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

Date: Tuesday, April 19, 2022, at 1:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M, Maintenance Contract, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, service, 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 Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK - BASE BID

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$7,562.00	$22,686.00
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$6,876.00	$20,628.00
3.	3	EA	SHOOTING RANGE – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$3,275.00	$9,825.00
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$2,353.00	$7,059.00
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$400.00	$ 1,200.00
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,461.00	$4,383.00
7.	3	EA	ARNOLD CYPRESS PARK – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$300.00	$900.00
8.	1	LS	CONSULTANT CONTINGENCY LUMP SUM	$2,000	$2,000

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID: $ 68,681.00

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID IN WORDS:

Sixty-eight thousand six hundred eighty-one 0/100 Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years 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.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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
HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

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, April 19, 2022, at 1:00 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: 04/18/22

FIRM NAME: F.M. Thomas Air Conditioning, Inc.

FIRM ADDRESS: 231 Gemini Ave, Brea, Ca 92821

TELEPHONE: 714-738-1062

SIGNATURE: _____
Bidder

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

Date: Tuesday, April 19, 2022, at 1:00 PM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M, Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, 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 Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK - BASE BID

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$6,398.00	$19,194.00
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$2,165.00	$ 6,495.00
3.	3	EA	SHOOTING RANGE – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$16,109.00	$ 48,327.00
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$2,033.00	$ 6,099.00
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,440.00	$ 4,320.00
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,301.00	$ 3,903.00
7.	3	EA	ARNOLD CYPRESS PARK – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,011.00	$ 3,033.00
8.	1	LS	CONSULTANT CONTINGENCY LUMP SUM	$2,000	$2,000

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID: $ 93,371.00

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID IN WORDS: NINETY THREE THOUSAND THREE HUNDRED SEVENTY ONE ---------- Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years 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.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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
HVAC MAINTENANCE/REPAIR SERVICES – PROJECT 500M

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, April 19, 2022, at 1:00 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: April 19, 2022

FIRM NAME: Allison Mechanical, Inc.

FIRM ADDRESS: 1968 Essex Court, Redlands, CA 92373

TELEPHONE: 909/478-5833

SIGNATURE: _____
Bidder

Don Allison, President - Allison Mechanical, Inc.

AGREEMENT FOR CONTRACT SERVICES
By and Between
CITY OF CYPRESS
and
CONTROL AIR ENTERPRISES, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1 day of JULY, 2022, by and between the CITY OF CYPRESS, a California municipal corporation ("City") and Control Air Enterprises, LLC, a California corporation, (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Seventy Three Thousand Three Hundred Fifty Two Dollars and Zero Cents, ($73,352.00) ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category),

travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Contractor. Jason Vorell is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Director of Public Works is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

(a) Commercial 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, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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 Contractor'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. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled,

the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement 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.

The 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 City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Contractor 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 Contractor, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. 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.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Contractor shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters f support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify the City should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, and request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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.

7.4 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 thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of

the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure 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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and

shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 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. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials JV

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

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:
Control Air Enterprises, LLC
a California corporation

By: _____
Name: Joshua Buckley
Title: Vice President

By: _____
Name: Greg Rummler
Title: CFO

Address: 5200 E. La Palma Ave.
Anaheim, CA 92807

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

Contractor will perform the following services:

All work embraced herein shall be accomplished in accordance with the applicable portions of "The Green Book – Standard Specifications for Public Works Construction," Latest Edition; "The Brown Book – City of Cypress Supplement to the Standard Specifications for Public Works Construction," Latest Edition; the "Scope of Work" made part of these Special Provisions; and applicable amendments.

If not included as an attachment to these Bid Documents, Contractor may obtain "The Brown Book" by download at no charge through the City's website at:

http://www.cypressca.org/home/showdocument?id=1064.

SCOPE OF WORK

1.0 GENERAL

Contractor shall furnish all tools, equipment, apparatus, labor, services and material including taxes to perform all work necessary to perform the maintenance listed under this Scope of Work.

The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If necessary, the Contractor shall replace any personnel assigned to the City whose performance is considered unacceptable by the City, or the standards established per this Scope of Work.

The frequency of maintenance shall be three times annually. All planned maintenance/repair services under this Scope of Work shall be performed during normal working hours.

The City shall provide reasonable means of access to all equipment covered by this Scope of Work. Contractor shall be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s).

2.0 SERVICE AREA

Service will be provided at the following locations:

- City Hall (5275 Orange Avenue)
- Council Chambers (5275 Orange Avenue).
- Police Department (5275 Orange Avenue)
- Police Department, Shooting Range (5275 Orange Avenue)
- Senior Center (9031 Grindlay Street)
- Community Center (5700 Orange Avenue)
- Arnold/Cypress Park Multi-Use Room (8611 Watson Street)
- Corporation Yard (5285 Cypress Street)

3.0 SCOPE OFWORK

The following shall be considered the minimum amount of maintenance/repair services provided under this contract.

1. All belts and filters will be changed three times annually with the exception of 12 box filters for the Shooting Range (box HEPA filters shall be 24"x24"x12" in measurement with filtration levels of at least 99.97% at .3 microns) which will be replaced two times annually.
2. **Contractor shall pay for and legally dispose of all filters, including HEPA filters, which are contaminated with lead. Contractor shall provide all Hazardous Waste Transportation and Disposal Manifests shall be submitted to City.**
3. Contractor shall open a maintenance account with Siemens Controls, Seasons 4 and Performance Automation Solutions to provide automation, technical support and service to all units and the Corporation Yard's main computer. Work performed by Siemens Controls, Seasons 4 and Performance Automation Solutions shall be included in various per EACH unit prices as shown in Bid Item No. 1 through 7 on the Proposal Bid Sheet and no additional payment shall be made by the City thereafter. Refer to Section 3.0.16 "Additional Service – Service Call for Unscheduled Maintenance or Repair" in these Special Provisions for additional information.
4. Contractor must respond to service call within thirty (30) minutes, unless authorized by the City at the time of dispatch.

All other services shall be custom tailored to the City's requirement based upon type, run time, age, manufacturer's recommendations service program etc.

3.0.1 TEMPERATURE CONTROL DEVICES

THERMOSTATS AND TEMPERATURE CONTROLLERS

1. Remove cover and remove all foreign particles.
2. Clean thermostat cover.
3. Check set point of control.
4. Check throttling range and reset.
5. Calibrate as necessary.
6. Check all pilot bleed ports.
7. Check general condition.
8. Replace device if defective.
9. Calibrate P.D. office pneumatic thermostats for proper operation.

CONTROL VALVES

1. Clean stems.
2. Check packing for leaks.
3. Lubricate packing as required; replace if required.
4. Check for proper seating; replace if required.
5. Check for proper shut-off.
6. Check operator diaphragm (pneumatic).
7. Check general conditions/operations.

RELAYS

1. Energize relay to ensure operation.
2. Inspect contacts and clean if required.
3. Replace if necessary.

AIR COMPRESSOR

1. Change the crankcase oil.

2. Oil the compressor motors.
3. Lubricate packing as required, replace as required.
4. Check for moisture, oil, or dirt in the lines.
5. Clean the intake air filter, felt, and screen types.
6. Check the compressor belt.
7. Check the pressure relief valve.
8. Replace cartridge-type, intake-air filter.
9. Replace oil at manufacturer's recommendations.

DAMPERS

1. Lubricate dampers.
2. Check for proper travel and close off; adjust as required.
3. Tighten linkage and ball joints.
4. Check operation bellows.

3.0.2 REFRIGERATION COMPRESSOR

1. Check oil level and condition of oil.
2. Check for oil leaks.
3. Check refrigerant charge condition through sight glass.
4. Check condition and alignment of compressor drive.
5. Check for unusual noise and vibration.
6. Check refrigeration compressor and refrigeration piping for leaks.
7. Check operation of safety and capacity controls for proper operation, including high and low pressure cut-outs.
8. Check compressor mounting.
9. Check condition of refrigerant insulation.
10. Lubricate per manufacturer's instruction.
11. Perform annual inspection.
12. Perform start-up procedure per manufacturer's recommendation.
13. Perform efficiency test and record results.

3.0.3 EXPANSION VALVE

1. Check all valves for evidence of sticking.
2. Check expansion valve bulb to see that it has good contact with suction line.
3. Check operation of all solenoid valves.
4. Check the seats of all valves for erosion.

3.0.4 EVAPORATOR

1. Check and chemically clean tubes and/or fins.
2. Check for rust, scale and remove as much as possible.
3. Check and paint if required.

3.0.5 AIR HANDLERS

1. Check blower mounting and tighten if necessary.
2. Check shaft alignment to motor.
3. Check blower pulley for security to shaft.
4. Check blower belt for condition and tension. Adjust or replace.
5. Check blower rotation.
6. Oil or grease blower bearing.

7. Check blower scroll for dirt and clean.
8. Check housing for rust and repair as necessary.
9. Clean coil faces.

3.0.6 ELECTRIC MOTORS AND BELTS, INCLUDING EXHAUST FANS

1. Check motor mounting and tighten if necessary.
2. Check motor pulley for security, alignment, and tighten if necessary.
3. Check bearing wear.
4. Check wiring and conduit (from motor to starter) for condition.
5. Check rotation of motor.
6. Check motor for excessive heat and noise.
7. Check air passages and windings.
8. Check starter and contacts.
9. Oil or grease motor bearings as required.
10. Measure current draw and record.
11. Replace belts as needed.

3.0.7 AIR FILTERS

1. Change filters when the pressure drop across the filters exceeds the recommended allowable pressure drop. The media used for replacement shall be equal to or shall exceed the efficiency rating of the original equipment. These should be pleated filters.

3.0.8 AIR COOLED CONDENSER

1. Check fan for alignment, balance and security to shaft.
2. Check fan for corrosion and wear.
3. Check fan wheel and clean dirt accumulation.
4. Check and tighten fan-mounting bolts.
5. Check condition of dome couplings and belts (semi-annually).
6. Lubricate fan bearings and check for end play, excessive bearing temperature and usual bearing wear.
7. Clean finned coil surfaces.
8. Check coil for damage or leaks.
9. Straighten bent fins.
10. Check pipe clamps for security and vibration.
11. Check frame for damage, rust, and corrosion. Repaint as required.
12. Lubricate motor bearings.
13. Examine motor mount resiliency.
14. Tighten all electrical connections.
15. Inspect motor starter coils and contacts.

3.0.9 BOILERS AND/OR DOMESTIC HOT WATER SUPPLY

1. Check all mountings and fastenings for tightness.
2. Check draft over fire.
3. Check hand holes and manholes for tightness.
4. Check boiler access doors and plates for leakage.
5. Check all control devices for proper operation.
6. Check for adequate air cushion.
7. Check safety relief valve.
8. Check flame safeguard relay for proper sequence.
9. Check flue gas temperature.

10. Check water reading and determine efficiency of boiler.
11. Check boiler jacket insulation for deterioration and repair.
12. Inspect boiler base for signs of rust and repair.
13. Check boiler flue piping to chimney for leaks.
14. Clean and inspect firebox.
15. Reseal inspection plates.
16. Flush rust from water level control and boiler.
17. Check and clean water make-up valve.

3.0.10 CONDENSER WATER PUMPS

1. Check pump head for operation, wear, and capacity.
2. Check mechanical seal or stuffing box for leaks.
3. Check motor and pump mounting – tighten.
4. Check attached piping insulation. Repair if necessary.
5. Check wiring and conduit for condition from motor to starter.
6. Check general condition for rust and repaint if necessary.
7. Inspect all hand valves for expiration and leaks.
8. Check and lubricate motor and pump head bearings.
9. Check motor pump coupling for alignment, condition and security to shaft.

3.0.11 CHILLED WATER PUMPS

1. Check pump for operation, wear and capacity.
2. Check mechanical seal or stuffing box for leaks.
3. Check motor and pump mounting - tighten.
4. Check attached piping insulation. Repair if necessary.
5. Check wiring and conduit for condition from motor to starter.
6. Check general condition for rust and repaint if necessary.
7. Inspect all hand valves for expiration and leaks.
8. Check and lubricate motor and pump head bearings.
9. Check motor pump coupling for alignment, condition, and security to shaft.

3.0.12 COOLING TOWER

1. Drain, flush and refill annually.
2. Remove foreign matter and scale.
3. Check fan rotation.
4. Check all motors and belts.
5. Clean strainers and pumps.
6. Clean economizer water pumps.

3.0.13 WATER TREATMENT

1. Analyze and record boiler and cooling tower water for chemical content.
2. Perform blowdown as necessary.
3. Add required chemicals and perform all maintenance needed for proper operation.

3.0.14 CHEMICALS

1. Contractor shall use chemicals that are biodegradable, which shall not contain cremates or sulphuric acid. Empty and clean any accumulated water in the secondary containment container that's used for the chemical drum.

2. Chemicals: Proper chemicals are required to restrict such typical problems as metal corrosion, scale build-up, and biological fouling. All are directly related to energy conservation and proper management.

3. The chemicals provided must meet OSHA, Environmental Protection Agency, and OEQC requirements for safety to personnel and the environment.

4. All chemicals supplied must be biodegradable, and all discharged effluents must be non-polluting.

3.0.15 COMPLIANCE WITH LAW

1. **CFC Management**
   Contractor shall provide the necessary tasks and reports required by SCAQMD Rule 1415 and EPA Code Section 608 as they relate to the management and handling of refrigerant.

2. **Water Quality**
   In order to control pollution discharge from the project, this project shall incorporate measures as specified in the City of Cypress National Pollution Discharge Elimination System (NPDES) Local Implementation Plan and County of Orange Drainage Area Management Plan (DAMP) July 2003, and all subsequent revisions. This may include preparation of a Water Quality Management Plan and Stormwater Pollution Prevention Plan for this project. Examples of Best Management Practices (BMPs) and control measures are included in the County of Orange Drainage Area Management Plan and in the California Storm Water Best Management Practice Handbook Construction/Industrial/ Commercial.

   On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all discharges (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

   A copy of this permit and related documents/attachments may be found on the internet at: http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

   The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they related to this project.

   Prior to commencing work, the Contractor shall electronically submit the required PRDs (Permit Registration Documents) to the City. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the City will electronically submit these documents through the Stormwater Multi-Application, Reporting and Tracking System (SMARTS) to the State Water Resources Control Board (SWRCB) to obtain coverage under the CGP. The Contractor is also responsible for payment of initial and annual fees required for coverage under the CGP.

3.0.16 ADDITIONAL SERVICE – SERVICE CALL FOR UNSCHEDULED MAINTENANCE OR REPAIR

Labor for all additional service calls that are necessary shall be included in the per EACH unit prices for each of the bid items set per location as shown in Bid Item No. 1 through 7.

Contractor shall include and allow for a total of thirty-five (35) hours of service calls distributed throughout Bid Item No. 1 through 7 per EACH unit prices as shown on the Proposal Bid Sheet. Contractor shall respond within thirty (30) minutes, unless authorized by the City, and be available for on-call service, 24 hours a day, seven days a week and 365 days a year. Materials for additional authorized repairs beyond the scope of work shall be bill separately at the Contractors material cost as authorized by the City.

Labor provided by Siemens Controls, Seasons 4 and Performance Automation Solutions that is associated with automation shall be included in various per EACH unit prices as shown in Bid Item No. 1 through 7 on the Proposal Bid Sheet and no additional payment shall be made by the City thereafter. Labor hours for Siemens Controls, Seasons 4 and Performance Automation Solutions that are associated with automation will be used from the thirty-five (35) hour allocation that is noted above. Contractor shall pay Siemens, Seasons 4 and Performance Automation Solutions their hourly rate and Contractor is advised to contact Siemens, Seasons 4 and Performance Automation Solutions prior to submitting a bid to verify their actual hourly rate for work performed as part of this contract.

Contractor shall indicate usage of the above noted thirty-five (35) hours of service calls on the most current month's invoice as they are used. The current balance, less the amount used, and the remaining amount shall be documented on each current month's invoice. Failure of the contractor to document usage of hours will imply that zero hours were used during the billing cycle. Unused hours at the end of each calendar year shall be deducted from the contractor's final invoice at the rate of $100 per hour for each hour that is unused (i.e. Contractor that does not use 5 hours at the end of the calendar year will reduce the final years invoice by $500). This reduction will occur at the end of the first and second years in the term of the contract.

3.0.17 RESULTS OF INSPECTION

1. HVAC Contractor shall furnish maintenance checklists as completed to the City of Cypress, along with reports as needed, listing additional parts which should be replaced and any additional work recommended for proper operation, along with a quote listing costs of parts and labor to accomplish the work.

City of Cypress
Equipment List

Qty	Building / Room	Style
2	City Hall	Packaged water cooled A/C Unit (S1 & S2)
2	City Hall	Split A/C Unit
2	City Hall	Package rooftop A/C Unit
6	City Hall	Rooftop exhaust fans
2	City Hall	Hot water RITE boilers
3	City Hall	Hot water pump (boiler room)
1	Council Chambers	Package rooftop A/C Unit (S4)
1	Council Chambers	Package rooftop A/C Unit
1	Police Department	HP1 & HP2
1	Police Department	Package rooftop A/C Unit
1	Police Department	Walk-in Combo Refrigerator/Freezer
2	Police Department	14 Ton Single Frame Heat Recovery and Heat Pump MV 5 ODU 460V
1	Police Department	Mid Static Ducted - M3 Chassis 48MBh
5	Police Department	Mid Static Ducted - M2 Chassis 36MBh
1	Police Department	Mid Static Ducted - M2 Chassis 28MBh
2	Police Department	24 kBtu Vertical Air Handler, GEN 4
1	Police Department	Ceiling Concealed Mid Static Small Chassis 19.1K Cooling 21.5K Heating

3	Police Department	Ceiling Concealed Mid Static Small Chassis 15.4K Cooling 17.1K Heating
2	Police Department	Ceiling Concealed Mid Static Small Chassis 12.3K Cooling 13.6K Heating
1	Police Department	Ceiling Concealed Mid Static Small Chassis 9.6K Cooling 10.9K Heating
3	Police Department	Ceiling Concealed Mid Static Small Chassis 7.5K Cooling 8.5K Heating
2	Police Department	Multi V 5 Heat Recovery Unit 6 ports
2	Police Department	Multi V 5 Heat Recovery Unit 4 ports
19	Police Department	Simple Wired Remote Controller
1	Police Department	AC Smart 5
10	Police Department	Rooftop Exhaust Fans
1	Shooting Range	Evaporative cooler (EC-1)
1	Shooting Range	Exhaust fan (EF-1)
1	Senior Center	Trane package rooftop A/C Unit
6	Senior Center	Exhaust fans (EF-1 - EF-6)
7	Community Center	Package rooftop A/C Unit
1	Community Center	Exhaust fan
1	Community Center	Make-up air fan
2	Arnold/Cypress Park	Wall mount A/C Unit
5	Corporate Yard	Package rooftop A/C Unit
3	Corporate Yard	Wall mount A/C Unit
4	Corporate Yard	Exhaust fans

3.0.18 CITY HALL

Maintenance Agreement at City Hall

Contractor shall conduct (3) annual preventative maintenance/inspections on all roof top including S-1 and S-2 units. These units provide both heating and cooling to City Hall. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Inspection of the condenser coils for any oil residue caused by leaks.

<u>On site physical inspection/maintenance to be performed one time per year:</u>

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
  -Outdoor coils shall be washed with coil cleaner.
  -Check limit switches for proper operations at compressors.
  -Clean off circuit boards and contactors as needed.
  -Secure and tighten motor connections.
  -Check all electrical connections for proper torque specs.
  -Clean the recirculation pump screens at each pump.
  -Boiler tune up and maintenance to be performed prior to winter months.

CITY HALL

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
S-1	50BVC034-E-5-E	2418V81392	20 X 24 X 2	9
S-2	6SJF06-0212	A28603	16 X 20 X 2 16 X 25 X 2	3 6
1	RITE Boiler #1		Visual Inspection	Wipe Down
1	RITE Boiler #2		Visual Inspection	Wipe Down
1	24BR500MA310	2807E00959	14 X 22 X 1	1
AC-3	48XPN042	0906G51103	15 X 25 X 1	1
AC-2	48GSN048	4405G21340	12 X 24 X 1	3
AC-1	48GSN036	4405G12427	12 X 20 X 1	2
				1

3.0.19 COUNCIL CHAMBERS

Maintenance Agreement at Council Chambers

Contractor shall conduct (3) annual preventative maintenance/inspections on one roof top unit. This unit provides both heating and cooling to Council Chambers. Our equipment list is attached to each maintenance quote showing model & serial number with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.

- Clean the recirculation pump screens at each pump.

COUNCIL CHAMBERS

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
S-4	LSWU032	TKFM126400	24 X 20 X 4	6
			20 X 20 X 4	3
1	B3CH048A25B	HDCM030699	14 X 24 X 1	1
			15 X 20 X 1	2

3.20 POLICE DEPARTMENT AND SHOOTING RANGE

Maintenance Agreement at Police Department

Contractor shall conduct (3) annual preventative maintenance/inspections on all units. These units provide both heating and cooling to Police Department. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing. Also included is the exhaust fan and swamp cooler. These units provide cool, filtered air to the shooting range.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Spray nozzles at the water tower.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Belts and the pneumatic controls at compressor.
- Auto blow off valve to the pneumatic controls at compressor.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.
- Water leaks at piping inside the tower pit.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. HEPA filters shall be replaced only (2) times a year. HEPA filters shall be 24"x24"x12" in measurement and shall have filtration levels of at least 99.97% at .3 microns. Only pleated filters shall be used on all equipment.
- **Contractor shall pay for and legally dispose of all filters, including HEPA filters, which are contaminated with lead. Contractor shall provide all Hazardous Waste**

Transportation and Disposal Manifests shall be submitted to City.

- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Inspection of the condenser coils for any oil residue caused by leaks.

Water Tower Maintenance:

- Maintenance shall occur only after a 48-hour notice to city official.
- The maintenance shall occur at 4:00 a.m. so no units are affected by our preventative maintenance.
- Do a complete tower shut down and re-start when preventative maintenance is complete.
- Check the water fill valve at tower supply for proper operation.
- Adjust the belts at motor.
- Grease the two end bearings of the blower shaft.
- Oil the two center bearings of the blower shaft.
- Grease each recirculation pump.
- Take temperature readings at bearings.
- Check the shut off valve to auto fill to assure valve is working properly.
- Inspect pan strainer and clean when needed.
- Verify water temperature is maintained to the lowest temperature possible during summer months and during heat waves.

Water Tower Chemical Maintenance:

- Furnish and apply water treatment chemicals.
- Maintain water treatment feeders and control equipment.
- Visit monthly and submit a written field report at the time of each service call.
- Inspect system for any new scale formation, organic growths or other visible foul ants and propose corrective procedures as required.

HEPA Filter Hazardous Disposal:

- Transport and dispose of waste inventory.
- Profile waste stream into customer approved facility for acceptance.
- Generate Hazardous Waste Manifest for proper shipment into approved disposal facility.
- Wear all the DOT approved safety uniforms in order to properly remove the contaminated filters.
- **Contractor shall pay for and legally dispose of all filters, including HEPA filters, which are contaminated with lead. Contractor shall provide all Hazardous Waste Transportation and Disposal Manifests shall be submitted to City.**

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.

- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

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POLICE DEPARTMENT

PDSR-23-23.0-HVAC - VRF UNIT EQUIPMENT/FILTER SCHEDULE								
UNIT No.	Service	MAFG	Model	Filter Size	Filter Size			
				ON UNIT	RA GRILLE	Type	Mafg	Model
VRF-1	Offices	LG	ARNU 153M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-2	Offices	LG	ARNU 153M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-3	Break Rm	LG	ARNU 283M 2A4	9.75" x 24" x .25"	16 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-4	Briefing Rm	LG	ARNU 483M 4A4	13.25" x 24" x .25"	16 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-5	Offices	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-6	Offices	LG	ARNU 073M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-7	Holding Cell	LG	ARNU 073M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-8	Offices	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-9	Offices	LG	ARNU 073M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-10	Interview/Hall	LG	ARNU 093M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-11	Offices	LG	ARNU 153M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-12	Conf Rm	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-13	Office/Hall	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-14	Sally Port	LG	ARNU 123M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-15	Office/Lab	LG	ARNU 123M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-16	Lockers	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-17	Evidence	LG	ARNU 183M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-18	Training	LG	ARNU 243N JA4	16" x 20" x 1"	12 X 12 X 2	Merv 8	Universal	AC Pro #29425
VRF-19	Training	LG	ARNU 243N JA4	16" x 20" x 1"	12 X 12 X 2	Merv 8	Universal	AC Pro #29425

3.0.21 COMMUNITY CENTER

Maintenance Agreement at Community Center

Contractor shall conduct (3) preventative maintenance/inspections on all roof top units. These units provide both heating and cooling to Community Center. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.

- Clean the recirculation pump screens at each pump.

COMMUNITY CENTER

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
AC-1	48TCDD12A2A5	0219P88901	20 X 20 X 2	4
AC-2	48HJD017	0707U04004	20 X 20 X 2 16 X 20 X 2	4 4
AC-3	48HJD017	48HJD017	20 X 20 X 2 16 X 20 X 2	4 4
AC-4	48HJD017	707004033	20 X 20 X 2 16 X 20 X 2	4 4
AC-5	48HJD012	807650707	20 X 20 X 2	4
AC-6	48HJD012	0807G50706	20 X 20 X 2 16 X 20 X 2	4 4
AC-7	48HJD008	0807G40751	16 X 20 X 2	4
AC-8	48HJD017	0707U04004	20 X 20 X 2 16 X 20 X 2	4 4
MAU-1	RDH250	EBGB83Y9N	16 X 16 X 2 16 X 20 X 2	3 3

3.0.22 SENIOR CENTER

Maintenance Agreement at Senior Center

Contractor shall conduct (3) annual preventative maintenance/inspections on one roof top unit. This unit provides both heating and cooling to Senior Center. Our equipment list is attached to each maintenance quote showing model & serial number with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.

- Clean the recirculation pump screens at each pump.

SENIOR CENTER

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
AC-1	SXHLF554	J922H71791	20 X 25 X 2	20

3.0.23 CORPORATION YARD

Maintenance Agreement at Corporation Yard

Contractor shall conduct (3) annual preventative maintenance/inspections on all roof top units. These units provide both heating and cooling to Corporation Yard. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

CORPORATION YARD

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
AC-I	ZJ048D10PA2210006C	N0M8492484	15 X 20 X 1 14 X 25 X 1	2 1
AC-2	D2NX024N03606NXA	N0B8627497	20 X 20 X 1	1
AC-3	ZJ06D06P2AZZ10005C	N0M8492485	15 X 20 X 1 14 X 25 X 1	2 1
AC-4	ZH090N10N2A2240007B	N0M8490595	16 X 25 X 2	4
AC-5	XP06C00P1A22100	N0M8492468	15 X 20 X 1 14 X 25 X 1	2 1

3.0.24 ARNOLD CYPRESS PARK

Maintenance Agreement at Arnold Cypress Park

Contractor shall conduct (3) preventative maintenance/inspections on all roof top units. These units provide both heating and cooling to Arnold Cypress Park. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.

- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

ARNOLD CYPRESS PARK

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
AC1	WAG30C-A54X	132C991209649-1	20 X 30 X 1	1
AC2	WAG30C-A54X	132H991246S4C-1	20 X 30 X 1	1

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **Section 5.1 shall be removed as follows:**

" ~~(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.~~"

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Section 2.1 shall be amended to read as follows:

> "Contract Sum. For services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The City reserves the right to add or delete work in the City's sole discretion to best provide the service."

II. Final Proposal Sheet reads as follows:

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$2,230.33	$ 6,691.00
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,329.33	$ 3,988.00
3.	3	EA	SHOOTING RANGE – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$4,024.67	$12,074.00
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,830.67	$ 5,492.00
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 872.33	$ 2,617.00
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,113.33	$ 3,340.00
7.	3	EA	ARNOLD CYPRESS PARK – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 158.00	$ 474.00
8.	1	LS	CONSULTANT CONTINGENCY LUMP SUM	$2,000.00	$ 2,000.00

Total Annual Bid (Bid Item # 1-8) $ 36,676.00 Per Year
Total Bid (Bid Item # 1-8) for (2) Years $ 73,352.00 (2) Years

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all Services timely in accordance with the performance schedule and specifications as provided in Exhibit "A" Scope of Services.

II. Section 3.4 shall be amended to read as follows:

> "Term. Unless earlier terminated in accordance with Section 7.4 or 7.5 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 two (2) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance."

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/13/2022

SUBJECT: **Receive and File the FY 2022-23 Master Fee Schedule**

RECOMMENDATION

Receive and file the updated FY 2022-23 Master Fee Schedule which incorporates annual cost-of-living adjustments for City and Park District user fees.

DISCUSSION

In 2019, the City Council updated user fees for the first time in more than a decade. The updated fees were the result of a comprehensive fee study conducted by a consultant. In general, City user fees are established to recover the full cost of discretionary services provided to a user while Recreation and Park District fees are intended to provide sustainable subsidies to customers. To ensure fees keep pace with the costs to provide services, the 2019 resolution approving the Master Fee Schedule includes an automatic cost-of-living adjustment be applied to all user fees on July 1st of each year. The annual cost-of-living adjustment is based on the March Consumer Price Index (CPI) and is applied to fees in conjunction with the budget fiscal year. The FY 2022-23 Master Fee Schedule includes an 8.5% cost-of-living adjustment for all user fees established by the City and District.

Fines, developer fees, and fees set by the State of California remain unchanged, as these fees are not subject to the annual cost-of-living adjustment applied to user fees. The new fee schedule is effective July 1, 2022. However, because some programs must be advertised or billed well in advance of the new fees being established, some fee increases will be deferred until it is administratively feasible to implement the changes. For example, most changes to Recreation program fees will be deferred until the publication of the Fall Activity Guide.

BUDGET IMPACT

The fee adjustments are estimated to generate an additional $150,000 to $200,000 of annual revenue and have been factored into the FY 2022-23 Proposed Budget which will be considered for adoption on June 13, 2022.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

FY 2022-23 Master Fee Schedule

FY 2022-23 Master Fee Schedule (with changes)

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Administration and Finance		
REF #	**Description**	**Fee**
	General/Permit Fees	
1	Alcohol Beverage Control Permit	$1,275
2	Bingo Licensing (Initial)	$1,095
3	Bingo Licensing (Annual)	$185
4	Business License Administration Fee	$32
5	Carnival/Circus Permit	$1,495
6	Fortune Telling Permit	$752
7	Parade Permit	$1,638
8	Returned Check Fee	$55
9	Solicitor Permit (Initial)	$366
10	Solicitor Permit (Annual)	$366
11	Special Permit - High Risk Businesses	$366
	City Clerk Fees	
12	Document Certification	$58
13	Duplication of City Council Meeting - Audio	$29
14	Duplication of City Council Meeting - Video	$29
15	Records Requests - Printed Materials	$1 first copy + $0.10 per page

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Community Development		
REF #	**Description**	**Fee**
	Planning	
16	ABC - Letter of Public Convenience	$94
17	Administrative Adjustment (Minor Variance)	$588
18	Appeal - Director	$846
19	Appeal - City Council	$1,292
20	Code Enforcement Reinspection	$98
21	CC&R Review	$283
22	Conditional Use Permit - Major	$7,916
23	Conditional Use Permit - Minor	$4,046
24	Conditional Use Permit - Extension (Flat Fee)	$752
25	Crime Prevention Through Environmental Design (CPTED) Plan Reviews	$987
26	Density Bonus Agreement - Initial Review	$959
27	Density Bonus Agreement - Annual Review	$191
28	Design Review Committee - Major	$3,781
29	Design Review Committee - Minor	$1,550
30	Preliminary Project Review - SFR	$1,172
31	Preliminary Project Review - Minor	$940
32	Preliminary Project Review - All others	$1,922
33	Determination of Use	$704
34	Development Agreement - Establish/Revise	$4,416
35	Development Agreement - Annual Review	$517
36	Entertainment Permit	$768
37	Environmental Evaluation - Exempt	$224
38	Environmental Evaluation - Mitigated Negative Declaration	$1,645

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Community Development		
REF #	**Description**	**Fee**
	Planning (Cont.)	
39	Environmental Evaluation - Negative Declaration	$846
40	Environmental Impact Report Review & Certification	$12,711
41	Extension of Time - Other Matters	$658
42	Film Permit	$634
43	General Plan Amendment/ Revision	$3,194
44	Landscape Inspection	$106
45	Landscape Plan Review	$564
46	Lot Line Adjustment - Non Single Family	$2,115
47	Lot Line Adjustment - Single-Family	$1,456
48	Mitigation Monitoring - Initial	$2,867
49	Mitigation Monitoring - Annual	$704
50	Ordinance Amendment	$4,416
51	Public Safety Review Permit	$2,010
52	Specific Plan - Staff Review	$4,309
53	Staff Review Committee Permit	$1,011
54	Temporary Use Permit - Major	$540
55	Temporary Use Permit - Minor	$130
56	Tentative Parcel Map	$2,679
57	Tentative Tract Map	$3,383
58	Variance	$2,799
59	Vesting Map	$2,678
60	Zone Change	$6,277
61	Minor Zoning Adjustment (Director's Review)	$563
62	Zoning Compliance/Rebuild Letter	$447

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

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

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

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

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Public Works		
REF #	**Description**	**Fee**
	Building	
Miscellaneous/Valuation Based Fee Rates (per square foot unless otherwise indicated)		
74	Additions	Per valuation
75	Interior Remodel - Garage/Bonus Room	$96
76	Patio Cover - Lattice	$28
77	Solid Wood Cover	$33
78	Aluminum - Open Cover	$36
79	Aluminum - Enclosed	$70
80	Solarium Room	$109
81	Deck - Wood	$38
82	Wall Signs	$43
83	Pole Signs	$64
84	Monument Signs	$110
85	Fire Sprinklers	$5
86	Swimming Pools - Plus $600 for Spa	$67
87	Rack Systems (per rack)	$444
88	Fireplace (pre-fabricated) valuation + mechanical permit	$2,221
89	Grease Interceptor/Clarifier + issuance	$99
90	Grease Trap + issuance	$41
91	Tenant Improvements - Commercial T.I. (per sq. ft)	$78
	Re-Roofing - Per square (100 square feet)	$0
92	Composition (rolled, rock, shingle)	$244
93	Wood (Class C) shakes and shingles	$522
94	Tile/Aluminum (concrete and clay)	$610
	Building Permit Fees (per hour)	$0
95	Inspections outside of normal business hours - minimum charge-two hours	$69
96	Reinspection fees assessed under provisions of Section 305.8	$69
97	Inspections for which no fee is specifically indicated - minimum charge-one half hour	$69
98	Additional plan review required by changes, additions or revisions to plans - minimum charge-one half hour	$69
99	For use of outside consultants for plan checking and inspections, or both	Actual Cost

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Mechanical Fees	
100	F.A.U. 1-100M	$21
101	F.A.U. Over 100M	$25
102	Duct Alter or Add	$15
103	Kitchen/ Bath Vent	$10
104	Comm Hood	$15
105	Air Condition Unit	$21
106	Wall Furnace	$21
107	Gas System (up to 5 outlets)	$8
108	Outlets over 5	$2
109	Evap 1-10M	$15
110	Evap Over 10M	$25
111	Heating Permit	$33
	Electrical Fees	
112	Outlets 1-20	$2
113	Outlets Over 20	$1
114	Lighting Fixtures	$2
115	Range-Oven-Garbage Disposal	$8
116	Clothes Dryer - Auto Washer	$8
117	Water Heater - Pool Htr - Space Htr	$8
118	New Residential - Outlets (sq/ft)	$0
119	Motors Over Inc. HP 0-1	$8
120	Motors Over Inc. HP 1-10	$17
121	Motors Over Inc. HP 10-50	$33
122	Miscellaneous	$25
123	Each Meter - Service 0-600V not over 200A	$42
124	Each Meter - Service 600V over 200A	$84
125	Each Meter - Service 600V over 400A	$166
126	Panel Board	$25
127	Swim Pool/ Spa	$67
128	Time Clock	$8
129	Signs - No. of Trans or Bals	$33
130	Signs - No. of Lamps	$8
131	Temp Power Poles	$33
132	Additional Support Poles	$0
133	Supplement Permit	$11
134	Electrical Permit	$33

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Plumbing Fees	
135	Water Closet	$14
136	Bath Tub	$14
137	Shower	$14
138	Lavatory	$14
139	Sink	$14
140	Dishwasher	$14
141	Laundry Tub	$14
142	Clothes Washer	$14
143	Floor Drain	$14
144	Floor Sink	$14
145	Miscellaneous Items	$14
146	Water Heater	$17
147	Gas System (up to 5 outlets)	$8
148	Outlets over 5	$2
149	Vacuum Breaker	$17
150	Install/ Alter Water System	$8
151	Install/ Alter Waste or Vents	$8
152	House Sewer	$99
153	Connect Add H.S.	$8
154	P-Trap Pool Drain	$14
155	Sewer Cap	$14
156	Plumbing Permit	$33
	Grading/Permitting Inspection Fees	
157	Grading/Drainage/Water Quality Permit/Inspections	$338 minimum fee/actual cost

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Miscellaneous Fee Rates	
158	Mobile Home Fees	Per State Schedule
159	Issuance Fee	$66
160	Temporary Certificate of Occupancy (for each 30 days)	$185
161	Request for Alternate Methods and Material	$185
162	Annual Day Care Inspections	$158
163	Special Inspections ($ minimum/Charge Hourly)	$158
164	Building Permit Time Extension	$223
165	Building Relocation Inspection	$159
166	Building Demolition	Per Valuation
167	Pool Demo/ In-fill	Per Valuation
168	Plan Retrieval	$46
169	Subpoenas (including research/ copying)	$278
170	Copies	$1 first copy/$0.10 per page

Masonry Fee Rates

	Height of Masonry Wall/Height of Retaining Wall (feet)	
171	1	$0/$28
172	2	$0/$43
173	3	$0/$59
174	4	$46/$80
175	5	$59/$98
176	6	$70/$119
177	7	$83/$136
178	8	$94/$0

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

Public Works		
REF #	**Description**	**Fee**
	Public Works	
	Environmental Inspection/National Pollution Discharge Elimination System	
	Fats, Oils, and Grease (FOG) Program	
179	Best Management Practice Inspection - Annual	$69
180	Best Management Practice Reinspection	$124
181	Construction and Demolition w/Franchise Waste Hauler	$90
182	Construction and Demolition w/Self-Hauling	$362
183	Grease Control Device Inspection - Annual	$69
184	Grease Control Device Reinspection	$124
185	New Grease Control Device Inspection	$124
186	New Grease Control Device Plan Check	$159
187	Annual NPDES High Priority Inspection	$250
188	Annual NPDES Low/Medium Priority Inspection	$119
189	Additional Environmental Services (Hourly)	$113
	Water Quality Management Plan (WQMP) Fees	
190	All development projects shall pay a minimum deposit for the review and approval of Water Quality Management Plans (WQMP) as defined in the City of Cypress National Pollutant Discharge Elimination System (NPDES) Stormwater Program and the City of Cypress Local Implementation Plan (LIP)	Small Project - $545 minimum deposit based on actual costs for small projects. Additional deposits may be required based on the accuracy and completeness of the project submittal. Large Project - $848 minimum deposit based on actual costs for large projects. Additional deposits may be required based on the quality of the project submittal.
191	Additional Review of Water Quality Management Plan (Minimum Fee; additional charged hourly)	$848

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

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

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

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

* Fixed fee

Public Works		
REF #	**Description**	**Fee**
	Public Works (Cont.)	
	Development and Permit Fees	
250	Grading Plan Check	$1,458
251	Public Works Plan Check	$1,458
252	Final Parcel Map Check	$1,018
253	Final Tract Map Check	$1,018
254	Public Works Permit - Small	$174
255	Public Works Permit - Medium	$1,308
256	Public Works Permit - Large	$3,174
257	Street Abandonment	$791
258	Transportation Permit *	$17 Trip/$79 Annual
259	Drainage Fee for Master Drainage Plan *	$7,940/acre
	Residential Parking Permits	
260	Permit Fee *	$35
261	Permit Replacement Fee *	$25
262	Fine for Misuse of Parking Permit *	$100
	Park Development Fee	
263	Fee in lieu of parkland dedication, for residential subdivisions, apartments, 2nd units, etc. *	$23,421

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Police		
REF #	**Description**	**Fee**
	General Fees	
264	Arrest Booking Fee	$405
265	Blood Draw Recovery Fee [1]	$119
266	Copy of Citation/Police Report/Log Item	$1 first copy + $0.10 per page
267	Criminal History Verification	$50
268	Firing Range Rental (per person)	$105
269	Repossession - Verification Fee [2]	$15
270	Ride Along (may be waived at Chief's discretion)	$75
271	Storage of Relinquished Firearms (annual, per weapon)	$250
272	Subpoena (Civil) for Records (15 day requirement) [2]	$15 + duplication
273	Subpoena (Civil) for Officer Appearance (per day) [2]	$275
274	Subpoena (Audio or Video)	$105
275	Subpoena (Photo/Digital Duplication)	$105
276	Vehicle Inspection	$33
277	Vehicle Permits	$15
278	Vehicle Release	$153
279	Vehicle Release (30-day impound)	$254
280	Vehicle Release (30-day impound/with hearing)	$298
	Alarm System Fees and Fines	
281	Business Alarm Permit Fee	$50
282	Residential Alarm Permit Fee	$50
283	Failure to Register Alarm System Fine	$30 for first violation
284		$50 for second violation
285		$100 for third and subsequent violations
286	False Alarm Fine (within any calendar year)	$0 - first two false alarms
287		$70 - third false alarm
288		$110 - fourth false alarm
289		$130 - fifth false alarm
290		$170 - sixth false alarm
291		$200 - seventh false alarm
292		$500 - eighth and subsequent false alarms
293	Extraordinary Police Services (Minimum fee)	$1,130

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

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Recreation and Community Services		
REF #	**Description**	**Current Fee**
	Sports Programs	
294	Adult Basketball/per team (11 week)	$450
295	Softball	$482
296	Open Gym - Youth/Adult	$3
297	Semi-private swim lessons (4 lessons)	$95
298	Swim lessons (2 weeks)	$57
299	Basketball sports camp	$92
300	Youth Basketball League - Summer	$92
301	Youth Basketball League - Winter	$113
302	Volleyball sports camp	$92
303	Youth Volleyball League - Fall	$92
304	Youth Volleyball League - Spring	$92
305	Pee Wee Sports	$50
306	Challenger Basketball - Summer	$0
307	5K/10K Walker	$43
308	5K/10K Pre-registration Runner	$50
309	5K/10K Late registration Runner	$62
	Youth Programs	
310	Day Camp - Weekly	$148
311	Day Camp - AM/PM Care - Weekly	$37
312	Day Camp Excursions	$29
313	Kids Corner - 3 Year Olds (9weeks, 2x/week)	$254
314	Kids Corner - 4 Year Olds (9weeks, 3x/week)	$344
315	Kids Corner - Summer	$233
316	Birthdays	$389
317	Birthdays - Specialty	$444
318	Kids Night Out	$25
319	Park Program - Summer	$31
320	Teen Dances	$18
321	Teen Fashion Show	$6
322	Father-Daughter Night	$57
323	Father-Daughter Night (Additional Child)	$17
324	Halloween Admission	$6

Recreation and Community Services		
REF #	**Description**	**Current Fee**
	Recreation (Cont.)	
	Adult Events	
325	Special Event Exhibitor - Commercial	$123
326	Special Event Exhibitor - Non-Profit	$62
327	Special Event Exhibitor - Small Business	$62
328	Dining Center Event	$6
329	Bunco	$18
	Program/Class Fees	
330	Registration Fee	$2 - $11
331	Facility Replacement Fee	$6
332	Credit Card Fee	Actual Cost
333	Non-Resident Fee	from $11 up to full cost
334	Refund Processing Fee	$17

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

	Additional Recreational Activities	**Fee Range**
335	Adult Sports	$413-$509
336	Aquatics	$57-$136
337	Community Events	$6-$113
338	Day Camps	$34-$226
339	Youth Sports	$0-$283
340	Kids Corner	$215-$537
341	Teen Programs	$6-$57
342	Playground	$23-$463
343	Sr. Center Programs	$6-$170

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

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

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
344	**Grand Ballroom A + B or B + Garden** (6 hour minimum Fri - Sun)	A:	$220	$243	$254	$277
345		B:	$277	$300	$311	$333
346		C:	$170	$192	$203	$226
347		D:	$226	$249	$260	$283
348		E:	$271	$294	$305	$328
349		F:	$328	$350	$362	$384

COMMUNITY CENTER - Grand Ballroom A or B or Garden

	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
350	**Grand Ballroom A or B or Garden** (6 hour minimum Fri - Sun)	A:	$141	$170	$175	$203
351		B:	$198	$226	$232	$260
352		C:	$85	$102	$119	$136
353		D:	$175	$192	$175	$192
354		E:	$192	$220	$226	$254
355		F:	$249	$277	$283	$311

COMMUNITY CENTER - Grand Ballroom

	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
356	**Grand Ballroom Full** (6 hour minimum Fri - Sun)	A:	$249	$283	$283	$317
357		B:	$305	$339	$339	$373
358		C:	$209	$226	$243	$260
359		D:	$266	$283	$300	$317
360		E:	$328	$356	$362	$390
361		F:	$384	$413	$418	$447

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

COMMUNITY CENTER - Community Room

REF #	Description		Hourly Rates Mon-Thur		Hourly Rates Fri-Sun	
				w/alcohol		w/alcohol
362	**Community Room**	A:	$90	$102	$102	$113
363	(3 hour minimum)	B:	$124	$136	$136	$147
364		C:	$62	$79	$73	$90
365		D:	$96	$113	$107	$124
366		E:	$107	$119	$119	$130
367		F:	$141	$153	$153	$164

COMMUNITY CENTER - Arts and Crafts Room

	Description		Hourly Rates Mon-Thur		Hourly Rates Fri-Sun	
				w/alcohol		w/alcohol
368	**Arts and Crafts Room**	A:	$62	$85	$73	$96
369	(3 hour minimum)	B:	$73	$96	$85	$107
370		C:	$57	$79	$68	$90
371		D:	$68	$90	$79	$102
372		E:	$79	$96	$90	$107
373		F:	$90	$107	$102	$119

COMMUNITY CENTER - Conference Room

	Description		Hourly Rates Mon-Thur		Hourly Rates Fri-Sun	
				w/alcohol		w/alcohol
374	**Conference Room**	A:	$34	N/A	$45	N/A
375	(2 hour minimum)	C:	$45	N/A	$57	N/A

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

	SENIOR CENTER - Multi-Use Room Full			
REF #	Hourly Rates			
	Description			w/alcohol
376	**Multi-Use Room Full** (6 hour minimum Fri - Sun)	A:	$158	$181
377		B:	$192	$209
378		C:	$79	$79
379		D:	$164	$181
380		E:	$215	$237
381		F:	$271	$294

	SENIOR CENTER - Multi-Use Room West/Kitchen			
	Hourly Rates			
	Description			w/alcohol
382	**Multi-Use Room West/Kitchen** (6 hour minimum Fri - Sun)	A:	$124	$124
383		B:	$141	$141
384		C:	$68	$68
385		D:	$141	$141
386		E:	$164	$164
387		F:	$220	$237

	SENIOR CENTER - Arts & Crafts or Exercise Room			
	Hourly Rates			
	Description			w/alcohol
388	**Arts & Crafts or Exercise Room**	A:	$68	$79
389		B:	$73	$96
390		C:	$40	$40
391		D:	$73	$85
392		E:	$85	$102
393		F:	$119	$136

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

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

SENIOR CENTER - Card Room

REF #	Hourly Rates			
	Description			w/alcohol
394	**Card Room**	A:	$51	N/A
395		B:	$57	N/A
396		C:	$40	N/A
397		D:	$57	N/A
398		E:	$68	N/A
399		F:	$79	N/A

SENIOR CENTER - Conference Room

	Hourly Rates			
	Description			w/alcohol
400	**Conference Room**	A:	$34	N/A
401	(2 hour minimum)	C:	$45	N/A

Misc. Rental Fees

402	Deposit	$300
403	Deposit - Alcohol	$500
404	Second Set Up	$28-$113
405	Bar Rental	$45
406	Misc. Equipment Rental	$11-$57
407	Kitchen	$57
408	Liability Insurance - Serving Alcohol	Actual Premium
409	Liability Insurance - Serving & Selling Alcohol	Actual Premium
410	Hourly Rate after Contractual Rental Period	Double Hourly Rate

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Recreation and Community Services		
REF #	**Description**	**Fee**
	Athletic Field Rentals	
411	Athletic Field Rentals - Day Use Hourly - Resident	$28
412	Athletic Field Rentals - Day Use Hourly - Non-Resident	$34
413	Athletic Field Lights - ACUAF Groups	$11
414	Athletic Field Lights - Non-ACUAF Groups	$17
415	Roller Hockey Rink Rental Hourly	$40
416	Roller Hockey Rink Rental Hourly with Lights	$57
417	ACUAF Base Non-Resident Fee	$11
418	ACUAF Next Non-Resident Fee	$16
419	ACUAF Base Field Rental Fee	$2.00/hour
420	ACUAF Next Field Rental Fee	$7.50/hour
421	Athletic Facility Security Deposit	$150
422	Lexington Park Athletic Fields (Natural and Synthetic) Hourly	$2.00 - $163
	Park Rentals	
423	Arnold Cypress Park Room - Resident / Resident Non-Profit	$51
424	Arnold Cypress Park Room - Non-Resident / Non-Resident Non-Profit	$62
425	Arnold Cypress Serving Room	$68
426	Arnold Cypress cleaning deposit	$100
427	Park Pavilion - Resident	$40
428	Park Pavilion - Commercial	$57
429	Moon Bounce - Resident	$23
430	Open Space Permit - Resident	$23
431	Lexington Park Small Pavilion-Resident (Hourly)	$22
432	Lexington Park Large Pavilion-Resident (Hourly)	$38
433	Lexington Park Equipment Storage-Resident Non-Profit (monthly)	$109
434	Lexington Park Food Truck (per event)	$54-$326 or 10% of gross sales

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Administration and Finance				
REF #	Description	Current Fee	New Fee	Change
	General/Permit Fees			
1	Alcohol Beverage Control Permit	$1,175	$1,275	$100
2	Bingo Licensing (Initial)	$1,010	$1,095	$85
3	Bingo Licensing (Annual)	$171	$185	$14
4	Business License Administration Fee	$29	$32	$3
5	Carnival/Circus Permit	$1,378	$1,495	$117
6	Fortune Telling Permit	$693	$752	$59
7	Parade Permit	$1,510	$1,638	$128
8	Returned Check Fee	$51	$55	$4
9	Solicitor Permit (Initial)	$338	$366	$28
10	Solicitor Permit (Annual)	$338	$366	$28
11	Special Permit - High Risk Businesses	$338	$366	$28
	City Clerk Fees			
12	Document Certification	$53	$58	$5
13	Duplication of City Council Meeting - Audio	$27	$29	$2
14	Duplication of City Council Meeting - Video	$27	$29	$2
15	Records Requests - Printed Materials	$1 first copy + $0.10 per page	$1 first copy + $0.10 per page	$0

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Community Development				
REF #	Description	Current Fee	New Fee	Change
	Planning			
16	ABC - Letter of Public Convenience	$86	$94	$8
17	Administrative Adjustment (Minor Variance)	$542	$588	$46
18	Appeal - Director	$779	$846	$67
19	Appeal - City Council	$1,191	$1,292	$101
20	Code Enforcement Reinspection	$91	$98	$7
21	CC&R Review	$260	$283	$23
22	Conditional Use Permit - Major	$7,296	$7,916	$620
23	Conditional Use Permit - Minor	$3,729	$4,046	$317
24	Conditional Use Permit - Extension (Flat Fee)	$693	$752	$59
25	Crime Prevention Through Environmental Design (CPTED) Plan Reviews	$910	$987	$77
26	Density Bonus Agreement - Initial Review	$883	$959	$76
27	Density Bonus Agreement - Annual Review	$176	$191	$15
28	Design Review Committee - Major	$3,485	$3,781	$296
29	Design Review Committee - Minor	$1,428	$1,550	$122
30	Preliminary Project Review - SFR	$1,080	$1,172	$92
31	Preliminary Project Review - Minor	$867	$940	$73
32	Preliminary Project Review - All others	$1,771	$1,922	$151
33	Determination of Use	$649	$704	$55
34	Development Agreement - Establish/Revise	$4,070	$4,416	$346
35	Development Agreement - Annual Review	$476	$517	$41
36	Entertainment Permit	$707	$768	$61
37	Environmental Evaluation - Exempt	$206	$224	$18
38	Environmental Evaluation - Mitigated Negative Declaration	$1,516	$1,645	$129

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Community Development				
REF #	Description	Current Fee	New Fee	Change
	Planning (Cont.)			
39	Environmental Evaluation - Negative Declaration	$779	$846	$67
40	Environmental Impact Report Review & Certification	$11,715	$12,711	$996
41	Extension of Time - Other Matters	$606	$658	$52
42	Film Permit	$584	$634	$50
43	General Plan Amendment/ Revision	$2,944	$3,194	$250
44	Landscape Inspection	$98	$106	$8
45	Landscape Plan Review	$520	$564	$44
46	Lot Line Adjustment - Non Single Family	$1,949	$2,115	$166
47	Lot Line Adjustment - Single-Family	$1,342	$1,456	$114
48	Mitigation Monitoring - Initial	$2,642	$2,867	$225
49	Mitigation Monitoring - Annual	$649	$704	$55
50	Ordinance Amendment	$4,070	$4,416	$346
51	Public Safety Review Permit	$1,852	$2,010	$158
52	Specific Plan - Staff Review	$3,971	$4,309	$338
53	Staff Review Committee Permit	$931	$1,011	$80
54	Temporary Use Permit - Major	$498	$540	$42
55	Temporary Use Permit - Minor	$120	$130	$10
56	Tentative Parcel Map	$2,469	$2,679	$210
57	Tentative Tract Map	$3,118	$3,383	$265
58	Variance	$2,580	$2,799	$219
59	Vesting Map	$2,468	$2,678	$210
60	Zone Change	$5,785	$6,277	$492
61	Minor Zoning Adjustment (Director's Review)	$519	$563	$44
62	Zoning Compliance/Rebuild Letter	$412	$447	$35

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

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

Public Works			
REF #	Description	Current Fee	New Fee
	Building Permit Fee Table *		
63	Total Valuation $1 to $500	$30.00	No Change
64	Total Valuation $501 to $2,000	$30 for first $500 plus $4 for each additional $100, or fraction thereof, to and including $2,000	"" ""
65	Total Valuation $2,001 to $25,000	$90 for first $2,000 plus $18 for each additional $1,000, or fraction thereof, to and including $25,000	"" ""
66	Total Valuation $25,001 to $50,000	$504 for first $25,000 plus $13 for each additional $1,000, or fraction thereof, to and including $50,000	"" ""
67	Total Valuation $50,001 to $100,000	$829 for first $50,000 plus $9 for each additional $1,000, or fraction thereof, to and including $100,000	"" ""
68	Total Valuation $100,001 to $500,000	$1,279 for first $100,000 plus $7 for each additional $1,000, or fraction thereof, to and including $500,000	"" ""
69	Total Valuation $500,001 to $1,000,000	$4,079 for first $500,000 plus $6 for each additional $1,000, or fraction thereof, to and including $1,000,000	"" ""
70	Total Valuation $1,000,001 and up	$7,079 for first $1,000,000 plus $4 for each additional $1,000, or fraction thereof	"" ""
71	Building Plan Check	65% of Building Permit Fee	"" ""
72	Mechanical/Electrical/Plumbing Plan Check	15% of Building Permit Fee	"" ""
73	Energy Plan Check	25% of Building Permit Fee	"" ""

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

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building			
Miscellaneous/Valuation Based Fee Rates (per square foot unless otherwise indicated)				
74	Additions	Per valuation	Per valuation	N/A
75	Interior Remodel - Garage/Bonus Room	$89	$96	$7
76	Patio Cover - Lattice	$26	$28	$2
77	Solid Wood Cover	$30	$33	$3
78	Aluminum - Open Cover	$33	$36	$3
79	Aluminum - Enclosed	$65	$70	$5
80	Solarium Room	$100	$109	$9
81	Deck - Wood	$35	$38	$3
82	Wall Signs	$40	$43	$3
83	Pole Signs	$59	$64	$5
84	Monument Signs	$101	$110	$9
85	Fire Sprinklers	$4	$5	$1
86	Swimming Pools - Plus $600 for Spa	$61	$67	$6
87	Rack Systems (per rack)	$409	$444	$35
88	Fireplace (pre-fabricated) valuation + mechanical permit	$2,047	$2,221	$174
89	Grease Interceptor/Clarifier + issuance	$92	$99	$7
90	Grease Trap + issuance	$38	$41	$3
91	Tenant Improvements - Commercial T.I. (per sq. ft)	$72	$78	$6
	Re-Roofing - Per square (100 square feet)			
92	Composition (rolled, rock, shingle)	$225	$244	$19
93	Wood (Class C) shakes and shingles	$481	$522	$41
94	Tile/Aluminum (concrete and clay)	$563	$610	$47
	Building Permit Fees (per hour)			
95	Inspections outside of normal business hours - minimum charge-two hours	$64	$69	$5
96	Reinspection fees assessed under provisions of Section 305.8	$64	$69	$5
97	Inspections for which no fee is specifically indicated - minimum charge-one half hour	$64	$69	$5
98	Additional plan review required by changes, additions or revisions to plans - minimum charge-one half hour	$64	$69	$5
99	For use of outside consultants for plan checking and inspections, or both	Actual Cost	Actual Cost	N/A

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building (Cont.)			
	Mechanical Fees			
100	F.A.U. 1-100M	$20	$21	$1
101	F.A.U. Over 100M	$23	$25	$2
102	Duct Alter or Add	$14	$15	$1
103	Kitchen/ Bath Vent	$9	$10	$1
104	Comm Hood	$14	$15	$1
105	Air Condition Unit	$20	$21	$1
106	Wall Furnace	$20	$21	$1
107	Gas System (up to 5 outlets)	$7	$8	$1
108	Outlets over 5	$2	$2	$0
109	Evap 1-10M	$14	$15	$1
110	Evap Over 10M	$23	$25	$2
111	Heating Permit	$30	$33	$3
	Electrical Fees			
112	Outlets 1-20	$2	$2	$0
113	Outlets Over 20	$1	$1	$0
114	Lighting Fixtures	$2	$2	$0
115	Range-Oven-Garbage Disposal	$7	$8	$1
116	Clothes Dryer - Auto Washer	$7	$8	$1
117	Water Heater - Pool Htr - Space Htr	$7	$8	$1
118	New Residential - Outlets (sq/ft)	$0.00	$0	$0
119	Motors Over Inc. HP 0-1	$7	$8	$1
120	Motors Over Inc. HP 1-10	$16	$17	$1
121	Motors Over Inc. HP 10-50	$30	$33	$3
122	Miscellaneous	$23	$25	$2
123	Each Meter - Service 0-600V not over 200A	$39	$42	$3
124	Each Meter - Service 600V over 200A	$77	$84	$7
125	Each Meter - Service 600V over 400A	$153	$166	$13
126	Panel Board	$23	$25	$2
127	Swim Pool/ Spa	$61	$67	$6
128	Time Clock	$7	$8	$1
129	Signs - No. of Trans or Bals	$30	$33	$3
130	Signs - No. of Lamps	$7	$8	$1
131	Temp Power Poles	$30	$33	$3
132	Additional Support Poles	$0	$0	$0
133	Supplement Permit	$10	$11	$1
134	Electrical Permit	$30	$33	$3

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building (Cont.)			
	Plumbing Fees			
135	Water Closet	$13	$14	$1
136	Bath Tub	$13	$14	$1
137	Shower	$13	$14	$1
138	Lavatory	$13	$14	$1
139	Sink	$13	$14	$1
140	Dishwasher	$13	$14	$1
141	Laundry Tub	$13	$14	$1
142	Clothes Washer	$13	$14	$1
143	Floor Drain	$13	$14	$1
144	Floor Sink	$13	$14	$1
145	Miscellaneous Items	$13	$14	$1
146	Water Heater	$16	$17	$1
147	Gas System (up to 5 outlets)	$7	$8	$1
148	Outlets over 5	$2	$2	$0
149	Vacuum Breaker	$16	$17	$1
150	Install/ Alter Water System	$7	$8	$1
151	Install/ Alter Waste or Vents	$7	$8	$1
152	House Sewer	$92	$99	$7
153	Connect Add H.S.	$7	$8	$1
154	P-Trap Pool Drain	$13	$14	$1
155	Sewer Cap	$13	$14	$1
156	Plumbing Permit	$30	$33	$3
	Grading/Permitting Inspection Fees			
157	Grading/Drainage/Water Quality Permit/Inspections	$313 minimum fee/actual cost	$338 minimum fee/actual cost	$13

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building (Cont.)			
	Miscellaneous Fee Rates			
158	Mobile Home Fees	Per State Schedule	Per State Schedule	N/A
159	Issuance Fee	$60	$66	$6
160	Temporary Certificate of Occupancy (for each 30 days)	$171	$185	$14
161	Request for Alternate Methods and Material	$171	$185	$14
162	Annual Day Care Inspections	$146	$158	$12
163	Special Inspections ($ minimum/Charge Hourly)	$146	$158	$12
164	Building Permit Time Extension	$205	$223	$18
165	Building Relocation Inspection	$147	$159	$12
166	Building Demolition	Per Valuation	Per Valuation	N/A
167	Pool Demo/ In-fill	Per Valuation	Per Valuation	N/A
168	Plan Retrieval	$43	$46	$3
169	Subpoenas (including research/ copying)	$256	$278	$22
170	Copies	$1 first copy/$0.10 per page	$1 first copy/$0.10 per page	N/A
	Masonry Fee Rates			
	Height of Masonry Wall/Height of Retaining Wall (feet)			
171	1	$0/$26	$0/$28	$0/$2
172	2	$0/$40	$0/$43	$0/$3
173	3	$0/$54	$0/$59	$0/$5
174	4	$43/$74	$46/$80	$3/$6
175	5	$54/$91	$59/$98	$5/$7
176	6	$65/$109	$70/$119	$5/$9
177	7	$76/$125	$83/$136	$6/$10
178	8	$86/$0	$94/$0	$7/$0

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Public Works			
	Environmental Inspection/National Pollution Discharge Elimination System			
	Fats, Oils, and Grease (FOG) Program			
179	Best Management Practice Inspection - Annual	$64	$69	$5
180	Best Management Practice Reinspection	$115	$124	$9
181	Construction and Demolition w/Franchise Waste Hauler	$83	$90	$7
182	Construction and Demolition w/Self-Hauling	$333	$362	$29
183	Grease Control Device Inspection - Annual	$64	$69	$5
184	Grease Control Device Reinspection	$115	$124	$9
185	New Grease Control Device Inspection	$115	$124	$9
186	New Grease Control Device Plan Check	$147	$159	$12
187	Annual NPDES High Priority Inspection	$230	$250	$20
188	Annual NPDES Low/Medium Priority Inspection	$109	$119	$10
189	Additional Environmental Services (Hourly)	$104	$113	$9
	Water Quality Management Plan (WQMP) Fees			
190	All development projects shall pay a minimum deposit for the review and approval of Water Quality Management Plans (WQMP) as defined in the City of Cypress National Pollutant Discharge Elimination System (NPDES) Stormwater Program and the City of Cypress Local Implementation Plan (LIP)	Small Project - $520 minimum deposit based on actual costs for small projects. Additional deposits may be required based on the accuracy and completeness of the project submittal. Large Project - $780 minimum deposit based on actual costs for large projects. Additional deposits may be required based on the quality of the project submittal.	Small Project - $545 minimum deposit based on actual costs for small projects. Additional deposits may be required based on the accuracy and completeness of the project submittal. Large Project - $848 minimum deposit based on actual costs for large projects. Additional deposits may be required based on the quality of the project submittal.	$45 - $68
191	Additional Review of Water Quality Management Plan (Minimum Fee; additional charged hourly)	$781	$848	$67

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

Public Works			
REF #	Description	Current Fee	New Fee
	Public Works		
	Citywide Traffic Improvement Fees		
	Commercial - Retail		
192	Shopping Center - Less than 50,000 SF	$1.81 per SF - Includes 50% Passby Credit	No Change
193	Shopping Center - 100,000 SF	$1.67 per SF - Includes 40% Passby Credit	"" ""
194	Shopping Center - 200,000 SF	$1.54 per SF - Includes 30% Passby Credit	"" ""
195	Shopping Center - 300,000 SF	$1.40 per SF - Includes 25% Passby Credit	"" ""
196	Restaurant - Fast Food w/ Drive-Through	$18.81 per SF - Includes 40% Passby Credit	"" ""
197	Restaurant - Fast Food w/o Drive-Through	$16.43 per SF - Includes 40% Passby Credit	"" ""
198	Restaurant - High Turnover (Family)	$8.18 per SF - Includes 25% Passby Credit	"" ""
199	Restaurant - Quality (Dinner House)	$2.62 per SF - Includes 10% Passby Credit	"" ""
200	Hotel	$409 per Room	"" ""
201	Motel	$409 per Room	"" ""
202	Discount Store (Freestanding)	$1.35 per SF	"" ""
203	Hardware/ Paint Store	$2.03 per SF	"" ""
204	New Car Sales	$1.56 per SF	"" ""
	Residential		
205	Single Family (Low Density)	$595 per DU	"" ""
206	Low Rise Condo/ Townhome (Medium Density)	$508 per DU	"" ""
207	Low Rise Apartment (High Density)	$358 per DU	"" ""
208	Retirement Community	$154 per DU	"" ""
209	Elderly Housing (Attached)	$44 per DU	"" ""
	Office - Industrial		
210	General Office - Less than 50,000 SF	$1.52 per SF	"" ""
211	General Office - 100,000 SF	$1.28 per SF	"" ""
212	General Office - 200,000 SF	$1.09 per SF	"" ""
213	General Office - 400,000 SF	$0.92 per SF	"" ""
214	General Office - 600,000 SF	$0.84 per SF	"" ""
215	General Office - 800,000 SF or greater	$0.78 per SF	"" ""
216	Single Tenant/ Corporate Office	$1.20 per SF	"" ""
217	Research & Development	$0.79 per SF	"" ""
218	Warehouse	$0.44 per SF	"" ""
219	Light Industrial	$0.65 per SF	"" ""
220	Manufacturing	$0.52 per SF	"" ""

Public Works			
REF #	Description	Current Fee	New Fee
	Public Works (Cont.)		
	Regional Traffic Improvement Fees		
	Commercial - Retail		
221	Shopping Center - Less than 50,000 SF	$0.16 per SF - Includes 50% Passby Credit	No Change
222	Shopping Center - 100,000 SF	$0.15 per SF - Includes 40% Passby Credit	" "
223	Shopping Center - 200,000 SF	$0.13 per SF - Includes 30% Passby Credit	" "
224	Shopping Center - 300,000 SF	$0.12 per SF - Includes 25% Passby Credit	" "
225	Restaurant - Fast Food w/ Drive-Through	$1.64 per SF - Includes 40% Passby Credit	" "
226	Restaurant - Fast Food w/o Drive-Through	$1.43 per SF - Includes 40% Passby Credit	" "
227	Restaurant - High Turnover (Family)	$0.71 per SF - Includes 25% Passby Credit	" "
228	Restaurant - Quality (Dinner House)	$0.22 per SF - Includes 10% Passby Credit	" "
229	Hotel	$36 per Room	" "
230	Motel	$36 per Room	" "
231	Discount Store (Freestanding)	$0.12 per SF	" "
232	Hardware/ Paint Store	$0.18 per SF	" "
233	New Car Sales	$0.14 per SF	" "
	Residential		
234	Single Family (Low Density)	$52 per DU	" "
235	Low Rise Condo/ Townhome (Medium Density)	$44 per DU	" "
236	Low Rise Apartment (High Density)	$31 per DU	" "
237	Retirement Community	$13.46 per DU	" "
238	Elderly Housing (Attached)	$3.85 per DU	" "
	Office - Industrial		
239	General Office - Less than 50,000 SF	$0.13 per SF	" "
240	General Office - 100,000 SF	$0.11 per SF	" "
241	General Office - 200,000 SF	$0.10 per SF	" "
242	General Office - 400,000 SF	$0.08 per SF	" "
243	General Office - 600,000 SF	$0.07 per SF	" "
244	General Office - 800,000 SF or greater	$0.06 per SF	" "
245	Single Tenant/ Corporate Office	$0.11 per SF	" "
246	Research & Development	$0.07 per SF	" "
247	Warehouse	$0.04 per SF	" "
248	Light Industrial	$0.06 per SF	" "
249	Manufacturing	$0.05 per SF	" "

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

* Fixed fee

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Public Works (Cont.)			
	Development and Permit Fees			
250	Grading Plan Check	$1,344	$1,458	$114
251	Public Works Plan Check	$1,344	$1,458	$114
252	Final Parcel Map Check	$939	$1,018	$79
253	Final Tract Map Check	$939	$1,018	$79
254	Public Works Permit - Small	$160	$174	$14
255	Public Works Permit - Medium	$1,205	$1,308	$103
256	Public Works Permit - Large	$2,925	$3,174	$249
257	Street Abandonment	$729	$791	$62
258	Transportation Permit *	$15 Trip/$70 Annual	$17 Trip/$79 Annual	$2/$9
259	Drainage Fee for Master Drainage Plan *	$7,940/acre	$7,940/acre	No change
	Residential Parking Permits			
260	Permit Fee *	$32	$35	$3
261	Permit Replacement Fee *	$23	$25	$2
262	Fine for Misuse of Parking Permit *	$100	$100	No Change
	Park Development Fee			
263	Fee in lieu of parkland dedication, for residential subdivisions, apartments, 2nd units, etc. *	$23,421	$23,421	$0

1) Unless otherwise noted, all fees are the minimum fee for the service. The final fee is
* Fixed fee

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Police				
REF #	Description	Current Fee	New Fee	Change
	General Fees			
264	Arrest Booking Fee	$373	$405	$32
265	Blood Draw Recovery Fee [1]	$110	$119	$9
266	Copy of Citation/Police Report/Log Item	$1 first copy + $0.10 per page	$1 first copy + $0.10 per page	No Change
267	Criminal History Verification	$46	$50	$4
268	Firing Range Rental (per person)	$97	$105	$8
269	Repossession - Verification Fee [2]	$15	$15	No Change
270	Ride Along (may be waived at Chief's discretion)	$69	$75	$6
271	Storage of Relinquished Firearms (annual, per weapon)	$230	$250	$20
272	Subpoena (Civil) for Records (15 day requirement) [2]	$15 + duplication	$15 + duplication	No Change
273	Subpoena (Civil) for Officer Appearance (per day) [2]	$275	$275	No Change
274	Subpoena (Audio or Video)	$97	$105	$8
275	Subpoena (Photo/Digital Duplication)	$97	$105	$8
276	Vehicle Inspection	$30	$33	$3
277	Vehicle Permits	$14	$15	$1
278	Vehicle Release	$141	$153	$12
279	Vehicle Release (30-day impound)	$234	$254	$20
280	Vehicle Release (30-day impound/with hearing)	$275	$298	$23
	Alarm System Fees and Fines			
281	Business Alarm Permit Fee	$46	$50	$4
282	Residential Alarm Permit Fee	$46	$50	$4
283	Failure to Register Alarm System Fine	$30 for first violation	$30 for first violation	No Change
284		$50 for second violation	$50 for second violation	No Change
285		$100 for third and subsequent violations	$100 for third and subsequent violations	No Change
286	False Alarm Fine (within any calendar year)	$0 - first two false alarms	$0 - first two false alarms	No Change
287		$70 - third false alarm	$70 - third false alarm	No Change
288		$110 - fourth false alarm	$110 - fourth false alarm	No Change
289		$130 - fifth false alarm	$130 - fifth false alarm	No Change
290		$170 - sixth false alarm	$170 - sixth false alarm	No Change
291		$200 - seventh false alarm	$200 - seventh false alarm	No Change
292		$500 - eighth and subsequent false alarms	$500 - eighth and subsequent false alarms	No Change
293	Extraordinary Police Services (Minimum fee)	$1,042	$1,130	$88

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

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Recreation and Community Services				
REF #	Description	Current Fee	New Fee	Change
	Sports Programs			
294	Adult Basketball/per team (11 week)	$415	$450	$35
295	Softball	$444	$482	$38
296	Open Gym - Youth/Adult	$3	$3	$0
297	Semi-private swim lessons (4 lessons)	$88	$95	$7
298	Swim lessons (2 weeks)	$52	$57	$5
299	Basketball sports camp	$85	$92	$7
300	Youth Basketball League - Summer	$85	$92	$7
301	Youth Basketball League - Winter	$104	$113	$9
302	Volleyball sports camp	$85	$92	$7
303	Youth Volleyball League - Fall	$85	$92	$7
304	Youth Volleyball League - Spring	$85	$92	$7
305	Pee Wee Sports	$46	$50	$4
306	Challenger Basketball - Summer	$0	$0	$0
307	5K/10K Walker	$40	$43	$3
308	5K/10K Pre-registration Runner	$46	$50	$4
309	5K/10K Late registration Runner	$57	$62	$5
	Youth Programs			
310	Day Camp - Weekly	$136	$148	$12
311	Day Camp - AM/PM Care - Weekly	$34	$37	$3
312	Day Camp Excursions	$27	$29	$2
313	Kids Corner - 3 Year Olds (9weeks, 2x/week)	$234	$254	$20
314	Kids Corner - 4 Year Olds (9weeks, 3x/week)	$316	$344	$28
315	Kids Corner - Summer	$215	$233	$18
316	Birthdays	$358	$389	$31
317	Birthdays - Specialty	$409	$444	$35
318	Kids Night Out	$23	$25	$2
319	Park Program - Summer	$28	$31	$3
320	Teen Dances	$17	$18	$1
321	Teen Fashion Show	$5	$6	$1
322	Father-Daughter Night	$52	$57	$5
323	Father-Daughter Night (Additional Child)	$16	$17	$1
324	Halloween Admission	$5	$6	$1

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Recreation and Community Services				
REF #	Description	Current Fee	New Fee	Change
	Recreation (Cont.)			
	Adult Events			
325	Special Event Exhibitor - Commercial	$114	$123	$9
326	Special Event Exhibitor - Non-Profit	$57	$62	$5
327	Special Event Exhibitor - Small Business	$57	$62	$5
328	Dining Center Event	$5	$6	$1
329	Bunco	$17	$18	$1
	Program/Class Fees			
330	Registration Fee	$2 - $10	$2 - $11	$0 - $1
331	Facility Replacement Fee	$5	$6	$1
332	Credit Card Fee	Actual Cost	Actual Cost	N/A
333	Non-Resident Fee	from $10 up to full cost	from $11 up to full cost	N/A
334	Refund Processing Fee	$16	$17	$1

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

	Additional Recreational Activities	**Fee Range**		
335	Adult Sports	$380-$469	$413-$509	$33-$40
336	Aquatics	$52-$125	$57-$136	$5-$11
337	Community Events	$5-$104	$6-$113	$1-$9
338	Day Camps	$31-$208	$34-$226	$3-$18
339	Youth Sports	$0-$260	$0-$283	$0-$23
340	Kids Corner	$198-$495	$215-$537	$17-$42
341	Teen Programs	$5-$52	$6-$57	$1-$5
342	Playground	$21-$427	$23-$463	$2-$36
343	Sr. Center Programs	$5-$156	$6-$170	$1-$14

City of Cypress
Master Fee Schedule
Effective July 1, 2021

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

A: Resident Private | C: Resident Non-Profit | E: Commercial - In-Town

B: Non-Resident Private | D: Non-Resident Non-Profit | F: Commercial - Out of Town

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

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

COMMUNITY CENTER - Grand Ballroom A or B or Garden

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

COMMUNITY CENTER - Grand Ballroom

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

A: Resident Private | C: Resident Non-Profit | E: Commercial - In-Town

B: Non-Resident Private | D: Non-Resident Non-Profit | F: Commercial - Out of Town

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

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
344	**Grand Ballroom A + B or B + Garden** (6 hour minimum Fri - Sun)	A:	$220	$243	$254	$277
345		B:	$277	$300	$311	$333
346		C:	$170	$192	$203	$226
347		D:	$226	$249	$260	$283
348		E:	$271	$294	$305	$328
349		F:	$328	$350	$362	$384

COMMUNITY CENTER - Grand Ballroom A or B or Garden

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
350	**Grand Ballroom A or B or Garden** (6 hour minimum Fri - Sun)	A:	$141	$170	$175	$203
351		B:	$198	$226	$232	$260
352		C:	$85	$102	$119	$136
353		D:	$175	$192	$175	$192
354		E:	$192	$220	$226	$254
355		F:	$249	$277	$283	$311

COMMUNITY CENTER - Grand Ballroom

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
356	**Grand Ballroom Full** (6 hour minimum Fri - Sun)	A:	$249	$283	$283	$317
357		B:	$305	$339	$339	$373
358		C:	$209	$226	$243	$260
359		D:	$266	$283	$300	$317
360		E:	$328	$356	$362	$390
361		F:	$384	$413	$418	$447

City of Cypress
Master Fee Schedule
Effective July 1, 2021

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

COMMUNITY CENTER - Community Room

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

COMMUNITY CENTER - Arts and Crafts Room

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

COMMUNITY CENTER - Conference Room

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

City of Cypress
Master Fee Schedule
Effective July 1, 2022

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

COMMUNITY CENTER - Community Room

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
362	**Community Room**	A:	$90	$102	$102	$113
363	(3 hour minimum)	B:	$124	$136	$136	$147
364		C:	$62	$79	$73	$90
365		D:	$96	$113	$107	$124
366		E:	$107	$119	$119	$130
367		F:	$141	$153	$153	$164

COMMUNITY CENTER - Arts and Crafts Room

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
368	**Arts and Crafts Room**	A:	$62	$85	$73	$96
369	(3 hour minimum)	B:	$73	$96	$85	$107
370		C:	$57	$79	$68	$90
371		D:	$68	$90	$79	$102
372		E:	$79	$96	$90	$107
373		F:	$90	$107	$102	$119

COMMUNITY CENTER - Conference Room

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
374	**Conference Room**	A:	$34	N/A	$45	N/A
375	(2 hour minimum)	C:	$45	N/A	$57	N/A

City of Cypress
Master Fee Schedule
Effective January 1, 2021

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

SENIOR CENTER - Multi-Use Room Full

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

SENIOR CENTER - Multi-Use Room West/Kitchen

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

SENIOR CENTER - Arts & Crafts or Exercise Room

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

City of Cypress
Master Fee Schedule
Effective January 1, 2022

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

SENIOR CENTER - Multi-Use Room Full

REF #	Hourly Rates			
	Description			w/alcohol
376	**Multi-Use Room Full** (6 hour minimum Fri - Sun)	A:	$158	$181
377		B:	$192	$209
378		C:	$79	$79
379		D:	$164	$181
380		E:	$215	$237
381		F:	$271	$294

SENIOR CENTER - Multi-Use Room West/Kitchen

Hourly Rates				
Description				w/alcohol
382	**Multi-Use Room West/Kitchen** (6 hour minimum Fri - Sun)	A:	$124	$124
383		B:	$141	$141
384		C:	$68	$68
385		D:	$141	$141
386		E:	$164	$164
387		F:	$220	$237

SENIOR CENTER - Arts & Crafts or Exercise Room

Hourly Rates				
Description				w/alcohol
388	**Arts & Crafts or Exercise Room**	A:	$68	$79
389		B:	$73	$96
390		C:	$40	$40
391		D:	$73	$85
392		E:	$85	$102
393		F:	$119	$136

City of Cypress
Master Fee Schedule
Effective January 1, 2021

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

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

SENIOR CENTER - Card Room

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

SENIOR CENTER - Conference Room

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

Misc. Rental Fees

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

City of Cypress
Master Fee Schedule
Effective January 1, 2022

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

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

SENIOR CENTER - Card Room

REF #	Hourly Rates			
	Description			w/alcohol
394	**Card Room**	A:	$51	N/A
395		B:	$57	N/A
396		C:	$40	N/A
397		D:	$57	N/A
398		E:	$68	N/A
399		F:	$79	N/A

SENIOR CENTER - Conference Room

	Hourly Rates			
	Description			w/alcohol
400	**Conference Room**	A:	$34	N/A
401	(2 hour minimum)	C:	$45	N/A

Misc. Rental Fees

402	Deposit	$300
403	Deposit - Alcohol	$500
404	Second Set Up	$28-$113
405	Bar Rental	$45
406	Misc. Equipment Rental	$11-$57
407	Kitchen	$57
408	Liability Insurance - Serving Alcohol	Actual Premium
409	Liability Insurance - Serving & Selling Alcohol	Actual Premium
410	Hourly Rate after Contractual Rental Period	Double Hourly Rate

City of Cypress
Master Fee Schedule
Effective July 1, 2022

Recreation and Community Services				
REF #	Description	Current Fee	New Fee	Change
	Athletic Field Rentals			
411	Athletic Field Rentals - Day Use Hourly - Resident	$26	$28	$2
412	Athletic Field Rentals - Day Use Hourly - Non-Resident	$31	$34	$3
413	Athletic Field Lights - ACUAF Groups	$10	$11	$1
414	Athletic Field Lights - Non-ACUAF Groups	$16	$17	$1
415	Roller Hockey Rink Rental Hourly	$36	$40	$4
416	Roller Hockey Rink Rental Hourly with Lights	$52	$57	$5
417	ACUAF Base Non-Resident Fee	$10	$11	$1
418	ACUAF Next Non-Resident Fee	$15	$16	$1
419	ACUAF Base Field Rental Fee	$1.50/hour	$2.00/hour	$0.50
420	ACUAF Next Field Rental Fee	$7.50/hour	$7.50/hour	$ -
421	Athletic Facility Security Deposit	$150	$150	$0
422	Lexington Park Athletic Fields (Natural and Synthetic) Hourly	$1.50 - $150	$2.00 - $163	$0.50 - $13
	Park Rentals			
423	Arnold Cypress Park Room - Resident / Resident Non-Profit	$47	$51	$4
424	Arnold Cypress Park Room - Non-Resident / Non-Resident Non-Profit	$57	$62	$5
425	Arnold Cypress Serving Room	$63	$68	$5
426	Arnold Cypress cleaning deposit	$100	$100	$0
427	Park Pavilion - Resident	$36	$40	$4
428	Park Pavilion - Commercial	$52	$57	$5
429	Moon Bounce - Resident	$21	$23	$2
430	Open Space Permit - Resident	$21	$23	$2
431	Lexington Park Small Pavilion-Resident (Hourly)	$20	$22	$2
432	Lexington Park Large Pavilion-Resident (Hourly)	$35	$38	$3
433	Lexington Park Equipment Storage-Resident Non-Profit (monthly)	$100	$109	$9
434	Lexington Park Food Truck (per event)	$50-$300 or 10% of gross sales	$54-$326 or 10% of gross sales	$4 - $26

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Mark Lauderback, Chief of Police

DATE: 06/13/2022

SUBJECT: **Receive an Update on the North Orange County Public Safety Collaborative and Accept Award of Funds**

RECOMMENDATION

1. Receive an Update on the North Orange County Public Safety Collaborative; and

2. Accept $118,000 in Board of State and Community Corrections funds allocated to the City of Cypress through the North Orange County Public Safety Collaborative; and

3. Accept $150,000 in Board of State and Community Corrections funds allocated to the City of Cypress and $150,000 allocated to the City of La Palma through the North Orange County Public Safety Collaborative

DISCUSSION

In 2017, the City Council joined the North Orange County Public Safety Collaborative to address three regional important issues: youth violence prevention; reentry services for offenders; and homeless outreach and intervention. The Board of State and Community Corrections has provided the Collaborative $7.8 million, 60% of which is directed to community-based organizations (non-profit and other non-city service providers) and 40% directed to the 11 member cities.

Cypress received $418,000 for two programs:

1. Cypress received $118,000 for services/programs to address any of the/all three target areas. The funds must be expended by June 30, 2026, and the Police department is developing a recommended plan for City Council for consideration.

2. In partnership, Cypress and La Palma also received $300,000 to address homelessness. These are the funds contemplated by the City Council's Strategic Plan objective to establish a partnership with the City of La Palma for responding to homelessness and non-violent public safety calls with dedicated police, mental health, and/or social worker resources. The $300,000 must be expended by June 30, 2026, and the two cities Police departments are

evaluating two service options. The first option is participating in a Collaborative/North Service Planning Area partnership with the HOPE (Homeless Outreach and Proactive Engagement) Center, which envisions an extensive regional resource center that will open later this year. However, the HOPE Center approach may require cities to dedicate resources that serve the whole region (not just the city from which they are assigned) and have personnel operate out of Fullerton facility, which may be a challenge for smaller cities and those some distance from Fullerton. The second (back-up) option contemplates Cypress and La Palma contracting with a partner to establish a program that supplement Homeless Liaison Police Officers with mental health, and/or social worker resources.

It is anticipated the options will be fully vetted by the end of summer and an agreement presented to the City Council for consideration by the end of the year.

BUDGET IMPACT

No impact at this time.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **18.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/13/2022

SUBJECT: Approve Register of Warrants, Transfers, and Wires Issued for the Period of May 7, 2022 through June 3, 2022

RECOMMENDATION

Approve the attached payment register summarized below for the period of May 7, 2022 through June 3, 2022:

- Electronic Funds Transfers 11046 through 11191
- Warrants 59462 through 59673
- Payroll Transfers W1475 through W1476

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 May 7, 2022 through June 3, 2022 are $3,105,738.78.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 05-07-22 through 06-03-22

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11046	1480 - ARCO BUSINESS SOLUTIONS	$ 19,648.65	Fuel/Police 4/3-5/2	NP62112294	$ 19,648.65
11047	1480 - ARCO BUSINESS SOLUTIONS	$ 2,787.77	Fuel/Maint 4/3-5/2	NP62112294(A)	$ 2,787.77
11048	1480 - ARCO BUSINESS SOLUTIONS	$ 157.77	Fuel/Admin 4/3-5/2	NP62112294(B)	$ 157.77
11049	1480 - ARCO BUSINESS SOLUTIONS	$ 31.35	Fuel/Engineering 4/3-5/2	NP62112294(C)	$ 31.35
11050	1480 - ARCO BUSINESS SOLUTIONS	$ 166.36	Fuel/CRPD 4/3-5/2	NP62112294(D)	$ 166.36
11051	100505 - CITY OF CYPRESS-WORKERS COMP	$ 2,842.78	W/C Claims/Prof Svcs/#25052-25081	Reimb 5/13/22	$ 2,842.78
11052	100505 - CITY OF CYPRESS-WORKERS COMP	$ 5,236.54	W/C Claims/Medical/#25052-25081	Reimb(A) 5/13/22	$ 5,236.54
11053	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,792.08	W/C Claims/Perm Disability/#25052-25081	Reimb(B) 5/13/22	$ 4,792.08
11054	1178 - UNION BANK	$ 35.88	Food/Playground/Kids Night Out 3/18	0547 5/7/22	$ 35.88
11055	1178 - UNION BANK	$ 5.98	Food/Playground/Kids Night Out 3/18	0547(A) 5/7/22	$ 5.98
11056	1178 - UNION BANK	$ 147.64	Carpet Cleaner(1)/Recreation Facilities Operations 4/4	0547(B) 5/7/22	$ 147.64
11057	1178 - UNION BANK	$ 1,020.00	Sub/GoTo Webinar/Virtual Council Meetings 3/26/22-3/26/23	0635 5/7/22	$ 1,020.00
11058	1178 - UNION BANK	$ 702.24	Senior Meals(176) 3/15	1313 5/7/22	$ 702.24
11059	1178 - UNION BANK	$ 542.64	Senior Meals(136) 3/22	1313(A) 5/7/22	$ 542.64
11060	1178 - UNION BANK	$ 1.61	Movie Rental(1)/Sr Center 3/23	1313(B) 5/7/22	$ 1.61
11061	1178 - UNION BANK	$ 478.80	Senior Meals(120) 3/29	1313(C) 5/7/22	$ 478.80
11062	1178 - UNION BANK	$ 465.00	Movie License(1)/Encanto/Outdoor Movie Event 6/18	1313(D) 5/7/22	$ 465.00
11063	1178 - UNION BANK	$ 61.41	Photo Backdrops(2)/Sr Center 4/11	1313(E) 5/7/22	$ 61.41
11064	1178 - UNION BANK	$ 1.61	Movie Rental(1)/Sr Center 4/6	1313(F) 5/7/22	$ 1.61
11065	1178 - UNION BANK	$ 348.05	Imprinted Lunch Coolers(100)/Volunteer Recognition Gifts 4/13	1313(G) 5/7/22	$ 348.05
11066	1178 - UNION BANK	$ 53.29	PD Dog Food(1 Bag)/Bono 3/24	2173 5/7/22	$ 53.29

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11067	1178 - UNION BANK	$ 37.17	Patch Cables(4)/IT 4/18	2886 5/7/22	$ 37.17
11068	1178 - UNION BANK	$ 720.00	Sub/Multi-Factor Authentication(10)/IT 3/28/22-3/27/23	2886(A) 5/7/22	$ 720.00
11069	1178 - UNION BANK	$ 106.67	Display Cables(7)/IT 4/1	2886(B) 5/7/22	$ 106.67
11070	1178 - UNION BANK	$ 15.72	Patch Cables(2)/IT 4/4	2886(C) 5/7/22	$ 15.72
11071	1178 - UNION BANK	$ 9.69	Video Cable Adapters(2)/IT 4/6	2886(D) 5/7/22	$ 9.69
11072	1178 - UNION BANK	$ 170.23	Hard Drive(1)/IT 4/7	2886(E) 5/7/22	$ 170.23
11073	1178 - UNION BANK	$ 40.92	Video Cables(8)/IT 4/8	2886(F) 5/7/22	$ 40.92
11074	1178 - UNION BANK	$ 731.37	Sub/Wireless Access Point License/Council Chambers 4/8/22-4/7/25	2886(G) 5/7/22	$ 731.37
11075	1178 - UNION BANK	$ 17.23	Network Cables(5)/IT 4/13	2886(H) 5/7/22	$ 17.23
11076	1178 - UNION BANK	$ 8.70	W/C Business Analytics/Reporting Software 3/7-4/6	3874 5/7/22	$ 8.70
11077	1178 - UNION BANK	$ 122.58	W/C Wrist Rests(6)/Mouse Pads(6) 3/22	3874(A) 5/7/22	$ 122.58
11078	1178 - UNION BANK	$ 32.61	W/C Paper Towels(2.4K) 4/4	3874(B) 5/7/22	$ 32.61
11079	1178 - UNION BANK	$ 17.46	W/C Data Storage/Amazon Cloud 3/22	3874(C) 5/7/22	$ 17.46
11080	1178 - UNION BANK	$ 45.63	W/C Meals(3)/Oral Board/Dispatch Manager 4/5	3874(D) 5/7/22	$ 45.63
11081	1178 - UNION BANK	$ 75.41	PD Dog Food(1 Bag)/Kubo 3/25	4268 5/7/22	$ 75.41
11082	1178 - UNION BANK	$ 90.00	Reg/City Engineers Assoc of OC Meeting/DD & NM 4/4	4519 5/7/22	$ 90.00
11083	1178 - UNION BANK	$ 84.19	Craft Kits(72)/Farmers Market Booth 3/30	4522 5/7/22	$ 84.19
11084	1178 - UNION BANK	$ 606.48	Senior Meals(152) 4/5	4522(A) 5/7/22	$ 606.48
11085	1178 - UNION BANK	$ 10.00	Sub/Box/Staff Document Review/Engineering 3/29-4/28	4595 5/7/22	$ 10.00
11086	1178 - UNION BANK	$ 1,800.00	Svc/Quickbase/Bldg/Public Works 4/26	4595(A) 5/7/22	$ 1,800.00
11087	1178 - UNION BANK	$ 29.67	Lunch Meeting(2)/PG & JP 3/30	5395 5/7/22	$ 29.67

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11088	1178 - UNION BANK	$ 4.30	PD Farewell Card(1)/TI 3/15	5911 5/7/22	$ 4.30
11089	1178 - UNION BANK	$ 24.77	PD Supplies/Farewell Party/TI 3/16	5911(A) 5/7/22	$ 24.77
11090	1178 - UNION BANK	$ 17.95	PD Food/Farewell Party/TI 3/16	5911(B) 5/7/22	$ 17.95
11091	1178 - UNION BANK	$ 50.59	PD Food/Farewell Party/TI 3/17	5911(C) 5/7/22	$ 50.59
11092	1178 - UNION BANK	$ 1.99	PD Sub/OneDrive/Photo Storage 3/22	5911(D) 5/7/22	$ 1.99
11093	1178 - UNION BANK	$ 17.39	PD Wardrobe Hooks(2)/Locker Room 3/28	5911(E) 5/7/22	$ 17.39
11094	1178 - UNION BANK	$ 16.44	PD Farewell Cards(3) 3/27	5911(F) 5/7/22	$ 16.44
11095	1178 - UNION BANK	$ 70.03	PD Shower Bench(1)/Locker Room 3/28	5911(G) 5/7/22	$ 70.03
11096	1178 - UNION BANK	$ 32.62	PD Autograph Mat(1)/Frame(1)/MW Retirement 3/27	5911(H) 5/7/22	$ 32.62
11097	1178 - UNION BANK	$ 29.67	PD Soap Dispenser(1)/Break Room 3/29	5911(I) 5/7/22	$ 29.67
11098	1178 - UNION BANK	$ 68.92	PD Wardrobe Hooks(2)/Locker Room 4/12	5911(J) 5/7/22	$ 68.92
11099	1178 - UNION BANK	$ 575.00	PD Reg/Interview & Interrogation/LW 5/2-5/6	6278 5/7/22	$ 575.00
11100	1178 - UNION BANK	$ 240.00	PD Reg/First Aid/CPR(12) 4/8 & 4/20	6278(A) 5/7/22	$ 240.00
11101	1178 - UNION BANK	$ 489.24	Hotel/Police Chiefs Conference/ML 3/22-3/25	6278(B) 5/7/22	$ 489.24
11102	1178 - UNION BANK	$ 97.85	PD Reg/Search Warrant Patrol/LW 6/30	6278(C) 5/7/22	$ 97.85
11103	1178 - UNION BANK	$ 16.98	PD Addl Hotel/Police Chiefs Conference/ML 4/3-4/9	6278(D) 5/7/22	$ 16.98
11104	1178 - UNION BANK	$ 1,498.10	PD Hotel/Emergency Vehicle Operators Training/MZ & NP 4/3-4/9	6278(E) 5/7/22	$ 1,498.10
11105	1178 - UNION BANK	$ 240.00	PD Reg/First Aid/CPR(12) 5/13 & 5/20	6278(F) 5/7/22	$ 240.00
11106	1178 - UNION BANK	$ 269.20	PD Batteries(2)/Remote Control Car 3/23	7454 5/7/22	$ 269.20
11107	1178 - UNION BANK	$ 185.65	PD Rifle Sights(3) 4/6	7454(A) 5/7/22	$ 185.65
11108	1178 - UNION BANK	$ 1,117.95	PD Hotel/Becoming A Police Chief/MT 3/27-3/31	7454(B) 5/7/22	$ 1,117.95

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11109	1178 - UNION BANK	$ 78.30	PD Sub/Business Analytics/Reporting Software 4/22	7454(C) 5/7/22	$ 78.30
11110	1178 - UNION BANK	$ 560.00	PD Balloon Decor(10 Sculptures)/Open House 5/14	7454(D) 5/7/22	$ 560.00
11111	1178 - UNION BANK	$ 11.00	Parking/OC Procurement Alliance Meeting/DM 3/16	7626 5/7/22	$ 11.00
11112	1178 - UNION BANK	$ (194.80)	Credit/Basketballs(24)/Youth Sports 3/29	8202 5/7/22	$ (194.80)
11113	1178 - UNION BANK	$ 59.26	Supplies/Spring Egg Hunt 3/30	8202(A) 5/7/22	$ 59.26
11114	1178 - UNION BANK	$ 73.58	Basketballs(12)/Youth Sports 4/1	8202(B) 5/7/22	$ 73.58
11115	1178 - UNION BANK	$ 194.80	Basketballs(24)/Youth Sports 3/29	8202(C) 5/7/22	$ 194.80
11116	1178 - UNION BANK	$ 159.19	Supplies/Spring Egg Hunt 4/4	8202(D) 5/7/22	$ 159.19
11117	1178 - UNION BANK	$ 188.34	Basketballs(6)/Youth Sports 4/7	8202(E) 5/7/22	$ 188.34
11118	1178 - UNION BANK	$ 753.17	Erroneous Charge/Reimbursed/BS 3/18	8283 5/7/22	$ 753.17
11119	1178 - UNION BANK	$ 87.00	Sub/Mailchimp Email Distribution/BS 3/22	8283(A) 5/7/22	$ 87.00
11120	1178 - UNION BANK	$ 11.99	Sub/Dropbox/Shared Access Storage/BS 4/8-5/8	8283(B) 5/7/22	$ 11.99
11121	1178 - UNION BANK	$ 33.39	PD File Folders(50) 3/21	8886 5/7/22	$ 33.39
11122	1178 - UNION BANK	$ 24.13	PD File Folders(50) 3/21	8886(A) 5/7/22	$ 24.13
11123	1178 - UNION BANK	$ 17.20	PD Door Stops(2) 3/21	8886(B) 5/7/22	$ 17.20
11124	1178 - UNION BANK	$ 8.61	PD Batteries(2)/Rifle Optics 3/23	8886(C) 5/7/22	$ 8.61
11125	1178 - UNION BANK	$ 6.99	PD Calculator Ink(2) 3/28	8886(D) 5/7/22	$ 6.99
11126	1178 - UNION BANK	$ 300.62	PD Digital Camera(1)/Crime Scene Investigations 3/28	8886(E) 5/7/22	$ 300.62
11127	1178 - UNION BANK	$ 17.22	PD HDMI Cables(2)/Emergency Operations Center 4/4	8886(F) 5/7/22	$ 17.22
11128	1178 - UNION BANK	$ 4.19	PD Office Supplies 4/11	8886(G) 5/7/22	$ 4.19
11129	1178 - UNION BANK	$ 7.54	PD Office Supplies 4/11	8886(H) 5/7/22	$ 7.54

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11130	1178 - UNION BANK	$ 27.21	PD Flag Pole Ornament(1)/Chief's Office 4/11	8886(I) 5/7/22	$ 27.21
11131	1178 - UNION BANK	$ 27.47	PD Space Heater(1)/Watch Command Office 4/12	8886(J) 5/7/22	$ 27.47
11132	1178 - UNION BANK	$ 350.00	Reg/Commercial Driver Training/MA 3/29	8961 5/7/22	$ 350.00
11133	1178 - UNION BANK	$ 507.00	Dues/American Planning Assoc/AV 3/15/22-3/14/23	9183 5/7/22	$ 507.00
11134	1178 - UNION BANK	$ 103.59	Books(3)/2022 CA Environmental Quality Act 3/31	9183(A) 5/7/22	$ 103.59
11135	1178 - UNION BANK	$ 150.00	Sub/Property Data/Code Enforcement & Planning 2/22	9183(B) 5/7/22	$ 150.00
11136	1178 - UNION BANK	$ 150.00	Sub/Property Data/Code Enforcement & Planning 3/22	9183(C) 5/7/22	$ 150.00
11137	1178 - UNION BANK	$ 40.28	PD Svc/Fastrak Replenishment 3/16	9480 5/7/22	$ 40.28
11138	1178 - UNION BANK	$ 70.81	Erroneous Toll Charges/Reimbursed/CR 3/8-3/18	9480(A) 5/7/22	$ 70.81
11139	1178 - UNION BANK	$ 60.26	Meals(20)/Chili's/Council Meeting 3/14	9656 5/7/22	$ 60.26
11140	1178 - UNION BANK	$ 73.46	Food/Council Meeting 3/15	9656(A) 5/7/22	$ 73.46
11141	1178 - UNION BANK	$ 25.00	Gift Card(1)/Subs N Grub/Americana Awards Auction Basket 3/16	9656(B) 5/7/22	$ 25.00
11142	1178 - UNION BANK	$ 8.98	Food/Americana Awards Auction Basket 3/16	9656(C) 5/7/22	$ 8.98
11143	1178 - UNION BANK	$ 439.35	Erroneous Charge/Reimbursed/SS 3/23	9656(D) 5/7/22	$ 439.35
11144	1178 - UNION BANK	$ 24.99	Food/City Hall Breakroom 4/4	9656(F) 5/7/22	$ 24.99
11145	1178 - UNION BANK	$ 65.19	Meals(8)/Chili's/Council Meeting 3/28	9656(E) 5/7/22	$ 65.19
11146	1178 - UNION BANK	$ 60.64	Supplies/Council Meetings 3/30	9656(G) 5/7/22	$ 60.64
11147	1178 - UNION BANK	$ 7.15	Food/Council Meetings 4/1	9656(H) 5/7/22	$ 7.15
11148	1178 - UNION BANK	$ 40.69	Food/Council Meetings 4/4	9656(I) 5/7/22	$ 40.69
11149	1178 - UNION BANK	$ 14.99	Sub/Zoom Video Conferencing/PG 4/5-5/4	9656(J) 5/7/22	$ 14.99
11150	1178 - UNION BANK	$ 29.98	Sub/Zoom Video Conferencing/HR 4/8-5/7	9858 5/7/22	$ 29.98

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11151	128744 - AYRES, RICHARD	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11152	102038 - BALDWIN, DARRELL	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11153	102087 - BISH, EDWARD	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11154	100101 - BRUCE, THOMAS M	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11155	1456 - CARTER, KEITH	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11156	129695 - COTE, ROBERT	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11157	128938 - COX, RODNEY	$ 95.03			
			Retiree Health Care Benefits 6/22	6/22	$ 95.03
11158	1119 - DEL RIO, DAVID	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11159	104003 - ESSEX, CLARE	$ 403.04			
			Retiree Health Care Benefits 6/22	6/22	$ 403.04
11160	128044 - FORNISS, DANIEL	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11161	129816 - FOSTER, SCOTT	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11162	112129 - HERNANDEZ, ALEX	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11163	109393 - IDOM, MIKE	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11164	100667 - LASSALLE, ISMAEL	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11165	123656 - MANUEL, DEAN	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11166	129700 - MCSHANE, CHRIS	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11167	2017 - MINIKUS, SCOTT	$ 286.18			
			Reimb/Medical Premiums 6/22	6/22	$ 286.18
11168	128832 - MORALES, PAULO	$ 751.22			
			Reimb/Medical Premiums 6/22	6/22	$ 751.22
11169	122 - MORROW, RICHARD L	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11170	129501 - MOUNT, ERIC	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11171	129608 - OLSON, JAMES	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11172	129865 - PARKER, MARK	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11173	128784 - RAMSEY, KENNETH	$ 125.00			
			Retiree Health Care Benefits 6/22	6/22	$ 125.00
11174	119027 - RAMSEY, STEVE	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11175	195 - SHACKELFORD, DOREEN	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11176	196 - SOIFER, DAVID	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11177	180 - SWIFT, JEFF	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11178	1024 - VALLEY VISTA SERVICES, INC	$ 150,265.00			
			Waste Disposal Fee 4/22	4/22	$ 150,265.00
11179	127 - VENESKI, PATRICK	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11180	105121 - VIGIL, FELIX	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11181	129666 - WALQUIST, BRIAN	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11182	40 - WARLAND INVESTMENTS COMPANY	$ 37,500.00			
			Development Assistance 6/22	6/22	$ 37,500.00
11183	112204 - WONG, JEFFREY	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11184	342 - WU, ALEX	$ 300.00			
			Retiree Health Care Benefits 6/22	6/22	$ 300.00
11185	100505 - CITY OF CYPRESS-WORKERS COMP	$ 5,857.54			
			W/C Claims/Prof Svcs/#25082-25128	Reimb(A) 5/27/22	$ 5,857.54
11186	100505 - CITY OF CYPRESS-WORKERS COMP	$ 9,492.15			
			W/C Claims/Medical/#25082-25128	Reimb 5/27/22	$ 9,492.15
11187	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,792.08			
			W/C Claims/Perm Disability/#25082-25128	Reimb(B) 5/27/22	$ 4,792.08
11188	961 - VANTAGEPOINT TRANSFER AGENTS-108139	$ 1,200.00			
			Deferred Comp/Executive Mgmt 5/22	401a-5/22	$ 1,200.00
11189	120801 - ICMA RETIREMENT TRUST - RHS	$ 10,691.25			
			Monthly Retiree Health Savings 5/22	5/22	$ 10,691.25
11190	2100 - MATHIS, MYRON	$ 693.21			
			Refund/Denied Permit #BS-22-449/8121 Gay St	Rfd 5/27/22	$ 693.21
11191	1608 - ALARM PROGRAM SYSTEMS, LLC	$ 635.40			
			PD Svc/Alarm Permit & False Alarm Collections 4/22	4/22	$ 635.40

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59462	129018 - A TO Z FIRE PROTECTION CO.	$ 1,869.48			
			Svc/Recertify Fire Extinguishers(123)/Citywide 10/14	I211018339	$ 812.24
			Svc/Recertify Fire Extinguishers(2)/Parks 12/14	I211018341(A)	$ 30.00
			Svc/Recertify Fire Extinguishers(4)/Boys & Girls Club 12/14	I211018341	$ 16.00
			Svc/Recertify Fire Extinguishers(55)/PD Vehicles 12/14	I211018341(B)	$ 540.24
			Svc/Recertify Fire Extinguishers(60)/Maint Vehicles 11/22	I211018340	$ 471.00
59463	1346 - A1 TEST ONLY & SMOG	$ 180.00			
			Svc/Smog Test/Unit #115 4/15/22	1182069 4/15/22	$ 35.00
			Svc/Smog Test/Unit #125 4/12/22	1121714 4/12/22	$ 35.00
			Svc/Smog Test/Unit #132 4/19/22	1191295 4/19/22	$ 35.00
			Svc/Smog Test/Unit #140 4/14/22	1191297 4/14/22	$ 35.00
			Svc/Smog Test/Unit #800 4/11/22	1043026 4/11/22	$ 40.00
59464	109380 - AFFORDABLE GENERATOR SERVICES, INC	$ 6,067.91			
			Emergency Rental/Generator/PS #6 12/29-1/5	20924	$ 6,067.91
59465	270 - AITHAL, DARSHINI	$ 364.65			
			Instruct/Chair Yoga 4/5-4/26	4/26/22	$ 136.50
			Instruct/Flow Yoga 4/4-4/25	4/25/22	$ 228.15
59466	100723 - ALESHIRE & WYNDER, LLP	$ 32,147.94			
			Credit/Legal Svc/Makkouk 3/22	67545	$ (90.00)
			Legal Svc/City Council Matters 3/22	67264	$ 1,530.00
			Legal Svc/Engineering 3/22	67267	$ 487.50
			Legal Svc/Finance 3/22	67268	$ 117.00
			Legal Svc/General Admin 3/22	67263	$ 2,910.83
			Legal Svc/Makkouk 3/22	67270	$ 9,247.63
			Legal Svc/Planning 3/22	67266	$ 546.00
			Legal Svc/Police 3/22	67269	$ 1,677.00
			Lit Svc/Chaney 3/22	67272	$ 4,725.08
			Lit Svc/CVRA Challenge 3/22	67271	$ 5,463.00
			Lit Svc/Estrada 3/22	67273	$ 274.06
			Lit Svc/General Admin 3/22	67265	$ 5,259.84
59467	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 14,134.87			
			Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 4/3-4/16	76984(A)	$ 678.30
			Crossing Guard Svcs(595.16 Hrs) 4/3-4/16	76984	$ 13,456.57
59468	122070 - AMERICAN PUBLIC WORKS ASSOC	$ 277.50			
			Dues/American Public Works Assoc/DD 6/1/22-5/31/23	Dues/DD 2022-23	$ 277.50
59469	2097 - ARANA, VICTOR	$ 12.00			
			Meal/First Aid/CPR 4/8	Reimb 5/13/22	$ 12.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59470	110860 - AT&T	$ 2,348.43			
			Cell Svc/Maint 4/22	4/22(E)	$ 51.92
			Cell Svc/PD 4/22	4/22(C)	$ 237.71
			Maint Wireless Aircard 4/22	4/22(D)	$ 86.46
			PD Svc/Mobile Data 4/22	4/22(G)	$ 1,885.88
			Svc/Planning iPads 4/22	4/22(F)	$ 86.46
59471	110860 - AT&T	$ 1,433.80			
			2481347232-Admin Phone Svc 5/22	5/22	$ 4.76
			W/C Svc/Priority Radio Line 5/5-6/4	1734493178050522	$ 1,429.04
59472	110860 - AT&T	$ 25.00			
			9391033696-PD Phone Svc 4/22	4/22(B)	$ 25.00
59473	110860 - AT&T	$ 1.54			
			East Wing Fax Line 4/22	4/22(A)	$ 1.54
59474	252 - AUTO ZONE, INC	$ 99.80			
			Idler Pulley(1)/Serpentine Belt(1) 4/16	5521499394	$ 66.89
			Replace/Blower Resistor/Unit #624	5521489082	$ 21.65
			Replace/Wheel Stud/Hex Nut/Unit #800	5521493331	$ 11.26
59475	109327 - BEE REMOVERS/HONEYCOTT, INC	$ 250.00			
			Svc/Bee Removal 4/21	600055	$ 125.00
			Svc/Bee Removal 4/26	600098	$ 125.00
59476	1355 - BIG BELLY SOLAR, INC	$ 13,517.11			
			Lease/Smart Waste and Recycling Systems(6) 4/9/22-4/8/23	40470	$ 13,517.11
59477	109020 - BJ BINDERY-INTABCO	$ 226.28			
			Svc/Cut Tabbed Dividers(740) 4/28	167730	$ 226.28
59478	2074 - BMX FREESTYLE TEAM, LLC	$ 2,475.00			
			Perform/BMX Freestyle Show/PD Open House 5/14	5/14/22	$ 2,475.00
59479	103197 - CALIFORNIA PARK & REC SOCIETY CPRS	$ 290.00			
			Dues/CA Park & Rec Society/ER 5/13/22-5/12/23	Dues/ER 2022-23	$ 145.00
			Dues/CA Park & Rec Society/LH 5/13/22-5/12/23	Dues/LH 2022-23	$ 145.00
59480	111882 - CALIFORNIA YELLOW CAB CORP	$ 1,463.00			
			Sr Center/Nutrition Program 3/22	3503022	$ 924.00
			Taxi Voucher Program/Sr Center 3/22	3501022	$ 539.00
59481	123012 - CHARLES ABBOTT ASSOCIATES	$ 66,895.40			
			Building Inspection and Plan Check Svcs 3/22	64074	$ 47,777.40
			Svc/Engineering Plan Checks 3/22	64017	$ 1,518.00
			Svc/NPDES/Program Mgmt 3/22	64018	$ 14,518.75
			Svc/NPDES/WQMP Review 3/22	64019	$ 3,081.25
59482	1066 - CHUSHINKAN DOJO	$ 84.50			
			Instruct/Aikido & Iaido 4/11-5/28	5/28/22	$ 84.50
59483	110110 - CLINT'S REFRIGERATION SERVICE INC	$ 638.24			
			PD Repair/Evidence Cooler 4/25	21741	$ 638.24

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59484	130355 - CMS COMMUNICATIONS INC	$ 157.50			
			PD Svc/NEC Phone System Programing 4/26	2203366IN	$ 157.50
59485	1473 - COMMUNITY WORKS DESIGN GROUP, LLC	$ 1,700.00			
			Design/Lexington Park 3/22	14470	$ 1,700.00
59486	1617 - CONTROL AIR ENTERPRISES LLC	$ 2,010.81			
			Replace/HVAC Blower Motor Connectors/City Hall 2/17	3072750	$ 737.16
			Svc/Diagnose HVAC/Maint Yard 3/30	3072735	$ 275.66
			Svc/HVAC Exhaust Fan/PD 3/30	3072619	$ 214.16
			Svc/HVAC Leak/PD 3/23	3072584	$ 783.83
59487	122946 - COUNTRY GARDEN CATERERS	$ 1,674.17			
			Svc/Cater/Sr Center Volunteer Recognition 4/22	1168	$ 1,674.17
59488	115003 - COUNTY OF ORANGE	$ 59,349.48			
			Svc/Animal Care 1/1/22-3/31/22	AC2290068	$ 59,349.48
59489	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT/OCSD	$ 13,292.00			
			PD Svc/OCSD Comm Charges/800 MHz 4/1/22-6/30/22	SC13401	$ 13,292.00
59490	1820 - CURBELO, EDWARD	$ 79.35			
			Reimb/Field Training Officer 4/4-4/8	Reimb 5/13/22	$ 79.35
59491	122050 - CYPRESS ART LEAGUE	$ 750.00			
			Direct Funding 2021-22	Donate 2021-22	$ 750.00
59492	1622 - DANIELS TIRE SERVICE, INC	$ 2,628.58			
			Vehicle Tires(6)/PD 3/5	200439580	$ 854.51
			Vehicle Tires(6)/PD 4/1	200441847	$ 909.70
			Vehicle Tires(7)/Public Works 2/8	200437804	$ 864.37
59493	116854 - DATA TICKET INC-MSB	$ 1,394.47			
			Parking Citation Processing 3/22	136734	$ 1,394.47
59494	1158 - DIRECTV	$ 182.24			
			W/C Svc/Satellite TV 4/25-5/24	006762204X220426	$ 182.24
59495	2063 - DUNBAR, PETER W	$ 3,982.79			
			PD Svc/Strategic Planning 4/22	CPD3	$ 3,982.79
59496	104530 - EXPERIAN	$ 77.48			
			PD Credit Reports 4/22	CD2301003836	$ 77.48
59497	1115 - FRONTIER	$ 1,820.58			
			W/C Phone Svc/5624931036 5/22	5/22(B)	$ 74.54
			W/C Phone Svc/5627955413 5/22	5/22(A)	$ 1,746.04
59498	1317 - GEORGE HILLS COMPANY INC	$ 3,500.00			
			Admin Fee/Liability Claims 4/1/22-6/30/22	INV1022649	$ 3,500.00
59499	119018 - GOLDEN STATE WATER COMPANY	$ 13,669.58			
			Svc/Parkway Maint 4/22	4/22(B)	$ 13,186.03
			Svc/Sr Center 4/22	4/22(A)	$ 81.14
			Svc/Storm Drain 4/22	4/22	$ 402.41
59500	123002 - GRAINGER	$ 604.35			
			Entrance Floor Mats(2)/City Hall 4/7	9270102594	$ 604.35

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59501	110049 - GREAT SCOTT TREE SERVICE INC	$ 5,460.00			
			Emergency Svc/Trim Trees(1.5 Hrs)/Maple Grove Park 4/21	45947	$ 405.00
			Svc/Remove Tree(1)/Arnold Cypress Park 4/21	45948	$ 765.00
			Svc/Trim Trees(10) 4/11	45925	$ 460.00
			Svc/Trim Trees(2) 4/8	45923	$ 20.00
			Svc/Trim Trees(77) 4/8	45924	$ 3,810.00
59502	1018 - GREEN HALO SYSTEMS INC-WASTETRACKING.COM	$ 492.00			
			Svc/Waste Tracking System 3/22	3523	$ 246.00
			Svc/Waste Tracking System 4/22	3568	$ 246.00
59503	101982 - HAGEN PLUMBING INC	$ 834.50			
			Svc/Clear Mainline Clog/PD Temporary Trailer 1/4	92035	$ 834.50
59504	2096 - HENDRICKSON, STUART ANDREW	$ 550.00			
			PD Svc/DJ/Open House 5/14	5/14/22	$ 550.00
59505	6 - HUNTER SECURITY, INC	$ 2,378.75			
			Svc/Restroom & Tennis Court Lockup 2/22	12084	$ 1,038.00
			Svc/Restroom & Tennis Court Lockup 3/22	12122	$ 1,340.75
59506	102993 - ITERIS, INC	$ 2,450.00			
			Svc/Maintain CCTV Network 3/22	144211	$ 2,450.00
59507	103024 - JHM & CARSON SUPPLY	$ 202.14			
			Irrigation Pop-Up Rotor(1)/Evergreen Park 4/22	76630/3	$ 13.58
			Sub/Irrigation Controller Airtime/Mackay Park 5/25/22-5/24/23	75781/3	$ 188.56
59508	2076 - KELAR PACIFIC, LLC	$ 1,657.60			
			Sub/Bluebeam PDF Editing Licenses(4)/Engineeing 4/15/22-4/14/23	SI-4023234	$ 1,657.60
59509	7 - LACAL EQUIPMENT, INC	$ 303.29			
			Sweeper Pivot Shaft(1) 4/26	0363824IN	$ 303.29
59510	130198 - LOS ANGELES TRUCK CENTERS, LLC-LA FREIGHTLINER	$ 3,199.01			
			Emerg Svc/Replace Throttle Valve/Sweeper Unit #137 12/17	RA210039058	$ 2,755.50
			Svc/Diagnose/Leaf Spring Broken/Sweeper Unit #137 12/11	RA210039060	$ 443.51
59511	109220 - MANHATTAN STITCHING CO, INC/BRENDAN SCREEN PRIN	$ 270.83			
			PD PACE Stickers(1K) 4/25	88301	$ 270.83
59512	111271 - MAR-CO EQUIPMENT CO	$ 2,028.53			
			Replace/Hose Assembly/Gasket/Unit #137	184992	$ 228.23
			Replace/Pivot Shafts/Unit #137	184394	$ 954.95
			Sweeper Gutter Brooms(5) 2/14	183907	$ 845.35
59513	113056 - MCMASTER CARR SUPPLY CO	$ 224.06			
			Adhesive Tape(1 Rl) 4/19	76663470	$ 144.79
			Credit/Adhesive Tape(1 Rl) 4/19	76728801	$ (144.79)
			Water Overflow Sensor(1)/Cables(2) 4/28	77138730	$ 178.97
			Wrenches(2) 4/26	76997940	$ 45.09
59514	1947 - MICHAEL BALLIET CONSULTING, LLC	$ 8,115.57			
			Consult/Solid Waste Program 2/16-4/15	1383-2122-10	$ 8,115.57

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59515	578 - MIG-MOORE IACOFANO GOLTSMAN/HOGLE-IRELAND, INC	$ 31,263.75			
			Design/Arnold Cypress Park Rehab 3/22	74868	$ 31,263.75
59516	1128 - MILAM, PHILIP	$ 12.00			
			Meal/First Aid/CPR 4/20	Reimb 5/13/22	$ 12.00
59517	109269 - MILES, HILDA	$ 1,235.00			
			Instruct/Hula Dance 4/26-5/25	5/25/22	$ 1,235.00
59518	109177 - MONDON, REBECCA	$ 12.00			
			Meal/First Aid/CPR 4/20	Reimb 5/13/22	$ 12.00
59519	80 - MORRIS, LETICIA	$ 518.70			
			Instruct/Zumba 4/2-4/30	4/30/22	$ 331.50
			Instruct/Zumba Gold 4/7-4/28	4/28/22	$ 187.20
59520	1356 - MOTOPORT	$ 2,213.21			
			PD Motor Uniforms(2)/MMcBain 5/4	150394	$ 2,213.21
59521	672 - O'REILLY AUTO PARTS	$ 598.75			
			Air Filter(1)/Cabin Filters(2) 4/12	3078-317729	$ 97.42
			Control Arm Assemblies(2)/Wiper Blades(2) 4/25	3078-321111	$ 252.61
			Replace/Regulator/Unit #801	3078-321574	$ 48.65
			Replace/Tensioner/Pulley/Unit #124	3078-318795	$ 64.25
			Replace/Turn Signal Switch/Unit #132	3078-319746	$ 135.82
59522	1124 - OC CUSTOM VINYL GRAPHICS & SIGNS INC	$ 113.14			
			PD Banner Patches(7)/2022 Open House	1307074	$ 113.14
59523	108944 - OFFICE DEPOT	$ 320.18			
			Supplies/Citywide 4/22	5/13/22	$ 320.18
59524	828 - PACIFIC RIM AUTOMATION INC	$ 1,781.25			
			Svc/Pump Station Monitoring System 3/16	10114	$ 875.00
			Svc/Update/Pump Station Monitoring System 4/12	10131	$ 906.25
59525	2099 - PANELLA, NATHAN	$ 230.00			
			Reimb/Emergency Vehicle Operation Course/Academy 4/4-4/8	Reimb 5/13/22	$ 230.00
59526	129575 - PARKHOUSE TIRE INC	$ 622.64			
			Tires(4) 4/13	1020254633	$ 622.64
59527	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	$ 700.33			
			Svc/Car Wash/PD(63)/PW(2)/Recreation(2) 3/22	2144	$ 700.33
59528	102666 - PREFERRED BENEFIT INSURANCE ADMIN INC	$ 11,140.90			
			Dental Ins/City & Dist & W/C 2/22	EIA43613	$ 11,140.90
59529	144 - R.C.S. INVESTIGATIONS & CONSULTING, LLC	$ 7,550.00			
			PD Svc/Background Checks(5) 4/29	5093	$ 7,550.00
59530	1598 - RBL INC PLUMBING	$ 1,495.45			
			Repair/Toilet Seats/Arnold Cypress Park Restrooms 4/13	346	$ 184.95
			Svc/Clear Plumbing Main Line/PD 4/22	332	$ 285.50
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 4/13	335	$ 600.00
			Svc/Hydro Jet Sewer Line/Oak Knoll Park 4/15	334	$ 425.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59531	1335 - REVERE, CHRISTOPHER	$ 132.00			
			Advance/Becoming a Police Chief 6/6-6/9	Adv 6/6-6/9	$ 132.00
59532	129917 - RUTAN & TUCKER	$ 1,225.00			
			Legal Svc/Comm Development/Park Development 2/22	925959	$ 1,050.00
			Legal Svc/Housing/Citrus Square 2/22	925953	$ 175.00
59533	111301 - S.C. YAMAMOTO, INC	$ 81,044.39			
			Install/Mulch(100 Tons)/Right of Way 2/22	1416863	$ 3,000.00
			Install/Mulch(188 Tons)/Right of Way 4/22	1416733(A)	$ 5,640.00
			Install/Mulch(212.66 Tons)/Parks 2/22	1416865(C)	$ 6,380.00
			Install/Mulch(213 Tons)/Parks 4/22	1416734(A)	$ 6,390.00
			Install/Mulch(350 Tons)/Berm 2/22	1416863(A)	$ 10,500.00
			Install/Mulch(450 Tons)/Right of Way 2/22	1416863(B)	$ 13,500.00
			Install/Mulch(51 Tons)/Parks 2/22	1416865	$ 1,540.00
			Install/Mulch(75 Tons)/Maint Yard 2/22	1416865(A)	$ 2,250.00
			Install/Mulch(86.33 Tons)/Civic Center 2/22	1416865(B)	$ 2,590.00
			Svc/Landscape/Citywide 4/22	1416734	$ 14,820.00
			Svc/Landscape/Right of Way & Berm 4/22	1416733	$ 14,434.39
59534	1290 - SERVPRO OF SEAL BEACH-LOS AL-CYPRESS/FRMIIS CORP	$ 8,504.79			
			PD Svc/Flooding Clean Up 4/15-4/18	2581	$ 8,504.79
59535	119051 - SMART & FINAL (REC & PARKS)	$ 183.90			
			Food/Arts/FOCCA Reception 4/19	20025006	$ 15.29
			Food/Playground/Kids Night Out 4/15	20002801	$ 33.07
			Supplies/Playground/Kids Night Out 4/15	20002903	$ 10.31
			Supplies/Sr Center 4/1	20024401	$ 91.98
			Supplies/Sr Center 4/28	20006001 4/28/22	$ 33.25
59536	108459 - SMART & FINAL-POLICE ACCT	$ 124.84			
			PD Hot Cups(1K)/Forks(500) 4/4	025205	$ 124.84
59537	119016 - SO CAL EDISON	$ 88,556.72			
			700134894611 - Svc/Traffic Signal 4/22	4/22	$ 76.22
			Svc/Citywide 3/15-4/12	3/15/22-4/12/22	$ 88,480.50
59538	119017 - SO CAL GAS CO	$ 1,468.41			
			00840909006 Svc/Comm Center 4/22	4/22(D)	$ 305.70
			08131074000 Svc/Storm Drain 4/22	4/22(G)	$ 15.29
			12600890003 Svc/Maint Yard 4/22	4/22(E)	$ 126.85
			13230923008 Svc/Storm Drain 4/22	4/22(F)	$ 40.09
			18690942000 Svc/Sr Center 4/22	4/22(C)	$ 206.52
			19530910009 Svc/City Hall 4/22	4/22(B)	$ 773.96
59539	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	$ 143.88			
			Fee/AQMD/Emergency Generator/Civic Center 2021-22	3986302	$ 143.88
59540	1790 - SOUTHERN CALIFORNIA RADAR-LASER CERTIFICATION LAB	$ 720.00			
			PD Svc/Radar Test & Certification(8) 5/3	522092	$ 720.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59541	125888 - SPARKLETTS	$ 29.64			
			W/C Bottled Water 4/22	4089647 4/22	$ 29.64
59542	1241 - SPECTRUM SECURITY GROUP LLC	$ 65.97			
			Svc/Replace Lock(1)/Keys(9)/Watch Command Office 4/27	R15029	$ 65.97
59543	1969 - SPINDOLA, CHRISTOPHER	$ 12.00			
			Meal/First Aid/CPR 4/20	Reimb 5/13/22	$ 12.00
59544	116238 - STAPLES BUSINESS ADVANTAGE	$ 161.27			
			Card Stock(500)/Laminating Pouches(100)/Misc 4/7	3504743488	$ 122.40
			Flash Drives(2) 4/7	3504820107	$ 16.26
			Wrist Rests(2) 4/7	3504743488(A)	$ 22.61
59545	122963 - STERICYCLE INC	$ 41.27			
			PD Med Waste Removal 5/22	3005992346	$ 41.27
59546	455 - STORETRIEVE, LLC	$ 194.88			
			File Storage/Retrieval 4/22	0177149	$ 194.88
59547	1133 - SWAGIT PRODUCTIONS, LLC	$ 695.00			
			Svc/Video Stream/Council Meeting 4/22	20338	$ 695.00
59548	588 - THE COUNSELING TEAM INTERNATIONAL	$ 600.00			
			PD Svc/Psych Eval(1) 4/20	81974	$ 300.00
			PD Svc/Psych Eval(1) 5/3	82070	$ 300.00
59549	1963 - TOTAL COMPENSATION SYSTEMS, INC	$ 1,440.00			
			Svc/Post Employment Benefit Actuarial Valuation #1 FYE 6/30/22	10214	$ 765.00
			W/C Svc/Post Employment Benefit Actuarial Valuation #1 2021-22	10213	$ 675.00
59550	591 - TRC-VALI COOPER AND ASSOCIATES, INC	$ 352.00			
			Inspect/Street Improvements/Katella Ave 3/22	36503	$ 352.00
59551	1333 - UC REGENTS-IRVINE	$ 700.00			
			PD Svc/Assault Exam/DR #21-02661 4/7	21624	$ 700.00
59552	127207 - UNDERGROUND SVS ALERT OF SO CA	$ 171.70			
			Svc/DigAlert Tickets 4/22	420220211	$ 171.70
59553	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 410.17			
			PD Safety Gear/TMellana	6346	$ 410.17
59554	100308 - UNITED MAINTENANCE SYSTEMS	$ 787.00			
			Svc/Weekend Enhanced Cleaning/PD 3/22	15170	$ 787.00
59555	116933 - V & V MANUFACTURING INC	$ 278.11			
			PD Svc/Update Badges(2) 3/31	54829	$ 109.80
			PD Svc/Update Badges(3) 4/26	54927	$ 168.31
59556	1997 - VACCARO, FRANK WEST COAST OFFICIALS	$ 1,595.00			
			Officials(29 Games)/Youth Basketball 5/9-5/21	1240	$ 1,595.00
59557	2089 - VAZQUEZ, JORGE M GREASE AWAY	$ 600.00			
			Svc/Clean Exhaust Hood/Comm Center Kitchen 4/28	1487	$ 600.00
59558	2098 - ZEPEDA, MARC	$ 230.00			
			Reimb/Emergency Vehicle Operation Course/Academy 4/4-4/8	Reimb 5/13/22	$ 230.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59559	0 - CYPRESS INFLUENCE CHURCH	$ 300.00			
			Refund/Facility Deposit/Contract #5657	Rfd 5/13/22	$ 300.00
59560	0 - DOAN, TRI	$ 1,960.00			
			Refund/Recycling Deposit/4321 Livermore Place	Rfd 5/13/22	$ 1,960.00
59561	0 - GONZALEZ, CHRISTY	$ 300.00			
			Refund/Facility Deposit/Contract #5677	Rfd 5/13/22	$ 300.00
59562	0 - HALL, SHELLEY	$ 300.00			
			Refund/Facility Deposit/Contract #5741	Rfd 5/13/22	$ 300.00
59563	0 - HOPE SCHOOL	$ 300.00			
			Refund/Facility Deposit/Contract #5698	Rfd 5/13/22	$ 300.00
59564	0 - MAINALY, NETRA	$ 936.47			
			Refund/Sewer Connect Fees/8543 Walker	Rfd 5/13/22	$ 936.47
59565	0 - URSERY, GRACE	$ 100.00			
			Refund/Facility Deposit/Contract #5719	Rfd 5/13/22	$ 100.00
59566	639 - 10-8 RETROFIT, INC	$ 103.44			
			Vehicle USB Charging Ports(3) 5/19	18519	$ 103.44
59567	1346 - A1 TEST ONLY & SMOG	$ 140.00			
			Svc/Smog Test/Unit #100 5/16	1210031 5/16/22	$ 35.00
			Svc/Smog Test/Unit #160 5/12	1146047 5/12/22	$ 35.00
			Svc/Smog Test/Unit #170 5/2	1312812 5/2/22	$ 35.00
			Svc/Smog Test/Unit #172 5/16	1312810 5/16/22	$ 35.00
59568	106914 - ADMINSURE	$ 3,277.00			
			Workers Comp Claims Admin 6/22	15089	$ 3,277.00
59569	123456 - ADS CONSULTING GROUP INC	$ 597.60			
			Consult/Network 5/9	204096	$ 597.60
59570	130335 - AKM CONSULTING ENGINEERS	$ 6,505.00			
			Design/Sewer System Mgmt Plan Update 4/22	0011637	$ 6,505.00
59571	129660 - ALAN'S LAWNMOWER & GARDEN SUPPLY	$ 708.19			
			Chainsaw Chains(2) 5/2	1090877	$ 52.21
			Telescoping Tree Pruner(1) 5/2	1090882	$ 655.98
59572	128591 - ALIN PARTY SUPPLY CO-PARTY DEPOT	$ 102.51			
			Supplies/Youth Action Committee Event 4/25	580511	$ 102.51
59573	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 14,429.93			
			Crossing Guard Services(30 Hrs)/Orange & Grindlay 4/17-4/30	77244(A)	$ 678.30
			Crossing Guard Services(608.21 Hrs) 4/17-4/30	77244	$ 13,751.63
59574	1403 - ALL STAR ELITE SPORTS	$ 1,386.55			
			Shirts(186)/Youth Sports 5/12	2872	$ 1,386.55
59575	101016 - ANAHEIM UNION HIGH SCHOOL DISTRICT	$ 45.00			
			Refund/Rental Fee/Contract #5263	Rfd 5/27/22	$ 45.00
59576	1200 - ANNEALTA GROUP	$ 17,902.50			
			Svc/Planning Project Manager/Housing Element Implementation 3/22	2371	$ 17,243.75
			Svc/Planning Project Manager/Melia 4/5	2370	$ 658.75

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59577	1312 - ARCADIAN BANK	$ 390.00			
			CDBG Loan Fee/Meineke/5461 Mildred Circle	317(B)	$ 130.00
			CDBG Loan Fee/Ohnemus/9826 George Circle	317(A)	$ 130.00
			CDBG Loan Fee/Young/6556 Walnut St	317	$ 130.00
59578	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	$ 4,000.00			
			Svc/City Engineer 3/22	122724	$ 4,000.00
59579	110860 - AT&T	$ 824.23			
			Svc/Internet 4/22	18143920	$ 824.23
59580	110860 - AT&T	$ 3,569.62			
			9391033694-PW Phone Svc 4/22	4/22(I)	$ 167.08
			9391033695-Civic Center Phone Svc 4/22	4/22(H)	$ 24.96
			9391033698-PW Phone Svc 4/22	4/22(J)	$ 25.35
			Phone Svc/Multi-Line 4/13-5/12	4/13/22-5/12/2	$ 3,352.23
59581	252 - AUTO ZONE, INC	$ 342.88			
			Alternator(1) 5/9	5521523934	$ 148.90
			Replace/Brake Rotors/Unit #801	5521510557	$ 106.44
			Replace/Hub Assembly/Unit #801	5521510898	$ 69.06
			Wiper Fluid(4 Gls)/Bulbs(10) 4/29	5521512581	$ 18.48
59582	122652 - AVENU MUNISERVICES-MUNISERVICES, LLC	$ 4,720.85			
			Svc/Sales & Use Tax QE 12/31/21	INV06-014180	$ 3,970.85
			Svc/STARS Report QE 12/31/21	INV06-014116	$ 750.00
59583	630 - BATTERY SYSTEMS INC	$ 651.22			
			Equipment Battery(1) 5/13	7624855	$ 142.11
			Vehicle Batteries(2) 5/11	7617972	$ 509.11
59584	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 8,864.84			
			Insurance/Life/LTD/STD/Optional 6/22	10942	$ 8,864.84
59585	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 1,512.32			
			Insurance/Vision Claims/City & West Comm 4/22	B05JTP	$ 1,512.32
59586	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	$ 19,960.04			
			Svc/Landscape/Lexington Park 4/22	7893767	$ 6,225.15
			Svc/Plant Trees(2)/Civic Center Green 4/26	7876771	$ 13,734.89
59587	866 - C3 OFFICE SOLUTIONS	$ 9.94			
			W/C Copier Svc/Supplies 4/22	INV146606	$ 9.94
59588	103141 - CA FORENSIC PHLEBOTOMY, INC	$ 111.65			
			PD Blood/Alcohol Test(1) 4/22	1943	$ 111.65
59589	123012 - CHARLES ABBOTT ASSOCIATES	$ 11,954.25			
			Svc/Engineering Plan Checks 4/22	64101	$ 1,173.00
			Svc/NPDES/Program Management 4/22	64196	$ 10,781.25
59590	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	$ 3,069.94			
			Svc/Internet Access 4/15-5/14	4/15/22-5/14/22	$ 1,534.97
			Svc/Internet Access 5/15-6/14	5/15/22-6/14/22	$ 1,534.97

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59591	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	$ 110.68			
			Svc/Cable/Council Chambers 5/10-6/9	5/10/22-6/9/22	$ 110.68
59592	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	$ 515.00			
			W/C Svc/Internet 5/1-5/30	0307955050122	$ 515.00
59593	129539 - COAST RECREATION INC	$ 1,690.92			
			Swing Beam(1)/Manzanita Park 5/6	14514	$ 1,690.92
59594	110067 - COMLINK LASER CARE	$ 115.95			
			Toner(1)/PD 5/23	74002	$ 115.95
59595	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	$ 9,858.60			
			Svc/CA Voter Rights Act/Community Outreach 2/22-3/22	2204-099	$ 4,858.60
			Svc/Strategic Communication Support 3/22	2204-102	$ 5,000.00
59596	1439 - CORODATA MEDIA STORAGE, INC	$ 144.45			
			Offsite Data Storage 4/22	DS1301790	$ 144.45
59597	122946 - COUNTRY GARDEN CATERERS	$ 2,149.61			
			Svc/Cater/2021 Employee Service Awards 5/5	1175	$ 2,149.61
59598	115003 - COUNTY OF ORANGE	$ 1,928.00			
			PD Svc/Automated Fingerprint Identification System 5/22	SH61938	$ 1,928.00
59599	116854 - DATA TICKET INC-MSB	$ 1,289.72			
			Parking Citation Processing 4/22	137719	$ 1,289.72
59600	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 160.00			
			Svc/Fingerprints(1)/Recreation Contractor 4/22	578990(A)	$ 32.00
			Svc/Fingerprints(2)/City 4/22	578990	$ 64.00
			W/C Svc/Fingerprints(2) 4/22	579301	$ 64.00
59601	109280 - DIAL PRINTING-HMS INDUSTRIES INC	$ 2,025.70			
			PD Notice to Appear Books(10K Sets) 4/21	21011	$ 2,025.70
59602	345 - DISCOUNT TIRE STORE	$ 100.00			
			Svc/Wheel Alignment/Unit #604	30026503	$ 50.00
			Svc/Wheel Alignment/Unit #606	30026620	$ 50.00
59603	1488 - ENTERPRISE HOLDINGS INC	$ 941.15			
			PD Rental Car(1) 2/1-3/9	29488163	$ 941.15
59604	107899 - FIREWORKS AND STAGE FX AMERICA	$ 12,500.00			
			Deposit/Fireworks Display/2022 Salute to America 7/1	20729	$ 12,500.00
59605	1115 - FRONTIER	$ 57.37			
			7148996947 - Phone Svc/Sewers 6/22	6/22	$ 57.37
59606	1114 - FRONTIER COMMUNICATIONS OF CA	$ 970.22			
			W/C Svc/Priority Radio Line 5/5-6/4	7002A403S22125	$ 970.22
59607	1596 - GARON WYATT INVESTIGATIVE SERVICES	$ 3,753.86			
			W/C Svc/Background Checks(2) 5/6	#WC2022BG1	$ 3,753.86
59608	100993 - GATEWAY URGENT CARE PRIMARY AND MULTI-SPECIALT	$ 702.00			
			First Aid(2) 4/22	19870	$ 702.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59609	119018 - GOLDEN STATE WATER COMPANY	$ 40,632.44			
			Svc/Athletic Fields 4/22	4/22(F)	$ 3,125.44
			Svc/Civic Center 4/22	4/22(G)	$ 2,315.97
			Svc/Community Center 4/22	4/22(I)	$ 34.45
			Svc/Lexington Park 4/22	4/22(H)	$ 2,694.48
			Svc/Parks Landscaping 4/22	4/22(E)	$ 23,538.43
			Svc/Parkway Maint 4/22	4/22(J)	$ 7,177.66
			Svc/Sr Center 4/22	4/22(D)	$ 691.78
			Svc/Stanton Channel Berm 4/22	4/22(C)	$ 1,054.23
59610	110815 - GRIFFIN STRUCTURES INC	$ 34,100.00			
			Construct Mgmt/Lexington Park 3/22	GSI-CCSPCM-17	$ 18,333.75
			Construct Mgmt/Lexington Park 4/22	GSI-CCSPCM-18	$ 15,766.25
59611	1505 - HARBOR PARTY RENTALS, INC	$ 946.00			
			PD Canopy Rental(18)/Open House 5/14	30307	$ 946.00
59612	1510 - HILL, MICHELLE	$ 113.25			
			W/C Reimb/Basic Crisis Negotiations 4/25-4/29	Reimb 5/27/22	$ 113.25
59613	117233 - HOME DEPOT CREDIT SVC-REC #0720	$ 320.58			
			Brooms(2)/Rake(1)/Shovel(1)/Misc/Rec Facility Operations 3/8	972125	$ 113.01
			Supplies/Lexington Park Grand Opening 3/8	972126	$ 143.01
			Supplies/Spring Egg Hunt 3/30	8520765	$ 64.56
59614	1382 - INDUSTRIAL SAFETY LLC	$ 479.08			
			PD Gas Mask Canisters(5) 5/24	000113021	$ 479.08
59615	2039 - KELLY SPICERS INC KELLY SPICER STORES	$ 2,355.38			
			PD Copier Paper(100 Rms) 5/16	10953960	$ 842.61
			Specialty Paper(10 Rms)/Business Card Boxes(1K) 5/19	10958751	$ 735.78
			Specialty Paper(18.5 Rms) 5/13	10952654	$ 539.62
			Specialty Paper(2 Rms) 5/24	10962350	$ 237.37
59616	336 - LEXISNEXIS RISK DATA MANAGEMENT, INC	$ 300.00			
			PD Svc/Database 4/22	153874520220430	$ 300.00
59617	122069 - LIEBERT CASSIDY WHITMORE	$ 874.00			
			Legal Svc/PD Matter #CY020-00100 3/22	215390	$ 874.00
59618	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	$ 789.95			
			Replace/Brake Pads/66K Mile Svc/Motor Unit #661	43376	$ 789.95
59619	130198 - LOS ANGELES TRUCK CENTERS, LLC-LA FREIGHTLINER	$ 6,916.60			
			Replace/Exhaust Gas Recirculator/Ignition Coil/Sweeper Unit #138	RA210039062	$ 5,057.66
			Replace/Leaf Springs/Sweeper Unit #137	RA210039061	$ 1,858.94
59620	1494 - LOZEAU CONSULTING, TRAINING & INVESTIGATIONS	$ 200.00			
			PD Reg/Homeless Liason Officer/DM & JH 6/6	PD Reg 6/6/22	$ 200.00
59621	933 - LSA ASSOCIATES, INC	$ 256.25			
			Consult/Housing Element Update 4/22	182604	$ 256.25
59622	1445 - MVP SECURITY SYSTEMS, INC.	$ 3,243.55			
			Install/PD Security Cameras/Door Access Control 5/20	1954	$ 3,243.55

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59623	129724 - NAPA AUTO PARTS/SO CAL AUTO & TRUCK PARTS INC	$ 1,665.62			
			Brake Rotors(2)/Wiper Blades(12)/Misc 5/3	411189	$ 443.67
			Brake Rotors(2)/Wiper Fluid(5 Gls) 10/12	396702	$ 194.97
			Brake Rotors(4)/Disc Brake Pads(3)/Misc 4/12	409856	$ 711.03
			Motor Oil(12 Qts)/Serpentine Belt(1)/Oil Filters(4)/Misc 4/18	410362	$ 207.02
			Oil Filters(2) 4/25	410617	$ 46.98
			Replace/Fuel Injector/Unit #162	409435	$ 50.15
			Replace/Screws(5)/PD Gym Equipment 4/21	410600	$ 11.80
59624	672 - O'REILLY AUTO PARTS	$ 260.23			
			Control Arm Assemblies(2)/Oil Filter(1) 5/2	307-322054	$ 257.03
			Oil Filter(1) 5/10	3078-324589	$ 3.20
59625	110400 - OC TRAINING MANAGERS ASSOC-OCTMA	$ 100.00			
			PD Dues/OC Training Managers Assoc/PD 2022	PD Dues 2022	$ 100.00
59626	1601 - ONYX PAVING COMPANY INC	$ 353,314.31			
			Construct/Street Rehab 4/22	1-4/22	$ 353,314.31
59627	1043 - ORANGE COUNTY PUMP CORP	$ 6,011.00			
			Svc/Wet Well Cleaning/PS #5 5/3	154406	$ 6,011.00
59628	122725 - ORANGE COUNTY SANITATION DISTRICT	$ 194,883.95			
			Sewer Connect Fees 4/22	4/22	$ 194,883.95
59629	308 - PENSKE CHEVROLET OF CERRITOS	$ 136.33			
			Actuators(2) 5/2	272677	$ 136.33
59630	1970 - PERFORMANCE PICKLEBALL, LLC	$ 777.40			
			Instruct/Pickleball 4/24-5/18	5/18/22	$ 777.40
59631	110498 - PLANNING DIRECTORS ASSOC OF OC	$ 125.00			
			Dues/Planning Directors Assoc/AV 2022	2022-05	$ 125.00
59632	1598 - RBL INC PLUMBING	$ 288.00			
			Svc/Clear Plumbing Clog/Drinking Fountain/Evergreen Park 4/13	347	$ 288.00
59633	109096 - S.C. SIGNS & SUPPLIES, LLC	$ 2,439.47			
			Sign Posts(6)/Street Signs(6)/Misc 3/8	225299	$ 769.34
			Sign Tape(2 Rls)/Special Signs(4) 4/4	226001	$ 476.26
			Special Signs(4) 3/30	225999	$ 353.42
			Street Signs(10)/Special Signs(4) 4/30	226000	$ 840.45
59634	100646 - SANTA ANA POLICE DEPARTMENT	$ 198.00			
			PD Reg/Tactical Rifle Course/AS & SC 6/15-6/17	PD Reg 6/15-6/17	$ 198.00
59635	2031 - SDI PRESENCE LLC	$ 2,316.21			
			W/C Svc/Monitor IT/CAD System 4/22	9318	$ 2,316.21
59636	1805 - SHADE STRUCTURES, INC-USA SHADE & FABRIC STRUCTUF	$ 13,404.44			
			Retention/Fabric Shade Sails/Lexington Park	5/27/22	$ 13,404.44
59637	130328 - SHOETERIA	$ 320.00			
			Safety Shoes(1)/AMorales 4/21	0033142IN	$ 189.09
			Safety Shoes(1)/TNorcia 4/23	0033139IN	$ 130.91

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59638	114777 - SIERRA DISPLAY	$ 129.30			
			Banner Patches(4)/2022 PD Open House 4/12	15266	$ 129.30
59639	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	$ 287.74			
			Fine Compost(7 CY)/Darrell Essex Park 4/21	118259599-001	$ 287.74
59640	119016 - SO CAL EDISON	$ 3,256.21			
			700351486618 Svc/Willow Park 4/22	4/22(B)	$ 283.26
			700370018870 - Svc/Traffic Signal 4/22	4/22(D)	$ 95.92
			700428641933 Svc/Mackay Park 4/22	4/22(C)	$ 104.25
			700564248438 Svc/Traffic Signals 4/22	4/22(A)	$ 2,772.78
59641	543 - SORVILLO, BRYAN	$ 9,677.00			
			Instruct/Private Tennis Lessons 4/22	4/30/22	$ 720.00
			Instruct/Tennis 5/2-6/3	6/3/22	$ 8,957.00
59642	1591 - SOUTHERN CALIFORNIA NEWS GROUP	$ 3,970.00			
			Pub Notice/Bids/Concrete Rehab Project #293	0011529967	$ 1,945.30
			Pub Notice/Bids/Street Rehab Project #313	0011528311	$ 2,024.70
59643	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 60.00			
			PD Svc/Shredding 5/9	197425	$ 60.00
59644	900 - SOUTHERN COMPUTER WAREHOUSE-SCW	$ 5,285.15			
			Backup Tape Drive(1)/IT 5/16	INV00737616	$ 5,285.15
59645	125888 - SPARKLETTS	$ 171.06			
			Comm Center Bottled Water 4/22	4104724	$ 24.44
			Maint Bottled Water 4/22	4106666 4/22	$ 65.50
			PD Bottled Water 4/22	4104648 4/22	$ 73.32
			Print Shop Bottled Water 4/22	4105217 4/22	$ 7.80
59646	119024 - STATE COMP INSURANCE FUND	$ 934.16			
			W/C Workers Comp Insurance 4/30-5/30	1000257996	$ 934.16
59647	795 - STATEWIDE TRAFFIC SAFETY & SIGNS	$ 9,049.00			
			Svc/Traffic Control/2021 5K/10K Run 10/1	11303	$ 9,049.00
59648	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	$ 6,622.00			
			Svc/Graffiti Removal/Streets & Parks 4/22	17321	$ 6,622.00
59649	588 - THE COUNSELING TEAM INTERNATIONAL	$ 1,190.00			
			PD Svc/Employee Counseling 4/22	82119	$ 1,000.00
			W/C Svc/Employee Counseling 4/22	82197	$ 190.00
59650	2067 - THE ORIGINAL GOODIE'S UNIFORM	$ 144.92			
			PD Nameplates(11) 5/12	2105	$ 144.92
59651	851 - THE UPS STORE, #5882	$ 120.00			
			Svc/Fingerprints(1)/Rec Contractors 4/22	5/3/2022(B)	$ 20.00
			Svc/Fingerprints(2)/City 4/22	5/3/2022	$ 40.00
			Svc/Fingerprints(3)/Rec Volunteers 4/22	5/3/2022(A)	$ 60.00
59652	105052 - TOPAZ ALARM CORP.	$ 60.00			
			Monitor Pumps 5/22	138845	$ 60.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59653	128063 - U S ARMOR CORPORATION	$ 1,308.86			
			PD Ballistic Vest(1)/COlivas	37307	$ 654.43
			PD Ballistic Vest(1)/MElgowhary	37308	$ 654.43
59654	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 136.82			
			Uniform/CPresti	6368	$ 136.82
59655	130114 - USPS-HASLER/TMS ACCT #39991	$ 5,000.00			
			Postage 5/22	39991 5/27/22	$ 5,000.00
59656	1997 - VACCARO, FRANK WEST COAST OFFICIALS	$ 1,485.00			
			Officials(27 Games)/Youth Basketball 5/23-6/13	1241	$ 1,485.00
59657	129595 - VERIZON WIRELESS - CA	$ 76.89			
			Cell Svc/Rec 5/22	5/22	$ 76.89
59658	1992 - VOORHEES, RONDA	$ 868.30			
			Instruct/Piano & Art 5/3-6/1	6/1/22	$ 695.50
			Instruct/Private Piano Lessons 4/22	4/22	$ 172.80
59659	1962 - WEX HEALTH INC-WEX	$ 90.00			
			Admin Fee/FSA 4/22	0001525645IN	$ 90.00
59660	2081 - WINDOW FILM DEPOT, INC	$ 2,350.00			
			PD Svc/Tint Office Windows(14) 5/12	IN48091	$ 2,350.00
59661	101980 - WORTHINGTON FORD	$ 1,239.45			
			Replace/Front Axle/Unit #606	5144756	$ 291.22
			Selector Shaft(1)/Ignition Coil(1) 4/12	5143740	$ 207.91
			Wheel Assemblies(4)/Tire Pressure Sensors(5) 5/2	5145212	$ 740.32
59662	2044 - YOUTH EVOLUTION ACTIVITIES	$ 1,480.05			
			Instruct/Youth Basketball 5/5-6/2	6/2/22	$ 1,480.05
59663	0 - CABUNOC-GARCIA, ABEGAIL	$ 500.00			
			Refund/Facility Deposit/Contract #5750	Rfd 5/27/22	$ 500.00
59664	0 - CULBERSON, MARIEL	$ 100.00			
			Refund/Facility Deposit/Contract #5865	Rfd 5/27/22	$ 100.00
59665	0 - HARVEY, ROSS	$ 3,619.00			
			Refund/Recycling Deposit/4755 Katella	Rfd 5/27/22	$ 3,619.00
59666	0 - MAO, STEPHEN	$ 100.00			
			Refund/Facility Deposit/Contract #5875	Rfd 5/27/22	$ 100.00
59667	0 - MUNOZ, FELIPE	$ 1,000.00			
			Refund/Recycling Permit #CDD-21-9/4851 Grace Ave	Rfd 5/27/22	$ 1,000.00
59668	0 - MUNOZ, FELIPE	$ 1,000.00			
			Refund/Recycling Permit #BS21-614/4851 Grace Ave	Rfd 5/27/22	$ 1,000.00
59669	0 - NARASIMMAN, RAMESH	$ 300.00			
			Refund/Facility Deposit/Contract #5836	Rfd 5/27/22	$ 300.00
59670	0 - NGUYEN, ANMARIE	$ 333.00			
			Refund/Self-Haul Admin Fee/CDD-22-32	Rfd 5/27/22	$ 333.00
59671	0 - NGUYEN, ANMARIE	$ 500.00			
			Refund/Pool Bond/6922 Jonathan Ave	Rfd 5/27/22	$ 500.00

City of Cypress
Payment Register
05/07/22-06/03/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59672	0 - ONE STOP CLEANERS	$ 160.00			
			PD Svc/Dryclean Tablecloths(28)/Open House 5/16	5/16/22	$ 160.00
59673	0 - ZAVERI, FAIZA	$ 69.00			
			Refund/Shaping It Up With ABC's 4/27-5/18	Rfd 5/27/22	$ 69.00
Total EFTs		$ 284,929.68			$ 284,929.68
Total Warrants		1,408,946.50			1,408,946.50
Transfer to Payroll (W1475)		674,232.72	Payroll 04/29/22-05/13/22		674,232.72
Transfer to Payroll (W1476)		737,629.88	Payroll 05/13/22-05/27/22		737,629.88
Grand Totals		$ 3,105,738.78			$ 3,105,738.78

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **19.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/13/2022

SUBJECT: Adopt the Fiscal Year 2022-23 Budget for the City of Cypress and the Cypress Recreation and Park District

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RECOMMENDATION

1. Adopt a Resolution approving the Fiscal Year 2022-23 City Budget; and

2. Adopt a Resolution approving the Fiscal Year 2022-23 Recreation and Park District Budget.

SUMMARY

Prior to July 1 of each year, the City and District are required to adopt a budget for all governmental funds at a public meeting. Budget preparation and analysis is a comprehensive, multi-step process which covers nearly six months concluding with adoption in June. The two Proposed FY 2022-23 Budgets were reviewed and discussed at a City Council workshop held on May 9 and the City Council did not request any adjustments. Therefore, the amounts recommended for adoption are unchanged from the Proposed FY 2022-23 Budgets discussed at the workshop.

DISCUSSION

Financial uncertainties brought on by the pandemic have made budget preparation challenging the last few years, especially in developing reliable revenue estimates. Despite these ongoing uncertainties and new inflationary concerns, Cypress is in an improved financial position when compared to last year due to higher than expected tax revenues and the availability of $11.7 million of one-time American Rescue Plan Act allocations.

Cypress will continue to respond to, and recover from, economic uncertainties the same way we have with previous challenges - in a strategic, prudent and thoughtful manner which balances long-term financial health with the needs of the community. Cypress remains in a strong financial position in large part due to its legacy of fiscally responsible leadership and management and it remains imperative we continue to adhere to these principals as we move forward.

City Budget

The recommended Budget represents a balanced spending plan (through the use of reserves in the City's General Fund) for the delivery of services and programs to Cypress residents and businesses which provides funding for the City Council's Strategic Plan goals and objectives. Budgetary control is at the fund level as shown in the attachment to the resolution. A summary of the City's FY 2022-23 recommended Budget follows:

Operating Expenditures	$38,317,871
Capital Projects	8,020,000
Capital Outlay	131,390
Total Expenditures	$46,469,261

Projected revenues total $44,800,279 with accumulated fund balance reserves of $750,000 for General Fund operations, and prior year set-asides for pandemic recovery and capital improvement investment, comprising the difference between overall revenues and expenditures. The recommended Budget is similar to FY 2021-22 and continues to incorporate:

- The City Council's Fiscal Strategies and a Five-Year Forecast for the City's General Fund - these long-term financial planning tools consider the impacts of rising costs and revenue trends. While the financial challenges facing the City appear less severe than last year, they remain significant and have the potential to negatively impact the City's financial condition for years to come. As such, the FY 2022-23 Budget was prepared recognizing both short and long-term restraints.
- The first year of the Seven-Year Capital Improvement Program (CIP) - the CIP provides a long-term investment plan for maintaining and enhancing infrastructure and facilities. Proposed CIP spending is up from FY 2021-22 and significant reserves, including amounts approved by the City Council for pandemic recovery, are accumulated and available for future capital needs.
- Decision Packages - the Decision Packages organize and describe significant changes in the recommended Budget. The Decision Packages consolidate financial information, present justifications for each recommendation, and summarize the community and financial impacts. The City Council can approve, deny, change or add individual decision packages so long as the Budget remains balanced.

Recreation and Park District Budget

The recommended District Budget represents a balanced spending plan for the delivery of recreation and park services and programs. Budget control is at the fund level as shown in the attachment to the resolution for the District. A summary of the District's FY 2022-23 recommended Budget follows:

Operating Budget	$5,915,796
Capital Projects	$2,215,000
Capital Outlay	$10,000
Total Expenditures	$8,140,796

Revenues total $7,760,673 and the recommended Budget is balanced and uses accumulated reserves for capital project investment. The FY 2022-23 capital projects budget includes nine projects at various parks. Providing ongoing funding to replace and/or improve aging park facilities is among the biggest challenges facing the District as its annual revenues are mostly consumed by operations and only provides cash flow for minor capital costs.

The Budget Message provides additional information on the recommended Budget, including discussions on economic concerns impacting Cypress' long-term fiscal health, as well as summarizing the Decision Packages. After adoption, the Budget will be available on the City's website and at City Hall.

BUDGET IMPACT

Adopting the recommended FY 2022-23 Budgets appropriates $46,469,261 for the City and $8,140,796 for the District.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - FY 2022-23 Budget Adoption (City)
Attachment A - FY 2022-23 Budget Adoption Resolution (City)
Resolution - FY 2022-23 Budget Adoption (CRPD)
Attachment A - FY 2022-23 Budget Adoption Resolution (CRPD)
FY 2022-23 Budget Message

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND FIXING THE LIMITATIONS OF EXPENDITURES FOR THE SEVERAL FUNDS AND THE FUNCTIONS, DEPARTMENTS, AND ACTIVITIES CARRIED ON UNDER SUCH FUNDS.

WHEREAS, the City Manager has heretofore prepared and submitted to this Council a proposed Budget for expenditures for the fiscal year commencing July 1, 2022, pursuant to law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CYPRESS:

The proposed Budget, as attached (Attachment A), for expenditures duly submitted and considered as herein before stated, is hereby approved, adopted and fixed as the annual budget of the City of Cypress for the fiscal year commencing July 1, 2022 and ending June 30, 2023, in the amounts and for the funds, purposes, functions, departments and activities as hereinafter set forth; and

That said adopted Budget, including said supplemental revisions and amendments, shall be duly authenticated by the Clerk of the Council and the same shall be placed in the official files of the Office of the Clerk of the City Council; and

That the City Manager is hereby authorized to transfer monies as determined necessary to the competent operation and control of the City business; except that no such transfer shall be made in contravention to the State law or other City ordinance.

PASSED AND ADOPTED by the City Council of the City of Cypress, ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 13th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June, 2022, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

Attachment A

CITY OF CYPRESS

SUMMARY OF RESOURCES AND APPROPRIATIONS BY FUND

Fiscal Year 2022-23

		REVENUES/SOURCES		EXPENDITURES/USES				
FUND	BEG. FUND BALANCE	PROPOSED REVENUE	FUND TRSFR-IN	OPERATING BUDGET	CAPITAL BUDGET	FUND TRSFR-OUT	OTHER*	END. FUND BALANCE
111 General Fund Operations	$ 1,060,000	$ 36,265,857	$ 1,040,876	$ 35,449,185	$ -	$ 2,853,390	$ 974,716	$ 1,038,874
111 General Fund Reserves	28,316,055	-	-	-	-	-	(974,716)	27,341,339
114 General Fund Grants	-	259,500	6,550	266,050	-	-	-	-
115 Pandemic Resp & Recov	-	6,277	-	-	-	6,277	-	-
221 Traffic Safety	-	100,000	-	-	-	100,000	-	-
231 Spec Gas Tax 2105	-	313,115	-	-	-	313,115	-	-
232 Special Gas Tax 2106	661,488	195,598	-	-	-	350,000	-	507,086
233 Special Gas Tax 2107	-	433,765	-	-	-	433,765	-	-
234 Traffic Mitigation Assmt	427,388	500	150,000	-	250,000	-	-	327,888
235 Regional Traffic Fee	405,683	500	-	-	-	-	-	406,183
236 Measure M2 Sales Tax	1,161,171	1,282,042	-	-	550,000	535,000	-	1,358,213
238 Special Gas Tax 2103	1,416,137	479,981	-	-	-	500,000	-	1,396,118
239 Road Maint and Rehab	707,438	1,106,748	310,000	-	1,750,000	-	-	374,186
251 Lighting Dist No 2	4,962,187	1,496,180	-	1,160,914	930,000	174,137	-	4,193,316
261 Storm Drain Fund	1,118,060	352,500	250,000	634,195	-	-	-	1,086,365
262 Plan Local Drain Fac	994,749	6,000	-	-	-	-	-	1,000,749
271 Corp Ctr Maint Dist #1	165,829	93,270	-	74,792	-	13,582	-	170,725
281-83 Narc Asset Seizure	1,029,676	10,550	-	61,516	-	74,550	-	904,160
291 Cable TV PEG	697,625	77,500	-	-	-	35,000	-	740,125
301 Supp Law Enforcement	-	130,351	-	130,351	-	-	-	-
311 AB 2766	-	63,000	-	-	-	63,000	-	-
321 Sewer Fund	6,084,627	1,870,465	-	478,094	285,000	-	-	7,191,998
415 Capital Projects	16,665,437	-	4,480,000	-	4,255,000	-	-	16,890,437
416 Infrastructure Reserve	71,983,167	250,000	801,918	-	-	1,380,000	-	71,655,085
471 Low and Mod Hsg Assets	78,362	6,580	-	62,774	-	-	-	22,168
TOTAL	**$ 137,935,079**	**$ 44,800,279**	**$ 7,039,344**	**$ 38,317,871**	**$ 8,020,000**	**$ 6,831,816**	**$ -**	**$ 136,605,015**

* Denotes increase/(decrease) of committed/assigned/nonspendable fund balances anticipated during the fiscal year which include the following:

- Accumulated General Fund reserves used for operations in FY 2021-22: $750,000 Budget Stabilization Reserve
- Appropriate $199,716 of accumulated one-time Pandemic Recovery amounts to pay for the newly created Business Development Manager position
- Appropriate $625,000 of accumulated one-time Pandemic Recovery amounts for capital projects
- Allocate $600,000 of FY 2022-23 resources to maintain the General Fund Reserve for Economic Uncertainty at 25% of operating expenditures per the City's Fiscal Strategies

Note: Fund Transfers In and Fund Transfers Out do not equal in the above schedule due to the following:

Transfer-out of $21,840 is made from the General Fund to the Equipment Replacement Internal Service Fund for Capital Outlay.
Transfer-out of $35,000 is made from the Cable TV PEG Fund to the Equipment Replacement Internal Service Fund for Capital Outlay.
Transfer-out of $74,550 is made from the Narcotics Asset Seizure Fund to the Equipment Replacement Internal Service Fund for Capital Outlay.
Transfer-out of $63,000 is made from the AB 2766 Trip Reduction Fund to reimburse the Equipment Replacement Internal Service Fund for a prior year Capital Outlay purchase.
Transfer-in of $401,918 is made from the Cypress Recreation and Park District General Fund to the City Infrastructure Reserve Fund for the reimbursement of capital projects previously funded with Redevelopment Agency monies that were borrowed from the City.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS THE EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, APPROVING THE DISTRICT'S ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND FIXING THE LIMITATIONS OF EXPENDITURES FOR THE FUNDS AND ACTIVITIES CARRIED ON UNDER SUCH FUNDS.

WHEREAS, the City Manager has heretofore prepared and submitted to this Council a proposed Budget for Cypress Recreation and Park District expenditures for the fiscal year commencing July 1, 2022, pursuant to law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS THE EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT:

The proposed Budget, as attached (Attachment A), for expenditures duly submitted and considered as herein before stated, is hereby approved, adopted and fixed as the annual budget of the Cypress Recreation and Park District for the fiscal year commencing July 1, 2022 and ending June 30, 2023, in the amounts and for the funds and activities as hereinafter set forth; and

That said adopted Budget, including said supplemental revisions and amendments, shall be duly authenticated by the Clerk of the Council and the same shall be placed in the official files of the Office of the Clerk of the City Council; and

That the City Manager is hereby authorized to transfer monies as determined necessary to the competent operation and control of the District business; except that no such transfer shall be made in contravention to the State law or other City ordinance.

PASSED AND ADOPTED by the City Council of the City of Cypress, ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 13th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June, 2022, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

Attachment A

CYPRESS RECREATION AND PARK DISTRICT

SUMMARY OF RESOURCES AND APPROPRIATIONS BY FUND

Fiscal Year 2022-23

		REVENUES/ SOURCES	EXPENDITURES/USES			
FUND	BEG. FUND BALANCE	PROPOSED REVENUE	OPERATING BUDGET	CAPITAL BUDGET	FUND TSFR-OUT	END. FUND BALANCE
212 - General Fund	$ 9,842,473	$ 7,760,573	$ 5,915,796	$ 2,215,000	$ 561,918	$ 8,910,332
213 - Park Development	153,129	100	-	-	-	153,229
TOTAL	$ 9,995,602	$ 7,760,673	$ 5,915,796	$ 2,215,000	$ 561,918	$ 9,063,561

Note: Fund Transfers In and Fund Transfers Out do not equal in the above schedule due to the following:

Transfer-out of $401,918 is made from the CRPD General Fund to the City of Cypress Infrastructure Reserve Fund for the reimbursement of capital projects previously funded with Redevelopment Agency monies loaned from the City.

Transfer-out of $10,000 is made from the CRPD General Fund to the District's Equipment Replacement Fund for the purchase of capital outlay.

Transfer-out of $150,000 is made from the CRPD General Fund to the District's Employee Benefits Internal Service Fund for Orange County Employees Retirement System (OCERS) pension obligations.

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

June 13, 2022

Honorable Mayor and Members of the City Council:

I am pleased to present the City of Cypress' Fiscal Year (FY) 2022-23 Budget and Capital Improvement Program (CIP). It represents a prudent, practical spending plan consistent with Cypress' legacy of conservative and award-winning financial management.

The City's long-term financial position remains remarkably strong and benefits from the $11.7 million Coronavirus State and Local Fiscal Recovery Funds windfall through the American Rescue Plan Act (ARPA). The FY 2022-23 Budget is effectively balanced, but dogged by a modest, stubborn structural deficit that limits the City's options to absorb cost increases or enhance community service levels.

As has been the case for several years, the structural deficit is a function of the City Council's laudable $1.55 million annual contribution toward capital and infrastructure projects from General Fund operating revenues. The deficit is resolved by drawing on the Budget Stabilization Reserve, which was established to bridge small budget deficits that are anticipated to rectify through operational efficiencies and prior fiscal year end savings.

While the City has proficiently addressed small budget deficits for several years, Cypress must remain financially vigilant. In particular, City operations are heavily dependent on Sales Tax – a volatile revenue source that is not generated evenly throughout the business community. Rather, Cypress relies on a handful of businesses for the majority of its Sales Tax, which means a disruption to any of these major producers could jeopardize City operations. To mitigate the risk the City faces from its reliance on Sales Tax, the Fiscal Strategies that accompany the Budget include a new practice to guide Sales Tax estimating and budgeting.

The discipline and foresight to preserve the General Fund's commitment of annual operating revenue for capital and infrastructure investment; creation of the Budget Stabilization Reserve; and the evolution of prudent Fiscal Strategies are hallmarks of Cypress' financial management practices. These traits served the City well as it developed from agricultural uses to modern business parks and housing, and they continue to guide the City Council and city management.

Our financial management practices are also a justifiable source of community pride and industry leadership. Cypress is the only city to be recognized twice by former State

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

Senator (and Certified Public Accountant) John Moorlach for having the strongest unrestricted net (fiscal) position of Orange County's 34 cities. Earlier this year, the Government Finance Officers Association honored the City multiple times, including the prestigious Distinguished Budget Presentation award along with special recognition for our performance measurement program.

After two tumultuous Budgets, FY 2022-23 finds the City's short-term financial condition largely untroubled by the pandemic, but facing a variety of inflation-related challenges.

The Pandemic

Thanks to prudent, but difficult decisions made over the last decade, the City's financial condition was especially strong entering the pandemic. The City Council wisely used reserves built-up over decades to protect and serve the community throughout the public health emergency. These efforts position the City and the community for a robust recovery.

The best illustration of the unique opportunities the City's financial strength affords the community is the City Council's strategy for Cypress' $11.7 million ARPA allocation. In January, the City Council allocated the ARPA moneys to replace General Fund revenue declines and approved the Pandemic Recovery Plan to safeguard and advance the community's long-term interests.

Over the next several years, the Pandemic Recovery Plan will invest approximately $14 million to achieve City Council Strategic Plan goals and ARPA's intent of assisting local governments' recovery from the effects of the pandemic. Notably, the Pandemic Recovery Plan projects focus on enhancing the community rather than backfilling a program or project.

PANDEMIC RECOVERY PLAN SUMMARY	
Program/Project	**Amount**
Recover General Fund Pandemic Spending for:	
Future Infrastructure and Facilities	$1,200,000
Investment in Pension Trust	1,200,000
Maintain Infrastructure and Facilities:	
Reclaimed Water Service to Arnold Cypress Park	4,500,000
Private Arterial Wall Rehabilitation	1,800,000
Electric Vehicle Charging Stations at City Facilities	500,000
Maintenance Yard Privacy Screening	350,000
Bicycle Master Plan	100,000
Myra Avenue Pump Station No. 1 Assessment	75,000

Maintain High-Quality and High-Value Services for Community:	
Additional Non-Profit Support	500,000
One-Time Employee Premium Pay	300,000
Information Technology Upgrades	65,000
Support for Low Income Households - Solid Waste Collection	50,000
Promote Economic Activity:	
Additional Business Recovery and Support	1,000,000
Economic Development Program Staffing (Five Years)	1,000,000
Drought Response Incentive Program	500,000
Business Parks Specific Plans Modernization	200,000
Welcome Back Special Event for Business Parks	25,000
Enhance and Maintain Public Safety:	
Emergency Vehicle Traffic Signal Preemption	500,000
Update City Continuity Plan	50,000
Total	**$13,915,000**

Inflation and Risk of Recession

As public health experts report the nation is out of the pandemic phase of COVID-19, the *certainty of uncertainty* accompanies our return to normalcy. In particular, the FY 2022-23 Budget was developed while inflation skyrocketed to 40-year highs. The Consumer Price Index (CPI) rose 8.5% for the year ended in March – the last time inflation increased this much in 12 months was December 1981, when the CPI stood at 8.9%.

Runaway inflation will challenge the City across the board:

- The cost to provide municipal services will increase. Everything from supplies, to gasoline, to service contracts will cost more in FY 2022-23. In many cases, the Budget includes an inflation allowance, but costs are rising so quickly these allowances may be insufficient or may be needed more broadly than predicted.

- The cost of capital projects will go up. Led by the Public Works department, the City will evaluate all but critical CIP projects to determine if the community is best served by delaying a project for a few years. Annual projects, like residential street resurfacing, may see their scope of work reduced compared to prior years. Fortunately, Cypress' strong financial management practices enable the City to avoid higher borrowing costs by continuing to fund CIP projects on a pay-as-you basis.

- There will be pressure to increase employee compensation as the City works to retain and attract employees in a tight labor market. While some City revenues will

increase due to inflation, those increases cannot keep pace with historically large CPI increases, which also limit the City's ability to preserve employee wages relative to the cost of living.

- Employer pension costs are likely to increase as CalPERS navigates soaring interest rates, international crises, and rising employee wages. To ensure Cypress continues to manage its pension liabilities responsibly, the Finance and Administrative Services department will review options to enhance/expand the City's pension trust and pension liability mitigation strategy.

Since the proposed FY 2022-23 Budget was initially presented to the City Council, the potential for a recession in the next 24 months appears to have increased significantly. California State University, Fullerton's recent midyear economic forecast presented a decidedly grim outlook, "The confluence of an escalating war, rapid rate hikes, unprecedented labor shortages, persistent supply disruptions, higher energy costs, a multi-decade spike in inflation and continued flare-ups in a once-in-a-century pandemic are bound to dim even the most Pollyannaish outlook." Many economists peg the risk of a recession in 2022 around 30% and see the risk growing in 2023 when the cumulative Federal Reserve rate hikes used to attack inflation further weigh on mortgage payments and monthly payments.

While Cypress is exceedingly well prepared to weather a typical recession/business cycle, the risk of recession must be a consideration in the City's planning and operational decisions throughout FY 2022-23.

BUDGET OVERVIEW

The FY 2022-23 Budget draws on reserves – and is precisely the reason the City prioritizes funding and maintaining its reserves: *to protect the community by ensuring the City retains the capacity to provide vital municipal services without interruption.* Without sufficient reserves during periods of economic uncertainty, the City Council would have limited options to balance the Budget and maintain service levels.

The combined Operating and Capital Budgets are $46.5 million, an increase of 9.9% from FY 2021-22, and are balanced.

The Operating Budget (all Funds) represents $38.3 million (82%) of the Budget, while capital improvement investments total $8.0 million (17%) and capital outlay makes up under 1% of expenditures.

The City is largely a service provider and over two-thirds of the Operating Budget are personnel costs, with the majority of that spending in the Police department.

Projected FY 2022-23 revenues are $44.8 million, an increase of 7.5% from FY 2021-22. While General Fund revenues exceed operating expenditures, the use of accumulated

reserves to support capital investments balances the Budget. Overall, the $1.3 million fund balance decline for all City funds is largely the result of the use of accumulated moneys (including one-time Pandemic Recovery Plan amounts) for capital improvement program investments.

Budget Summary (Millions)	*Operating Budget*	*Capital Budget*	*Total*
Revenues	$ 39.8	$ 5.0	$ 44.8
Other Net Sources		$ 0.4	0.4
Expenditures	(38.3)	(8.2)	(46.5)
Transfer for Capital	(1.6)	1.6	-
Surplus/(Deficit)	$ (0.1)	$ (1.2)	$ (1.3)

Key assumptions used to develop the Budget include:

- Reflects established City Council priorities and incorporates Fiscal Strategies
- Sales Tax revenue grows
- $825,000 of Pandemic Recovery Plan set-asides fund one-time projects
- Current service levels are maintained
- CalPERS pension costs increase
- City Council established reserves are maintained
- $1.55 million is contributed for current year capital projects
- Negotiated and anticipated employee salary and benefit increases are incorporated

General Fund Overview

The General Fund, the City's largest fund and the one over which the City Council has the most discretion, is balanced with a projected drawdown of reserves.

General Fund Budget Summary (Millions)	*2022-23 Proposed*
Revenues	$ 36.3
Transfers In	1.0
Expenditures	(35.4)
Capital Projects	(2.2)
Transfers Out	(0.7)
Decrease to Fund Balance	$ (1.0)

General Fund Revenues

FY 2022-23 General Fund revenues are projected to increase $2,574,017 (7.6%) from the prior year and do not include any tax increases.

Revenue Category	*2021-22 Adopted*	*2021-22 Estimated*	*2022-23 Proposed*	*% Change*
Property Taxes	$11,711,000	$11,736,016	$ 11,964,000	2.2%
Sales Tax	11,255,000	11,755,000	12,405,000	10.2%
Transient Occupancy Tax	1,900,000	2,500,000	2,650,000	39.5%
Franchise Tax	1,705,000	1,810,912	1,807,500	6.0%
Other Taxes	1,996,200	2,275,000	2,170,000	8.7%
Park District Reimb	2,107,660	1,926,383	2,453,312	16.4%
Other Service Charges	988,641	1,378,731	1,083,127	9.6%
Licenses & Permits	808,890	1,139,350	883,070	9.2%
Other Revenues	1,219,449	1,169,343	849,848	-30.3%
Totals	$33,691,840	$35,690,735	$ 36,265,857	7.6%

The impacts of the post-pandemic recovery and inflation are constantly evolving, which makes projecting revenues difficult. Accordingly, revenue projections are conservative, but realistic. The projections reflect our best efforts based on what we currently know and account for the most up-to-date information available from the City's Sales Tax consultant, Property Tax consultant, Cal Cities, the State Department of Finance, year-to-date receipts, and regional economic forecasts.

Sales Tax is the largest revenue source ($12.4 million) and can be volatile during periods of economic uncertainty. The most recent forecasts indicate significant Sales Tax growth in FY 2022-23. While this is positive news, it is important City operations do not become overly reliant on Sales Tax as it has the capacity to decline rapidly from one year to the next. As such, new Sales Tax revenue calculation guidance has been developed and incorporated into the Fiscal Strategies. The practice uses a four-year average to guide Sales Tax revenues budgeted to support operations. Sales Tax receipts projected to exceed the for-year average are available for one-time expenditure. For FY 2022-23, the Sales Tax baseline is $12 million and the Budget includes $400,000 for one-time purposes.

Cypress' second largest revenue source, Property Tax ($12.0 million), is projected to increase $253,000 (2.2%) from the FY 2021-22 Budget. Proposition 13 limits the increase in the assessed value of property. While Proposition 13's limits on assessed value increases protect homeowners, over time it has prevented Property Tax revenue from keeping pace with operating costs.

Prior to the pandemic, Cypress' revenues were healthy and benefiting from the long post-Great Recession expansion. As we shift into pandemic recovery, it is imperative we remain diligent stewards of the community's resources and that we confront new financial challenges and work to diversify our revenue base and contain costs.

General Fund Expenditures

FY 2022-23 expenditures are $35.4 million, an increase of $2.3 million (7.1%) from FY 2021-22.

Expenditure Category	*2021-22 Adopted*	*2021-22 Estimated*	*2022-23 Proposed*	*% Change*
Personnel	$21,794,688	$19,491,074	$ 23,312,663	7.0%
Maintenance & Operations	7,505,416	8,882,883	8,277,202	10.3%
Internal Service Charges	3,810,570	3,810,570	3,859,320	1.3%
Totals	$33,110,674	$32,184,527	$ 35,449,185	7.1%

The personnel expenditure increases are largely due to higher required pension payments, a new position, two reclassifications, and negotiated/anticipated compensation adjustments for employees. Maintenance and operation increases result from several factors, including Decision Packages. Details about each Decision Package are summarized in the following table.

#	*Subject*	*Fund(s)*	*One-Tme Cost (Savings)*	*Ongoing Cost (Savings)*
ADM 1	2022 General Municpal Election	General	$ 161,200	$ -
ADM 2	State of the City	General	-	23,000
ADM 3	Citizens Academy	General		10,000
ADM 4	City Council and City Management Team Building	General	25,000	-
ADM 5	2022 Get Out the Vote Initiative	General	15,000	-
Planning 1	Funding for Business Development Manager	General	-	199,716
Planning 2	Housing Element Implementation	General	400,000	-
FIN 1	Reestablish Human Resources Manager	General	-	30,000
PW 1	Reclassification to Senior Management Analyst (Public Works)	General	-	23,500
		Total All Funds	$ 601,200	$ 286,216

Capital Improvement Program (CIP) Highlights

The CIP is the City's long-term plan for investing in facilities and infrastructure. It is a key component of the Budget and of vital importance to the community. The CIP balances new projects, replacement of aged infrastructure, and life-extending maintenance.

Comprised of projects that often span multiple years and draw on many different funding sources, the FY 2022-23 CIP invests $8 million. The CIP also includes Recreation and Park District projects of $2.2 million, which are highlighted as part of the presentation of the District's Budget.

Project Type	*2022-23 Proposed*
Street Projects	$ 3,490,000
Traffic Signal/Lighting Projects	1,290,000
Storm Drain Projects	100,000
Sewer Projects	285,000
Parkway Projects	775,000
Public Facility Projects	2,030,000
Other Projects	50,000
Totals	$ 8,020,000

Fund Balances and Reserves

The Budget reflects the City Council's policy of fully funding capital outlay replacements and employee benefit and self-insurance liabilities. All liabilities (with the exception of the CalPERS pension and retiree medical liabilities) are fully-funded and the Internal Service Funds have sufficient cash to pay all the required annual contributions for pensions and retiree medical costs. The City Council has established a Pension Trust to help offset unfunded CalPERS pension liabilities, with a portion of any General Fund budget surplus committed to additional trust investments.

Importantly, the Budget conforms to City Council policies requiring a 25% General Fund Contingency Reserve of $8.9 million and a 30% CIP Fund Cash-Flow Emergency Reserve of $10.6 million. Neither of these reserves is expected to be utilized in FY 2022-23.

CYPRESS RECREATION AND PARK DISTRICT

The Budget includes the Recreation and Park District (District), which is a distinct legal entity from the City although the City Council serves as the District's Board of Directors. The City supports the District through fee-based general management; finance; human resources; information technology; and maintenance services.

District Revenues

District revenues are budgeted at $7.8 million, an increase of $264,000 (3.5%) from FY 2021-22. The higher revenues are attributed to Property Tax growth and a one-time Proposition 68 (State Park Bond) grant for capital improvements.

The District receives the majority of its recurring revenue (over 80%) from Property Tax, with fees for service (classes and facility rentals) rounding out its major revenues. The District's dedicated Property Tax revenue remains a double-edged sword. It provides a stable income stream with which the District delivers a high level of recreation services. However, under Proposition 13 Property Tax revenue growth tends to be less than inflation and the longer-term growth rate of employee compensation due to pension costs and minimum wage increases. Fortunately, in times of economic uncertainty, Property Tax provides a reliable revenue stream and the District's short-term financial health remains strong.

Revenue Category	*2021-22 Adopted*	*2021-22 Estimated*	*2022-23 Proposed*	*% Change*
Property Taxes	$ 6,192,000	$ 6,105,000	$ 6,218,000	0.4%
Interest & Rents	370,410	188,873	371,100	0.2%
From Other Agencies	72,000	46,882	497,681	591.2%
Services Charges	862,255	496,499	673,892	-21.8%
Park Development Fees	-	5,667,671	-	n/a
Other Revenue	-	4,417	-	n/a
Totals	$ 7,496,665	$12,509,342	$ 7,760,673	3.5%

District Personnel costs represent more than 50% of operating costs when accounting for reimbursements to the City for maintenance services. With its primary revenue source unlikely to keep pace with inflationary expenditure growth in the coming years, the District must continue to take measures to ensure its long-term fiscal sustainability. In addition to regularly updating fees, the District must optimize operations; leverage revenue generating assets; and add non-Property Tax revenues (particularly through the pursuit of grants and sponsorships).

Strengthening its financial condition is particularly important as many of the District's facilities are nearing major rehabilitation/replacement age and the District needs to fund those improvements. Current revenues are sufficient to pay for operations and some capital projects, but are insufficient to provide for major rehabilitation costs associated with the District's aging facilities and infrastructure.

District Expenditures

The District Budget is $8.1 million, a $1.2 million (12.7%) decrease from FY 2021-22, which is due primarily to fewer large-scale capital projects. Personnel costs increase 1.0%, reflecting the ongoing impact of minimum wage increases, higher pension costs

and negotiated salary increases, offset by turnover which has resulted in several new full-time employees with lower annual costs than their predecessors.

Maintenance and operations expenditures have also increased as contract service costs reflect the ongoing impact of minimum wage increases and a full year of Lexington Park operations. The nine-acre park offering two athletic fields, playground and exercise equipment, picnic pavilions and a walking path opened to the public in March 2022.

Expenditure Category	*2021-22 Adopted*	*2021-22 Estimated*	*2022-23 Proposed*	*% Change*
Personnel	$ 2,367,739	$ 1,882,799	$ 2,392,584	1.0%
Maintenance & Operations	3,003,809	2,481,433	3,235,682	7.7%
Internal Service Charges	238,920	238,610	287,530	20.3%
Capital Projects	3,612,500	11,507,067	2,215,000	-38.7%
Capital Outlay	105,718	105,477	10,000	-90.5%
Totals	$ 9,328,686	$16,215,386	$ 8,140,796	-12.7%

District Capital Improvement Projects

The District has set aside some funds to address its significant capital needs. Future capital projects will be prioritized based on the facilities inventory and condition assessment and the availability of resources. The FY 2022-23 CIP projects are summarized and discussed in the FY 2022-23 Budget.

CONCLUSION

The FY 2022-23 Budget funds a strong municipal corporation with a remarkable ability to adapt and serve Cypress. As we turn our attention to a new set of challenges, I am enormously proud of what Team Cypress has accomplished over the past two years.

The City Council's long-standing practice of strategically investing limited resources has Cypress well prepared for whatever lies over the horizon – assuming we continue our constrained approach to municipal operations and focus on core services.

The FY 2022-23 Budget embodies the City Council's dedication to careful and transparent financial management. This commitment, which spans generations of Cypress City Councils, is the most important way we sustain the community's success, political stability, skilled leadership, and partnership with our employees.

I would like to express my appreciation to our department Directors for their efforts to deliver quality services to our community and to keep the organization connected, engaged and operating at a high level throughout the pandemic.

It is a tremendous honor to serve as Cypress' City Manager and I am certain in the assessment that Cypress enters FY 2022-23 on solid financial footing and able to serve our wonderful community.



Peter Grant
City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **20.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/13/2022

SUBJECT: **Adopt the Seven-Year (FY 2022-23 to FY 2028-29) Capital Improvement Program**

RECOMMENDATION

1. Determine the Capital Improvement Program is consistent with the General Plan; and

2. Adopt a Resolution approving the Seven-Year CIP for FY 2022-23 to FY 2028-29.

SUMMARY

The seven-year Capital Improvement Program (CIP) proposes 36 projects, invests $10.2 million in capital improvements in the first year and contemplates $108.2 million for the seven-year period. Public Works has determined the proposed CIP is consistent with the goals and policies of the General Plan.

DISCUSSION

The CIP serves as a comprehensive plan for FY 2022-23 and the six years thereafter, and is of vital importance to the community.

With investments of $10.2 million in FY 2022-23, the CIP includes the evaluation of two stormwater pump stations, landscape improvements along the Cerritos Avenue frontage road, the installation of electric vehicle charging stations at City facilities, accessibility upgrades to the City Hall restrooms, replacement of the Community Center roof, and sport court improvements at Veterans Park.

The CIP document includes individual project information sheets with descriptions and funding sources. City Council received the proposed CIP at its May 9 workshop, provided comments and made no changes. The proposed FY 2022-23 CIP is consistent with the goals and policies of the Circulation and Safety Elements of the General Plan. The proposed CIP is available for review on the City's website.

BUDGET IMPACT

The first year of the CIP is incorporated into the FY 2022-23 Proposed Budget being considered for adoption on June 13, 2022.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

7-Year CIP

Resolution

7-YEAR CAPITAL
IMPROVEMENT PROGRAM

CITY OF CYPRESS



FISCAL YEARS
2022-23 to 2028-29

Table of Contents

Introduction 3
Figure 1: Map of FY 2022-23 Capital Projects 7
Capital Improvement Program Expenditures 8
Figure 2: Summary of Capital Projects 9
Figure 2a: Summary of Recreation and Parks District Capital Projects 10
Figure 3: Projects by Type (7-Year Summary) 11
Figure 4: Projects by Type (7-Year) 12
Figure 5: Funding Sources (7-Year Summary) 15
Figure 6: Projects by Funding Sources (7-Year) 17
Street Projects (Program 80100) 20
Traffic Projects (Program 80200) 23
Storm Drain Projects (Program 80300) 24
Sewer Projects (Program 80400) 25
Parkway Projects (Program 80500) 26
Public Facility Projects (Program 80600) 27
Park Projects (Program 80700) 28
Appendix A: Fiscal Year 2022-29 Project Detail Sheets .....
Appendix B: Traffic Fee Expenditures .....

Introduction

The City of Cypress has developed a Capital Improvement Program (CIP) to plan for infrastructure improvements for the next seven years. The document is a planning tool to ensure that the City's infrastructure needs are addressed and the City can plan for major expenditures. One of the City's Strategic Plan Goals is to "Maintain and Enhance Infrastructure and Facilities," and the CIP is the City Council's primary effort to accomplish the goal.

DEFINITION OF CAPITAL PROJECT

The City Charter defines Capital Improvements as an improvement with an estimated cost in excess of $10,000 and a probable life in excess of ten years, or such other improvement as may be specified by the Council. Projects that are appropriate for the CIP are placed in seven categories or types:

- Streets
- Traffic Signal
- Storm Drain
- Sewer
- Parkway
- Public Facility
- Parks

FUNDING SOURCES

The following is a summary of major funding sources for capital projects. This does not include any competitive grant funds.

General Fund - This fund accounts for all revenues and expenditures that are not accounted for separately. The revenues consist of general taxes, user charges, certain fines, and investment earnings. The expenditures include police services, public works engineering and maintenance, planning, building safety and administrative services.

Infrastructure Reserve Fund - This fund was established to account for accumulated monies that will be used to fund capital improvement projects funded from the general revenues of the City. This fund provides a reserve to accumulate funds for projects that could not be funded within the fiscal constraints of a single year. The primary funding source for the accumulation of these monies is an annual transfer from the General Fund. Annual transfers out are made to fund specific projects budgeted in the City's CIP fund.

Special Gas Tax Funds: The State Gas Tax equals 18 cents per gallon and cities receive a portion (3.39 cents) based on population under different sections of the streets and Highway Code. A separate fund is established under each section as follows:

> **Section 2103 Revenue Fund** - Under this fund, which was created in FY 2010-11, cities receive an allocation from a new motor vehicle fuel excise tax that replaces the previous allocation from the Proposition 42 sales tax on gasoline. This change is known as the "fuel tax swap of 2010" and revenues are allocated to Cities on a per capita basis. These funds may be used for street construction, improvements and right-of-way maintenance.
>
> **Section 2106 Revenue Fund** - Under this fund, cities receive $400 per month plus a portion rationed by assessed valuation of tangible property by county and then allocated by population. The amount allocated to the cities amounts to 1.04 cents a gallon. These funds must be used for street construction, improvements and right-of-way and funds may be carried over.

Traffic Mitigation Assessment Fund - This fund was established to account for traffic fees assessed to developers. The funds may only be expended for traffic mitigation purposes as defined in the fee resolutions.

Narcotics Asset Seizure Fund - This fund accounts for monies received under Federal and State laws relevant to drug asset seizure. The monies received must be accounted for separately, but are otherwise unrestricted on their use as long as the funds do not supplant the budget. Asset Seizure funds are distributed to the agency under a formula listed in HS 11489.

Measure M Gas Tax Fund - This fund accounts for the City's share of Measure M monies. Measure M is the half cent sales tax for countywide transportation improvements, approved by Orange County voters in November 1990 and extended in November 2006. Based on population ratio, cities receive M2 (formerly local turnback) monies which are equivalent to 14.6% of the net sales tax received by OCTA. Cities must fulfill the maintenance of effort spending and certain administrative requirements, such as a Growth Management Plan, to receive the funds. This money must be used for local street projects as well as ongoing maintenance of local streets and roads.

SB 1 RMRA Fund – Senate Bill 1 created the Road Maintenance and Rehabilitation Account (RMRA), which receives revenues from increased fuel taxes and vehicle registration fees. A portion of the RMRA monies is distributed to cities to pay for road improvements and maintenance.

Sewer Fund - This fund accounts for the maintenance of and improvements made to the City's sewer system. Revenues consist of property taxes and fees on the water bills to all residents and businesses. The monies in this fund are restricted to sewer maintenance and construction costs.

Cypress Recreation and Park District General Fund - The revenues from the Recreation and Park Special District include a portion of the 1% Basic Property Tax, user fees and special funding from other government agencies (including grants, subventions, etc.). The expenses are restricted to recreation and park activities, including park maintenance and recreation programs.

CAPITAL PLANNING PROCESS

The capital planning process is incorporated in the annual budget process. The process of creating and adopting the budget is a multi-step process, which takes approximately six months from start to finish.

January
- Staff reviews current fiscal year projects and determines year-end revenue and expenditure projections
- Annual CIP budget process begins

February
- Solicit project requests from Departments
- Gather project request information from Commissions
- Staff begin drafting CIP worksheets

March and April
- City Manager meets with Engineering staff to review CIP project requests
- Proposed CIP compiled

May
- Present Seven Year CIP to City Council at annual Budget Workshop
- City Council prioritizes proposed projects

June
- City Council considers Seven Year Capital Improvement Program with incorporated changes from Budget Workshop

July
- Start of new Fiscal Year

IMPACT OF CAPITAL PROJECT ON FUTURE OPERATION BUDGET

The City recognizes that capital projects have an impact on the operating budget. The primary impact is the ongoing maintenance and operations requirements that continue after a project

is completed. Each individual project description sheet that follows summarizes the anticipated impact of future operating and maintenance costs.

The approved first-year projects in the CIP are funded in the 2022-23 Budget. Projects planned in the next six years are approved by the City Council in concept only. Ongoing projects included in the Seven-Year CIP are reviewed annually. The CIP is updated annually to address specific needs as they arise, or as the City Council goals and policies change. Projects that are presented in the 7-Year CIP, but are currently unfunded, include:

Project Title	Project Category	Fiscal Year	Estimated Cost
Traffic Signal at Enterprise Drive and Katella Ave.	80200 Traffic Signal	FY 2023-24	$ 700,000

PANDEMIC RECOVERY PLAN

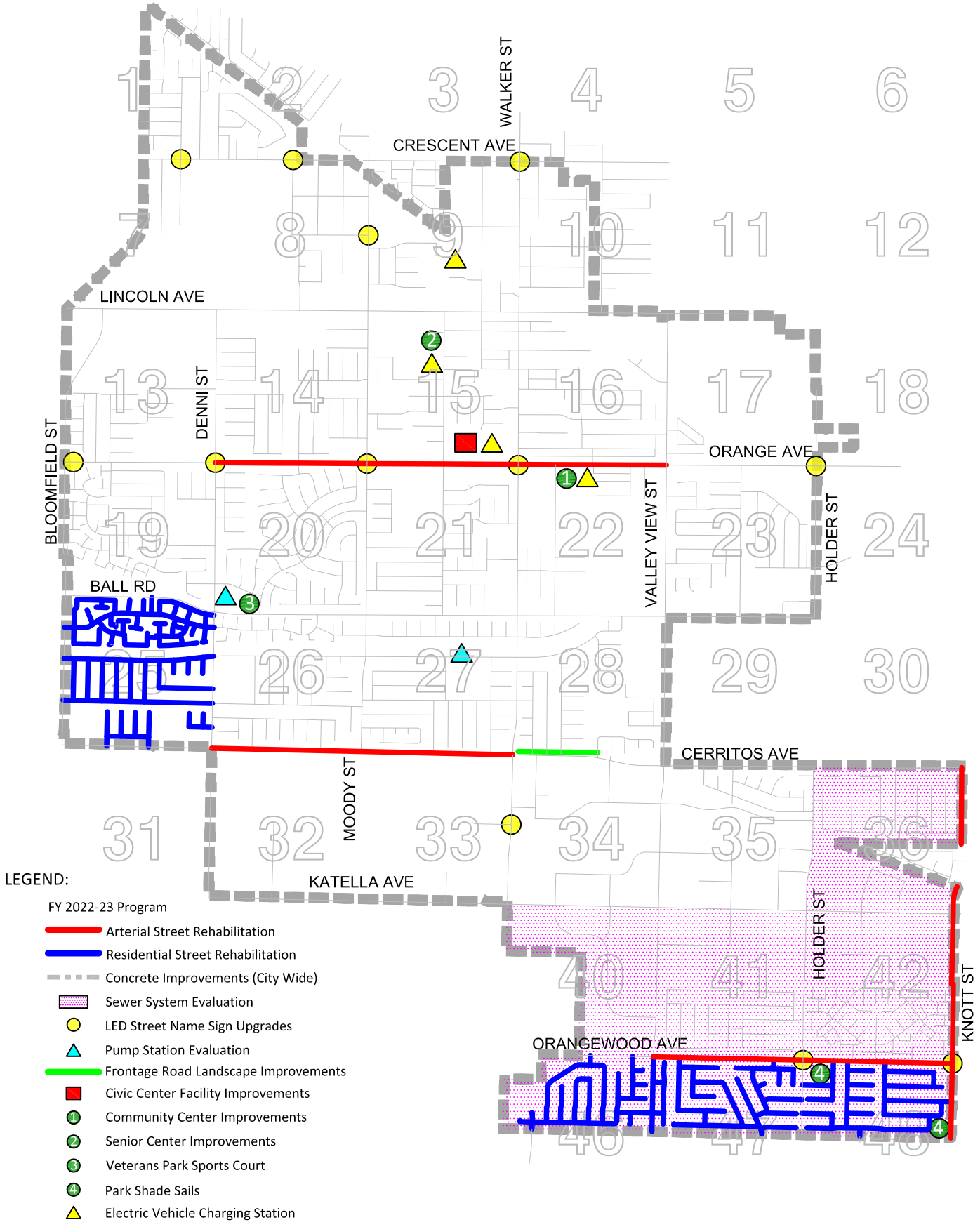
The American Rescue Plan Act (ARPA), a $1.9 trillion emergency stimulus spending bill, became law in March 2021. The City of Cypress will receive a total of $11.7 million. In January, City Council allocated ARPA monies to replace General Fund revenue declines and approved the Pandemic Recovery Plan. Within the 7-Year CIP, the Pandemic Recovery Plan will invest in the following projects:

Project	**Amount**
Vehicle Pre-Emption Device	$ 500,000
Myra Avenue Pump Station No. 1 Evaluation	$ 75,000
Electric Vehicle Charging Stations	$ 500,000
Maintenance Yard Perimeter Improvements	$ 350,000
Reclaimed Water Line	$ 4,500,000
Private Arterial Wall Rehabilitation	$ 1,800,000
Bicycle Master Plan	$ 100,000

INFLATION CHALLENGES

The Fiscal Year 2022-23 Capital Improvement Program was developed while inflation skyrocketed to 40-year highs. Regional building and material costs are outpacing inflation – which will see the cost of capital projects go up. Annual projects such as the residential street resurfacing and concrete rehabilitation projects may see their scope of work reduced compared to prior years, while Public Works will evaluate all but critical CIP projects to determine if the community is best served by delaying a project for a few years.

FY 2022-23
CAPITAL IMPROVEMENT PROGRAM



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Capital Improvement Program Expenditures

The Seven-Year CIP budget includes total project costs, from inception to final construction. During this time, cash flow is forecasted based on predicted expenditures for all active projects.

The following charts break down the Department's allocated expenditures for recommended CIP improvements per the City's various master planning efforts.

Figure 2: Summary of Capital Projects

Figure 2a: Summary of Recreation and Park District Capital Projects

Figure 3: Projects by Type (7-Year Summary)

Figure 4: Projects by Type (7-Year)

Figure 5: Funding Sources (7-Year Summary)

Figure 6: Projects by Funding Sources (7-Year)

CITY OF CYPRESS
SUMMARY OF CAPITAL PROJECTS
Fiscal Year 2022-23

FUND		FUNDING SOURCES: GENERAL	INFRA-STRUCTURE RESERVE	GAS TAX	MEASURE M2	OTHER		TOTAL
	STREET PROJECTS (80100)							
415	Residential Street Resurfacing (8011)	$ 800,000	$ -	$ 500,000	$ -	$ -		$ 1,300,000
236	Arterial Rehabilitation-Orange Ave (8012)				240,000	200,000	(1)	440,000
239	Arterial Street Rehabilitation (8012)	-	-	-	310,000	1,440,000	(2)	1,750,000
	Subtotal	$ 800,000	$ -	$ 500,000	$ 550,000	$ 1,640,000		$ 3,490,000
	SIGNAL/LIGHTING PROJECTS (80200/800)							
251	Illuminated Street Name Sign Upgrades (8081)	$ -	$ -	$ -	$ -	$ 330,000	(3)	$ 330,000
234	Various Traffic Signal/Striping Improvement (802	-	-	-	150,000	100,000	(4)	250,000
251	Upgrade/Install Adaptive Timing Controls (8021)	-	-	-	-	50,000	(3)	50,000
236	Upgrade Traffic Camera Infrastructure (8021)	-	-	-	110,000	-		110,000
251	Upgrade Traffic Software/Components (8021)	-	-	-	-	550,000	(3)	550,000
	Subtotal	$ -	$ -	$ -	$ 260,000	$ 1,030,000		$ 1,290,000
	STORM DRAIN PROJECTS (80300)							
415	Myra Avenue Pump Station No.1 Eval (8031)	$ -	$ -	$ -	$ -	$ 75,000	(5)	$ 75,000
415	Veterans Park Pump Station No.6 Eval (8031)	25,000	-	-	-	-		25,000
	Subtotal	$ 25,000	$ -	$ -	$ -	$ 75,000		$ 100,000
	SEWER PROJECTS (80400)							
321	Sewer System Improvements (8041)	$ -	$ -	$ -	$ -	$ 100,000	(6)	$ 100,000
321	Sewer System Evaluation (8041)	-	-	-	-	185,000	(6)	185,000
	Subtotal	$ -	$ -	$ -	$ -	$ 285,000		$ 285,000
	PARKWAY PROJECTS (80500)							
415	Concrete/Sidewalk Rehabilitation (8051)	$ 250,000	$ -	$ 150,000	$ -	$ -		$ 400,000
415	Frontage Road Landscape Impr (8053)	-	-	200,000	-	-		200,000
415	Irrigation Study/Water Conservation (8053)	-	-	-	75,000	-		75,000
415	Street Tree Planting (8055)	-	100,000	-	-	-		100,000
	Subtotal	$ 250,000	$ 100,000	$ 350,000	$ 75,000	$ -		$ 775,000
	PUBLIC FACILITY PROJECTS (80600)							
415	Electric Vehicle Charging Stations (8061/62/63)	$ -	$ -	$ -	$ -	$ 500,000	(5)	$ 500,000
415	Security Improvements Study (8061/62/63)	-	150,000	-	-	-		150,000
415	Police Dept Gate Replacement (8061)	-	50,000	-	-	-		50,000
415	Police Dept Parking Deck Recoating (8061)	-	40,000	-	-	-		40,000
415	City Hall Bathrooms-Disability Access (8061)	-	190,000	-	-	-		190,000
415	City Hall East Wing Seismic Impr (8061)	-	300,000	-	-	-		300,000
415	City Hall WW Carpet/Flooring (8061)	250,000	-	-	-	-		250,000
415	City Hall WW Furnishings/Workstations (8061)	-	200,000	-	-	-		200,000
415	Council Chamber Security Improvements (8061)	-	200,000	-	-	-		200,000
415	City Hall Security Improvements (8061)	-	150,000	-	-	-		150,000
	Subtotal	$ 250,000	$ 1,280,000	$ -	$ -	$ 500,000		$ 2,030,000
	OTHER PROJECTS (80900)							
415	Reclaimed Water Line Project (8091)	$ -	$ -	$ -	$ -	50,000	(5)	$ 50,000
	Subtotal	$ -	$ -	$ -	$ -	$ 50,000		$ 50,000
	Total Funded CIP Projects	**$ 1,325,000**	**$ 1,380,000**	**$ 850,000**	**$ 885,000**	**$ 3,580,000**		**$ 8,020,000**

Legend:

(1) Pavement Management Relief Funding (PMRF)
(2) State RMRA (SB1)
(3) Street Lighting
(4) Traffic Mitigation
(5) General Fund (One-Time Pandemic Response Spending Plan Monies)
(6) Sewer Fund

CYPRESS RECREATION AND PARK DISTRICT
CAPITAL PROJECTS
Fiscal Year 2022-23

PARKS PROJECTS (80700_8071)	GENERAL FUND
Community Center Roof Replacement	$ 600,000
Veterans Park Sports Court Replace/Improvements	520,000
Senior Center Interior Improvements	500,000
Oak Knoll Park Security Improvements	250,000
Parking Lot Seal Coat	200,000
Park Shade Structure Repairs/Replacements	80,000
Park Playground Surfacing Sealing and Repairs	25,000
Civic Center Green Tree Replacement	20,000
Community Center Bathroom Counter Replacement	20,000
TOTAL NEW CAPITAL PROJECTS	$ 2,215,000

Figure 3: Projects by Type (7-Year Summary)

Category	Number of Projects	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total (7-Year)
80100 STREET PROJECTS	3	$3,490,000	$3,200,000	$3,300,000	$3,300,000	$3,400,000	$3,400,000	$3,500,000	$23,590,000
80200 TRAFFIC SIGNAL PROJECTS	8	$1,290,000	$1,090,000	$850,000	$500,000	$860,000	$910,000	$660,000	$6,160,000
80300 STORM DRAIN PROJECTS	4	$100,000	$0	$1,500,000	$19,900,000	$250,000	$250,000	$250,000	$22,250,000
80400 SEWER PROJECTS	2	$285,000	$285,000	$2,445,000	$295,000	$2,460,000	$3,010,000	$670,000	$9,450,000
80500 PARKWAY PROJECTS	5	$775,000	$600,000	$625,000	$725,000	$650,000	$650,000	$775,000	$4,800,000
80600 PUBLIC FACILITY PROJECTS	20	$2,030,000	$3,075,000	$100,000	$300,000	$300,000	$300,000	$800,000	$6,905,000
80900 OTHER PROJECTS	4	$50,000	$500,000	$4,725,000	$575,000	$550,000	$0	$0	$6,400,000
90000 PARK PROJECTS	22	$2,215,000	$20,370,000	$1,562,500	$1,107,500	$935,000	$1,360,000	$1,077,500	$28,627,500
TOTAL	**68**	**$10,235,000**	**$29,120,000**	**$15,107,500**	**$26,702,500**	**$9,405,000**	**$9,880,000**	**$7,732,500**	**$108,182,500**

Figure 4: **Projects by Type** (7-Year)

Fund Title	Project Title	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total
80100 STREET PROJECTS									
239	Arterial Street Rehabilitation	**$1,750,000**	$1,900,000	$1,950,000	$1,950,000	$2,000,000	$2,000,000	$2,050,000	$13,600,000
236	Orange Ave (Denni to Moody) - OCTA Pavement Relief	**$440,000**	$0	$0	$0	$0	$0	$0	$440,000
415	Residential Street Resurface	**$1,300,000**	$1,300,000	$1,350,000	$1,350,000	$1,400,000	$1,400,000	$1,450,000	$9,550,000
	TOTAL	**$3,490,000**	**$3,200,000**	**$3,300,000**	**$3,300,000**	**$3,400,000**	**$3,400,000**	**$3,500,000**	**$23,590,000**
80200 TRAFFIC SIGNAL PROJECTS									
251	City Street Lights - LED Conversion	**$0**	$200,000	$0	$0	$0	$0	$0	$200,000
251	Illuminated Street Name Sign Upgrades - LED	**$330,000**	$330,000	$0	$0	$0	$0	$0	$660,000
251	Traffic Signal Timing	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000
234	Traffic Signal/Striping Improvements	**$250,000**	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$550,000
236	Upgrade Traffic Monitoring Camera Infrastructure	**$110,000**	$110,000	$0	$0	$110,000	$110,000	$110,000	$550,000
251	Upgrade Traffic System Software and Components	**$550,000**	$200,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,500,000
251	Upgrade/Provide Smart Adaptive Timing Controls	**$50,000**	$100,000	$250,000	$300,000	$300,000	$350,000	$350,000	$1,700,000
251	Vehicle Pre-Emption Device (Pandemic Recovery)	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000
	TOTAL	**$1,290,000**	**$1,090,000**	**$850,000**	**$500,000**	**$860,000**	**$910,000**	**$660,000**	**$6,160,000**
80300 STORM DRAIN PROJECTS									
415	Myra Pump Station No. 1 Eval (Pandemic Recovery)	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000
415	Myra Pump Station No. 1	**$0**	$0	$1,500,000	$18,000,000	$0	$0	$0	$19,500,000
415	Storm Drain Improvements	**$0**	$0	$0	$1,900,000	$250,000	$250,000	$250,000	$2,650,000
415	Veterans Park Pump Station Evaluation	**$25,000**	$0	$0	$0	$0	$0	$0	$25,000
	TOTAL	**$100,000**	**$0**	**$1,500,000**	**$19,900,000**	**$250,000**	**$250,000**	**$250,000**	**$22,250,000**
80400 SEWER PROJECTS									
321	Sewer System Evaluations	**$185,000**	$185,000	$195,000	$195,000	$210,000	$210,000	$220,000	$1,400,000
321	Sewer System Improvements	**$100,000**	$100,000	$2,250,000	$100,000	$2,250,000	$2,800,000	$450,000	$8,050,000
	TOTAL	**$285,000**	**$285,000**	**$2,445,000**	**$295,000**	**$2,460,000**	**$3,010,000**	**$670,000**	**$9,450,000**
80500 PARKWAY PROJECTS									
415	Concrete Rehabilitation (Citywide)	**$400,000**	$400,000	$425,000	$425,000	$450,000	$450,000	$475,000	$3,025,000
415	Street Tree Planting	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
415	Landscape Improvements Along Frontage Roads	**$200,000**	$0	$0	$100,000	$0	$0	$100,000	$400,000
415	Irrigation Study / Water Conservation	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000
415	Water Conservation	**$0**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
	TOTAL	**$775,000**	**$600,000**	**$625,000**	**$725,000**	**$650,000**	**$650,000**	**$775,000**	**$4,800,000**

Figure 4: **Projects by Type** (7-Year)

Fund Title	Project Title	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total
80600 PUBLIC FACILITY PROJECTS									
415	Electric Vehicle Charging Stations (Pandemic Recovery)	**$500,000**	$0	$0	$0	$0	$0	$0	$500,000
415	HVAC Rehabilitation Program	**$0**	$0	$0	$300,000	$50,000	$50,000	$0	$400,000
415	Interior/Exterior LED Lighting	**$0**	$100,000	$100,000	$0	$0	$0	$0	$200,000
415	Maint. Yard Perimeter Improvements (Pandemic Recovery)	**$0**	$0	$0	$0	$0	$0	$350,000	$350,000
415	Police Department Gate Replacement	**$50,000**	$0	$0	$0	$0	$0	$0	$50,000
415	Police Department Parking Deck Recoating	**$40,000**	$0	$0	$0	$0	$0	$0	$40,000
415	City Hall Public Bathrooms - Disability Access	**$190,000**	$0	$0	$0	$0	$0	$0	$190,000
415	City Hall East Wing Seismic Improvements (Design)	**$300,000**	$0	$0	$0	$0	$0	$0	$300,000
415	City Hall East Wing Seismic Improvements (Const)	**$0**	$2,000,000	$0	$0	$0	$0	$0	$2,000,000
415	City Hall and Police Department Roof Recoating	**$0**	$200,000	$0	$0	$0	$0	$0	$200,000
415	City Hall East Wing HVAC Unit Replacement	**$0**	$450,000	$0	$0	$0	$0	$0	$450,000
415	City Hall East Wing Carpet	**$0**	$165,000	$0	$0	$0	$0	$0	$165,000
415	City Hall East Wing Furnishings and Workstations	**$0**	$160,000	$0	$0	$0	$0	$0	$160,000
415	City Hall West Wing and Hallway Carpet/Flooring	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000
415	City Hall West Wing Furnishings and Workstations	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
415	City Hall West Wing HVAC Unit Replacement	**$0**	$0	$0	$0	$0	$0	$450,000	$450,000
415	City Council Chambers Security Improvements	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
415	Civic Center Security Improvements	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000
415	Cameras/Security Systems Evaluation	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000
415	Building Improvements	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000
	TOTAL	**$2,030,000**	**$3,075,000**	**$100,000**	**$300,000**	**$300,000**	**$300,000**	**$800,000**	**$6,905,000**
80900 OTHER PROJECTS									
415	Bicycle Master Plan (Pandemic Recovery)	**$0**	$0	$100,000	$0	$0	$0	$0	$100,000
415	Private Arterial Wall Rehabilitation (Pandemic Recovery)	**$0**	$100,000	$575,000	$575,000	$550,000	$0	$0	$1,800,000
415	Reclaimed Water Line Evaluation (Pandemic Recovery)	**$50,000**	$0	$0	$0	$0	$0	$0	$50,000
415	Reclaimed Water Line Project (Pandemic Recovery)	**$0**	$400,000	$4,050,000	$0	$0	$0	$0	$4,450,000
	TOTAL	**$50,000**	**$500,000**	**$4,725,000**	**$575,000**	**$550,000**	**$0**	**$0**	**$6,400,000**
90000 PARK PROJECTS									
212	Arnold Cypress Park Rehabilitation - Construction	**$0**	$20,000,000	$0	$0	$0	$0	$0	$20,000,000
212	Civic Center Green Tree Replacement	**$20,000**	$20,000	$22,500	$22,500	$25,000	$25,000	$27,500	$162,500
212	Civic Center Tennis Court Resurfacing	**$0**	$0	$0	$0	$0	$100,000	$0	$100,000

Figure 4: **Projects by Type** (7-Year)

Fund Title	Project Title	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total
212	Community Center Bathroom Counter Replacement	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000
212	Community Center Floor Replacement	**$0**	$0	$0	$0	$0	$450,000	$0	$450,000
212	Community Center Roof Replacement	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000
212	Oak Knoll Park Security Improvements	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000
212	Oak Knoll Park Sports Field Lighting Replacement	**$0**	$0	$360,000	$0	$0	$0	$0	$360,000
212	Park Enhancements (City-wide)	**$0**	$0	$0	$0	$0	$300,000	$300,000	$600,000
212	Park Irrigation Master Plan and Improvements	**$0**	$0	$75,000	$500,000	$500,000	$0	$0	$1,075,000
212	Park Playground Equipment Replacement	**$0**	$0	$0	$350,000	$350,000	$350,000	$350,000	$1,400,000
212	Park Playground Surfacing Sealing & Repairs	**$25,000**	$0	$0	$25,000	$25,000	$25,000	$25,000	$125,000
212	Park Restroom - Sewer Repairs	**$0**	$0	$0	$0	$0	$0	$100,000	$100,000
212	Park Restrooms Rehabilitation	**$0**	$0	$0	$0	$0	$0	$250,000	$250,000
212	Park Shade Structure Repairs/Replacement	**$80,000**	$85,000	$45,000	$0	$0	$25,000	$0	$235,000
212	Parking Lot Seal Coat	**$200,000**	$115,000	$160,000	$35,000	$35,000	$35,000	$0	$580,000
415	Parks Interior/Exterior LED Lighting	**$0**	$0	$0	$125,000	$0	$0	$0	$125,000
212	Rosen Acacia Park Access Improvements	**$0**	$0	$200,000	$0	$0	$0	$0	$200,000
212	Sports Field Improvements	**$0**	$50,000	$0	$50,000	$0	$50,000	$0	$150,000
212	Veterans Park Sports Court Replacement/Improvements	**$520,000**	$0	$0	$0	$0	$0	$0	$520,000
212	Veterans Park Pavilion and Restroom Replacement	**$0**	$100,000	$700,000	$0	$0	$0	$0	$800,000
212	Senior Center Interior Improvements	**$500,000**	$0	$0	$0	$0	$0	$25,000	$525,000
	TOTAL	**$2,215,000**	**$20,370,000**	**$1,562,500**	**$1,107,500**	**$935,000**	**$1,360,000**	**$1,077,500**	**$28,627,500**
	TOTAL	**$10,235,000**	**$29,120,000**	**$15,107,500**	**$26,702,500**	**$9,405,000**	**$9,880,000**	**$7,732,500**	**$108,182,500**

Figure 5: Funding Sources (7-Year Summary)

Funding Source	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total (7-Year)
General Fund	$1,950,000	$1,900,000	$6,275,000	$2,125,000	$2,100,000	$1,550,000	$1,900,000	$17,800,000
Infrastructure Reserve	$1,380,000	$2,925,000	$1,600,000	$18,325,000	$150,000	$150,000	$300,000	$24,830,000
Measure M	$885,000	$1,160,000	$1,050,000	$1,050,000	$1,185,000	$1,185,000	$1,210,000	$7,725,000
SB1 RMRA	$1,440,000	$1,000,000	$1,050,000	$1,050,000	$1,075,000	$1,075,000	$1,100,000	$7,790,000
Gas Tax 2103	$500,000	$500,000	$550,000	$550,000	$600,000	$600,000	$650,000	$3,950,000
Gas Tax 2106	$350,000	$150,000	$175,000	$275,000	$200,000	$200,000	$325,000	$1,675,000
Park District Funds	$1,799,000	$370,000	$1,562,500	$1,107,500	$935,000	$1,360,000	$1,077,500	$8,211,500
Sewer Fund	$285,000	$285,000	$2,445,000	$295,000	$2,460,000	$3,010,000	$670,000	$9,450,000
Traffic Mitigation Assessment	$100,000	$0	$0	$0	$0	$0	$0	$100,000
Street Lighting	$930,000	$830,000	$400,000	$450,000	$700,000	$750,000	$500,000	$4,560,000
CIP Fund Balance	$0	$0	$0	$1,475,000	$0	$0	$0	$1,475,000
Unfunded	$0	$5,000,000	$0	$0	$0	$0	$0	$5,000,000
Infrastructure Reserve Loan	$0	$15,000,000	$0	$0	$0	$0	$0	$15,000,000
Prop 68 Grant	$416,000	$0	$0	$0	$0	$0	$0	$416,000
Pavement Management Relief Fund	$200,000	$0	$0	$0	$0	$0	$0	$200,000
TOTAL	**$10,235,000**	**$29,120,000**	**$15,107,500**	**$26,702,500**	**$9,405,000**	**$9,880,000**	**$7,732,500**	**$108,182,500**

Figure 6: Projects by Funding Sources (7-Year)

Project Title	Project Category	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total (7-Year)
General Fund									
Residential Street Resurface	80100 STREET	**$800,000**	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$5,600,000
Vehicle Pre-Emption Device *	80200 TRAFFIC SIGNAL	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000
Myra Pump Station No. 1 Evaluation *	80300 STORM DRAIN	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000
Storm Drain Improvements	80300 STORM DRAIN	**$0**	$0	$0	$250,000	$250,000	$250,000	$250,000	$1,000,000
Veterans Park Pump Station Evaluation	80300 STORM DRAIN	**$25,000**	$0	$0	$0	$0	$0	$0	$25,000
Concrete Rehabilitation (Citywide)	80500 PARKWAY	**$250,000**	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,750,000
Electric Vehicle Charging Stations *	80600 PUBLIC FACILITY	**$500,000**	$0	$0	$0	$0	$0	$0	$500,000
HVAC Rehabilitation Program	80600 PUBLIC FACILITY	**$0**	$0	$0	$250,000	$0	$0	$0	$250,000
Interior/Exterior LED Lighting	80600 PUBLIC FACILITY	**$0**	$100,000	$100,000	$0	$0	$0	$0	$200,000
Maintenance Yard Perimeter Improvements *	80600 PUBLIC FACILITY	**$0**	$0	$0	$0	$0	$0	$350,000	$350,000
City Hall Seismic Improvements (Construction)	80600 PUBLIC FACILITY	**$0**	$0	$0	$0	$0	$0	$0	$0
City Hall and Pd Roof Recoating	80600 PUBLIC FACILITY	**$0**	$150,000	$0	$0	$0	$0	$0	$150,000
City Hall West Wing Carpet/Flooring	80600 PUBLIC FACILITY	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000
City Hall West Wing HVAC Unit Replacement	80600 PUBLIC FACILITY	**$0**	$0	$0	$0	$0	$0	$250,000	$250,000
Building Improvements	80600 PUBLIC FACILITY	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000
Bicycle Master Plan *	80900 OTHER	**$0**	$0	$100,000	$0	$0	$0	$0	$100,000
Private Arterial Wall Rehabilitation *	80900 OTHER	**$0**	$100,000	$575,000	$575,000	$550,000	$0	$0	$1,800,000
Reclaimed Water Line *	80900 OTHER	**$50,000**	$400,000	$4,050,000	$0	$0	$0	$0	$4,500,000
TOTAL		**$1,950,000**	**$1,900,000**	**$6,275,000**	**$2,125,000**	**$2,100,000**	**$1,550,000**	**$1,900,000**	**$17,800,000**
Infrastructure Reserve									
Myra Pump Station No. 1	80300 STORM DRAIN	**$0**	$0	$1,500,000	$18,000,000	$0	$0	$0	$19,500,000
Storm Drain Improvements	80300 STORM DRAIN	**$0**	$0	$0	$175,000	$0	$0	$0	$175,000
Street Tree Planting	80500 PARKWAY	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
HVAC Rehabilitation Program	80600 PUBLIC FACILITY	**$0**	$0	$0	$50,000	$50,000	$50,000	$0	$150,000
Police Department Gate Replacement	80600 PUBLIC FACILITY	**$50,000**	$0	$0	$0	$0	$0	$0	$50,000
Police Department Parking Deck Recoating	80600 PUBLIC FACILITY	**$40,000**	$0	$0	$0	$0	$0	$0	$40,000
City Hall Public Bathrooms - Disability Access	80600 PUBLIC FACILITY	**$190,000**	$0	$0	$0	$0	$0	$0	$190,000
City Hall Seismic Improvements (Design)	80600 PUBLIC FACILITY	**$300,000**	$0	$0	$0	$0	$0	$0	$300,000
City Hall Seismic Improvements (Construction)	80600 PUBLIC FACILITY	**$0**	$2,000,000	$0	$0	$0	$0	$0	$2,000,000
City Hall and Pd Roof Recoating	80600 PUBLIC FACILITY	**$0**	$50,000	$0	$0	$0	$0	$0	$50,000
City Hall East Wing HVAC Unit Replacement	80600 PUBLIC FACILITY	**$0**	$450,000	$0	$0	$0	$0	$0	$450,000
City Hall East Wing Carpet	80600 PUBLIC FACILITY	**$0**	$165,000	$0	$0	$0	$0	$0	$165,000

Figure 6: Funding Sources (7-Year)

Project Title	Project Category	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total (7-Year)
City Hall East Wing Furnishings/Workstations	80600 PUBLIC FACILITY	**$0**	$160,000	$0	$0	$0	$0	$0	$160,000
City Hall West Wing Carpet/Flooring	80600 PUBLIC FACILITY	**$0**	$0	$0	$0	$0	$0	$0	$0
City Hall West Wing Furnishings/Workstations	80600 PUBLIC FACILITY	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
City Hall West Wing HVAC Unit Replacement	80600 PUBLIC FACILITY	**$0**	$0	$0	$0	$0	$0	$200,000	$200,000
City Council Chambers Security Improvements	80600 PUBLIC FACILITY	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
Civic Center Security Improvements	80600 PUBLIC FACILITY	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000
Cameras/Security Systems Evaluation	80600 PUBLIC FACILITY	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000
TOTAL		**$1,380,000**	**$2,925,000**	**$1,600,000**	**$18,325,000**	**$150,000**	**$150,000**	**$300,000**	**$24,830,000**
Measure M									
Arterial Street Rehabilitation	80100 STREET	**$310,000**	$900,000	$900,000	$900,000	$925,000	$925,000	$950,000	$5,810,000
Orange Ave (Denni to Moody) Resurfacing	80100 STREET	**$240,000**	$0	$0	$0	$0	$0	$0	$240,000
Traffic Signal/Striping Improvements	80200 TRAFFIC SIGNAL	**$150,000**	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$450,000
Upgrade Traffic Monitoring Camera	80200 TRAFFIC SIGNAL	**$110,000**	$110,000	$0	$0	$110,000	$110,000	$110,000	$550,000
Irrigation Study / Water Conservation	80500 PARKWAY	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000
Water Conservation	80500 PARKWAY	**$0**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
TOTAL		**$885,000**	**$1,160,000**	**$1,050,000**	**$1,050,000**	**$1,185,000**	**$1,185,000**	**$1,210,000**	**$7,725,000**
SB1 RMRA									
Arterial Street Rehabilitation	80100 STREET	**$1,440,000**	$1,000,000	$1,050,000	$1,050,000	$1,075,000	$1,075,000	$1,100,000	$7,790,000
TOTAL		**$1,440,000**	**$1,000,000**	**$1,050,000**	**$1,050,000**	**$1,075,000**	**$1,075,000**	**$1,100,000**	**$7,790,000**
Gas Tax 2103									
Residential Street Resurface	80100 STREET	**$500,000**	$500,000	$550,000	$550,000	$600,000	$600,000	$650,000	$3,950,000
TOTAL		**$500,000**	**$500,000**	**$550,000**	**$550,000**	**$600,000**	**$600,000**	**$650,000**	**$3,950,000**
Gax Tax 2106									
Concrete Rehabilitation (Citywide)	80500 PARKWAY	**$150,000**	$150,000	$175,000	$175,000	$200,000	$200,000	$225,000	$1,275,000
Landscape Improvements	80500 PARKWAY	**$200,000**	$0	$0	$100,000	$0	$0	$100,000	$400,000
TOTAL		**$350,000**	**$150,000**	**$175,000**	**$275,000**	**$200,000**	**$200,000**	**$325,000**	**$1,675,000**
Park District Funds									
Civic Center Green Tree Replacement	90000 PARK	**$20,000**	$20,000	$22,500	$22,500	$25,000	$25,000	$27,500	$162,500
Civic Center Tennis Court Resurfacing	90000 PARK	**$0**	$0	$0	$0	$0	$100,000	$0	$100,000
Community Center Bathroom Counter	90000 PARK	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000
Community Center Floor Replacement	90000 PARK	**$0**	$0	$0	$0	$0	$450,000	$0	$450,000
Community Center Roof Replacement	90000 PARK	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000
Oak Knoll Park Security Improvements	90000 PARK	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000

Figure 6: Funding Sources (7-Year)

Project Title	Project Category	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total (7-Year)
Oak Knoll Park Sports Field Lighting	90000 PARK	**$0**	$0	$360,000	$0	$0	$0	$0	$360,000
Park Enhancements (City-wide)	90000 PARK	**$0**	$0	$0	$0	$0	$300,000	$300,000	$600,000
Park Irrigation Master Plan and Improvements	90000 PARK	**$0**	$0	$75,000	$500,000	$500,000	$0	$0	$1,075,000
Park Playground Equipment Replacement	90000 PARK	**$0**	$0	$0	$350,000	$350,000	$350,000	$350,000	$1,400,000
Park Playground Surfacing Sealing & Repairs	90000 PARK	**$25,000**	$0	$0	$25,000	$25,000	$25,000	$25,000	$125,000
Park Restroom - Sewer Repairs	90000 PARK	**$0**	$0	$0	$0	$0	$0	$100,000	$100,000
Park Restrooms Rehabilitation	90000 PARK	**$0**	$0	$0	$0	$0	$0	$250,000	$250,000
Park Shade Structure Repairs/Replacement	90000 PARK	**$80,000**	$85,000	$45,000	$0	$0	$25,000	$0	$235,000
Parking Lot Seal Coat	90000 PARK	**$200,000**	$115,000	$160,000	$35,000	$35,000	$35,000	$0	$580,000
Parks Interior/Exterior LED Lighting	90000 PARK	**$0**	$0	$0	$125,000	$0	$0	$0	$125,000
Rosen Acacia Park Access Improvements	90000 PARK	**$0**	$0	$200,000	$0	$0	$0	$0	$200,000
Sports Field Improvements	90000 PARK	**$0**	$50,000	$0	$50,000	$0	$50,000	$0	$150,000
Veterans Park Sports Court Replacement	90000 PARK	**$104,000**	$0	$0	$0	$0	$0	$0	$104,000
Veterans Park Pavilion and Restroom	90000 PARK	**$0**	$100,000	$700,000	$0	$0	$0	$0	$800,000
Senior Center Interior Improvements	90000 PARK	**$500,000**	$0	$0	$0	$0	$0	$25,000	$525,000
TOTAL		**$1,799,000**	**$370,000**	**$1,562,500**	**$1,107,500**	**$935,000**	**$1,360,000**	**$1,077,500**	**$8,211,500**
Sewer									
Sewer System Evaluations	80400 SEWER	**$185,000**	$185,000	$195,000	$195,000	$210,000	$210,000	$220,000	$1,400,000
Sewer System Improvements	80400 SEWER	**$100,000**	$100,000	$2,250,000	$100,000	$2,250,000	$2,800,000	$450,000	$8,050,000
TOTAL		**$285,000**	**$285,000**	**$2,445,000**	**$295,000**	**$2,460,000**	**$3,010,000**	**$670,000**	**$9,450,000**
Traffic Mitigation Assessment									
Traffic Signal/Striping Improvements	80200 TRAFFIC SIGNAL	**$100,000**	$0	$0	$0	$0	$0	$0	$100,000
TOTAL		**$100,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$100,000**
Street Lighting District									
City Street Lights - LED Conversion	80200 TRAFFIC SIGNAL	**$0**	$200,000	$0	$0	$0	$0	$0	$200,000
Illuminated Street Name Sign Upgrades - LED	80200 TRAFFIC SIGNAL	**$330,000**	$330,000	$0	$0	$0	$0	$0	$660,000
Traffic Signal Timing	80200 TRAFFIC SIGNAL	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000
Traffic System Software and Components	80200 TRAFFIC SIGNAL	**$550,000**	$200,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,500,000
Smart Adaptive Timing Controls	80200 TRAFFIC SIGNAL	**$50,000**	$100,000	$250,000	$300,000	$300,000	$350,000	$350,000	$1,700,000
TOTAL		**$930,000**	**$830,000**	**$400,000**	**$450,000**	**$700,000**	**$750,000**	**$500,000**	**$4,560,000**
CIP Fund Balance									
Various Storm Drain Improvements	80300 STORM DRAIN	**$0**	$0	$0	$1,475,000	$0	$0	$0	$1,475,000
TOTAL		**$0**	**$0**	**$0**	**$1,475,000**	**$0**	**$0**	**$0**	**$1,475,000**

Figure 6: Funding Sources (7-Year)

Project Title	Project Category	FY 22-23 Year 1	FY 23-24 Year 2	FY 24-25 Year 3	FY 25-26 Year 4	FY 26-27 Year 5	FY 27-28 Year 6	FY 28-29 Year 7	Grand Total (7-Year)
Unfunded									
Arnold Cypress Park - Construction	90000 PARK	**$0**	$5,000,000	$0	$0	$0	$0	$0	$5,000,000
TOTAL		**$0**	**$5,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,000,000**
Infrastructure Reserve Loan									
Arnold Cypress Park - Construction	90000 PARK	**$0**	$15,000,000	$0	$0	$0	$0	$0	$15,000,000
TOTAL		**$0**	**$15,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,000,000**
Prop 68 Grant / Unfunded									
Veterans Park Sports Court Upgrades	90000 PARK	**$416,000**	$0	$0	$0	$0	$0	$0	$416,000
TOTAL		**$416,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$416,000**
OCTA Pavement Management Relief Funding									
Orange Ave (Denni to Moody) Resurfacing	80100 STREET	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
TOTAL		**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**
TOTAL		**$10,235,000**	**$29,120,000**	**$15,107,500**	**$26,702,500**	**$9,405,000**	**$9,880,000**	**$7,732,500**	**$108,182,500**

* Pandemic Recovery Funds

Street Projects (Program 80100)

The City has about 112 street centerline miles and approximately 24 million square feet of pavement. Arterial streets account for over 36 percent of the network with residential streets, collector streets, and alleys accounting for the remaining balance.

The City inventories and evaluates street conditions, identifies maintenance strategies, and budgets for street rehabilitation through the Pavement Management Program (PMP). This study is approved by the City Council biennially and was approved in June 2021.



Below is a listing of the historical Pavement Condition Index (PCI) ratings.

Year	PCI Rating
2018	85.0
2019	85.0
2020	84.6
2021	83.0

This year, and future years going forward, the City expects to receive over $7.3 million in SB1 gas tax funds. These dollars will be earmarked for use on residential, arterial, and parkway projects to relieve General Fund spending and continue preserving the City's infrastructure.

The overall $23.6 million seven-year budget for the Street CIP reflects the cost required to ensure that the pavement network remains above a minimum service level of "fair" for at least the next seven years. Any street section whose condition is predicted to fall below a minimum level of "fair" is scheduled for maintenance as part of the Street CIP.

FY 2021-22 street projects resurfaced over 42 lane miles of pavement.

PROPOSED PROJECT HIGHLIGHTS

Arterial Street Rehabilitation

The Arterial Street Rehabilitation project will resurface portions of Orange Avenue, Orangewood Avenue, and Cerritos Avenue, with a new two-inch layer of asphalt pavement, called an overlay. An overlay project involves grinding and removing the top one to two inches of existing street pavement surface and replacing it with one to two inches of new asphalt pavement. This treatment method extends the useful life of the street and provides a new driving surface free of cracks and pavement distresses.

This project will also slurry seal various arterial streets throughout the City. The slurry seal serves as a moisture barrier/weatherproofing layer that deters damage to the underlying street pavement but does not provide any structural improvement.





Residential Street Resurface

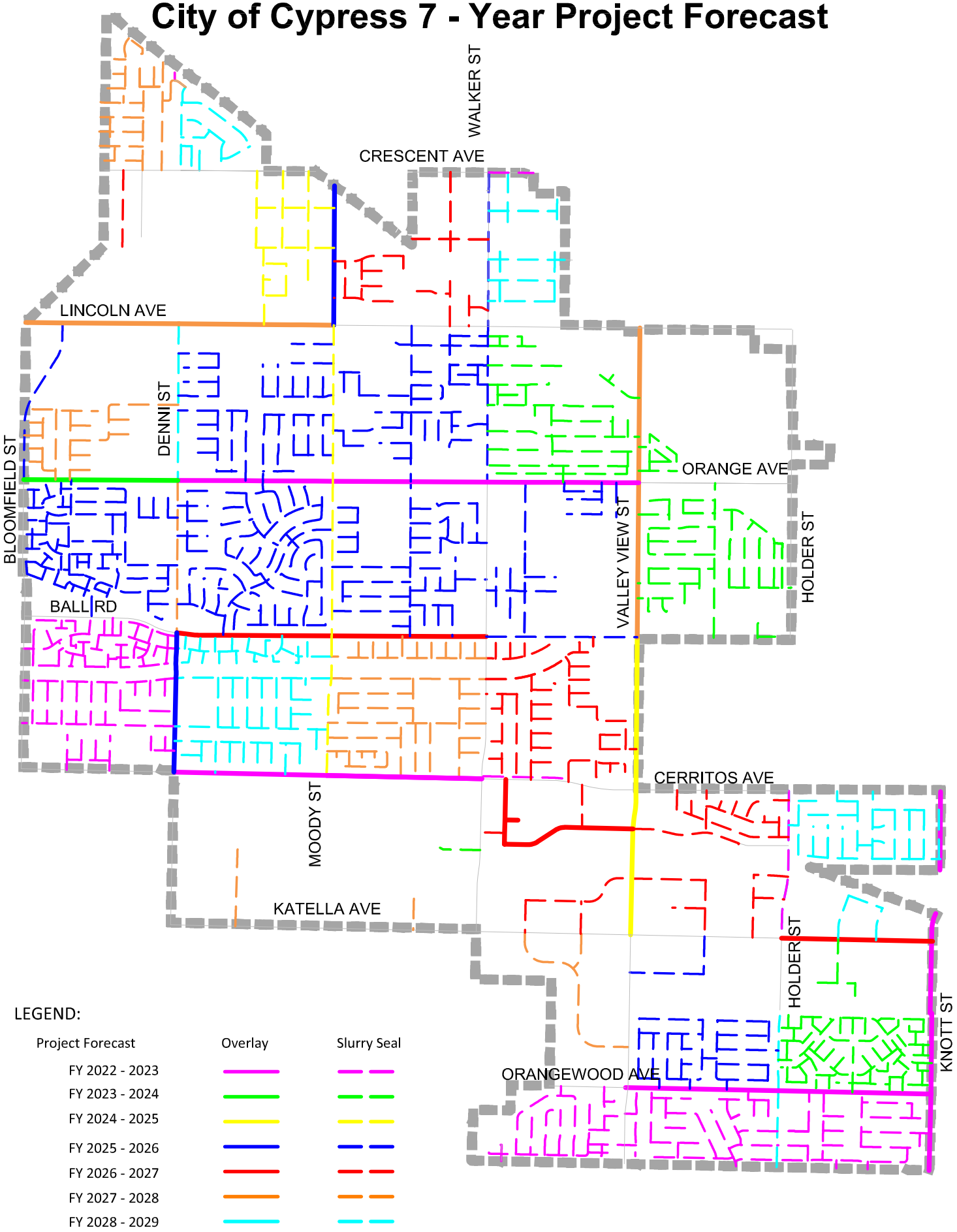
The Residential Street Resurface project includes resurfacing various residential streets using slurry seal or an asphalt overlay. Slurry seal is typically applied every five to seven years. Once the pavement reaches a point where slurry sealing is no longer effective, a "grind and overlay" will be recommended under the pavement management program.

The project forecast may differ than the actual work subject to design and budget considerations, field and utility conflicts, project scheduling, and other factors.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

City of Cypress 7 - Year Project Forecast



Traffic Projects (Program 80200)

The City has 60 traffic signals, two pedestrian signals and four pedestrian flashing beacons. Citywide traffic conditions are monitored by a live camera feed through fiber optic infrastructure.

As part of the City Council six-month strategic objectives, Public Works evaluated the City's traffic signal systems and traffic management practices. The City's Contract Traffic Engineer completed the report in 2019 and gave high marks for the condition, operation and maintenance of the City's traffic signal system. The report also outlined five recommendations to address both short-term and future traffic signal system needs. These improvements will cost approximately $6.1 over the next seven years and are included in the 7-Year CIP for consideration.

PROPOSED PROJECT HIGHLIGHTS

Illuminated Street Name Sign Upgrades

The existing illuminated street name signs located at signalized intersections throughout the City use traditional fluorescent illumination. This project will upgrade the remaining signs with new LED technology that provide increased illumination, better visibility, and lower energy consumption.

Traffic Signal System Infrastructure Upgrades



This project will evaluate the current setup and provide better system resiliency by creating a redundant system for backup purposes. This will allow improved remote access and technical support in the event of a system failure or loss of power. Additionally, some video components are at the end of their useful life and in need of replacement. The existing video cameras are older analog cameras that do not contain self-diagnostics capability and picture quality of newer digital versions. This project will proactively replace select cameras at key locations over the next five-years.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Storm Drain Projects (Program 80300)



The City has approximately 22 miles of storm drain pipe, over 580 drainage inlets, and four pump stations, which outlets to three different regional Orange County Flood Control District (OCFCD) channels. Currently, all OCFCD channels, with the exception of the Carbon Creek Channel, are deficient.

All projects along the Carbon Creek Channel are shelf-ready or have been completed. All other projects connecting to the other OCSFD channels are currently on-hold.

PROPOSED PROJECT HIGHLIGHTS

Myra Pump Station No. 1 - Evaluation



The Myra Avenue Pump Station No. 1 serves the drainage area bounded by Moody Street, Walker Street, and Cerritos Avenue. The existing pump station is over 50 years old and there is past evidence of street flooding within its service area. The station has reached the end of its useful design life and requires upgrades for compliance with current Orange County Flood Control District design standards. The first phase of this three-phase project is to conduct an evaluation of the existing pump station and to evaluate potential upgrades and/or replacement solutions.

FUTURE PROJECTS

- Storm drain and catch basin improvements along Janice Lynn Street, Ethel Street and Gregory Street
- Myra Pump Station No. 1 - Design

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Sewer Projects (Program 80400)

The City's sanitary sewer system consists of about 101 miles of underground sewer pipe, 2,350 manholes/cleanouts, and one sewer pump station. The system carries sewage from over 14,200 private service laterals and flows into three different major Orange County Sanitation District trunk lines for treatment in Huntington Beach. After treatment, water is discharged to the ocean.

The Sewer Master Plan is a long range-planning tool for sewer infrastructure improvements to minimize the possibility of overflows. The Sewer Master Plan prioritizes deficiencies, based on age and capacity, and implements rehabilitation, based on short-term and long-term needs, and then categorizes them as condition or capacity improvements.

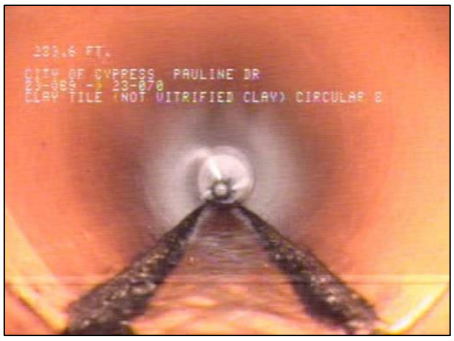


PROPOSED PROJECT HIGHLIGHTS

Sewer Rehabilitation/Capacity Improvements

The project will replace or repair sewer lines at various locations due to structural deficiencies, such as offset joints, cracks, calcium deposits, and heavy root intrusion; and re-lining condition deficient pipe.

Sewer System Evaluations



The State Water Board requires local agencies maintain a Sewer System Management Plan (SSMP) and sanitary sewer emergency overflow response plan. These documents identify system conditions and maintenance and repair needs to prevent sewer overflows. As part of the plan, a comprehensive video inventory of the City's sewer network is required, which is used as an on-going evaluation tool.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Parkway Projects (Program 80500)



The City maintains approximately eight million square feet of sidewalk and 1.2 million linear feet of curb and gutter. This program replaces sidewalk to avoid potential liability risk and harm to residents. Concrete improvements that are typically included with the program are sidewalks, curbs and gutter, curb ramps, cross gutters, and tree wells.

This year's concrete replacement project will replace approximately 14,000 square feet of concrete damaged by tree roots. The annual tree planting project will coincide with the concrete project in order to have the least amount of disruption to residential neighborhoods.

PROPOSED PROJECT HIGHLIGHTS

Concrete Repairs / Tree Planting

The program includes installation of curb ramps per current Americans with Disabilities Act (ADA) design standards, and removal and replacement of any cross gutters that do not adequately drain due to wear and tear. The Tree Replanting Project will also replant approximately 175 trees at various locations, including vacant tree wells, replacing trees with declining health due to the drought, and trees that have caused recurring damage to the adjacent concrete sidewalk.

Landscape Improvements – Cerritos Avenue Frontage Road

The frontage road along Cerritos Avenue (Walker to Rexford) contain landscaping that is deteriorating. The existing plant palette is not suitable for placement next to a major roadway due to heat from the asphalt and other contributing factors. This project will remove the existing landscaping, install water-efficient irrigation and drought tolerant landscaping that has been used along Moody Street, Lincoln Avenue, Katella Avenue, and Valley View Street.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Public Facility Projects (Program 80600)



The City owns and maintains the Civic Center, Police Station, Council Chamber, and Maintenance Yard buildings. Annually, the City Council commits $250,000 in funds for investment in the City's facilities.

The Engineering Division, working alongside the Maintenance Division, has put in place a roadmap to ensure routine maintenance and future replacement of all heating, ventilation, and air-conditioning (HVAC) equipment to minimize any service interruption and equipment failure.

PROPOSED PROJECT HIGHLIGHTS

Electric Vehicle Charging Stations

This project would install new electric vehicle charging stations at the Civic Center, Senior Center, Community Center, and Maintenance Yard, including ADA-accessible charging stations. Currently, no vehicle charging stations are available at any city facility.

Civic Center Facility Improvements

The East Wing of City Hall requires seismic upgrades similar to those completed at the Police Department in 2021 since they are one structure. The design for the seismic improvements will take place this year with construction scheduled for next fiscal year.

The original City Hall public restrooms will also be rehabilitated to comply with disability access regulations. This includes new bathroom fixtures, partitions, paint, flooring, and other incidental items of work. The furnishings and workstations in the west wing are over 20 years old and lack ergonomics found with newer products. These will be replaced, along with the carpet and flooring in the west wing and main corridor.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Park Projects (Program 80700)

Cypress has 20 parks, encompassing approximately 80 acres of land, available for recreational use to residents and visitors. The Cypress Recreation and Park District oversees all of the parks, as well as the Community Center, Senior Center, and six tennis courts. Most of these facilities were built in the 1970's and through the years, playground equipment and park amenities have been replaced on an as-needed basis.

PROPOSED PROJECT HIGHLIGHTS

Senior Center Interior Improvements



The Senior Center was constructed in 1993 and has gone through several improvements over the years, the latest being the restroom remodel in 2021 and the atrium skylight replacement in 2019. This project will address various interior improvements, including new paint, flooring, carpeting, lighting and ceilings throughout the building, removal of unused sinks in various rooms to provide space and usability, staining of all doors, kitchen upgrades, a reconfigured reception desk, and other miscellaneous improvements to provide an updated and modern look.

Veterans Park Sports Court Replacement



The sports facilities at Veterans Park are deteriorating and in need of repairs. This project will include the replacement of the basketball court, upgraded sports lighting, accessibility improvements, and other incidental items of work.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Appendix A: Fiscal Year 2022-29 Project Detail Sheets

Project Information

Title Arterial Street Rehabilitation **Fund #** 239

Category 80100 STREET PROJECTS

Description and Justification Pave and slurry seal various major streets, alleys, bridges, and trails to maintain their condition. This is regular maintenance scheduled as part of the Pavement Management Program, submitted to OCTA every two years for Measure M2 funding eligibility, and a key component in meeting state and local Maintenance of Effort requirements. The program ranks and prioritizes streets and projects based on existing conditions and available budget.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Fall 2022

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
SB1 RMRA	**$1,440,000**	$1,000,000	$1,050,000	$1,050,000	$1,075,000	$1,075,000	$1,100,000	$7,790,000
Measure M	**$310,000**	$900,000	$900,000	$900,000	$925,000	$925,000	$950,000	$5,810,000
Totals (2 groups)	**$1,750,000**	$1,900,000	$1,950,000	$1,950,000	$2,000,000	$2,000,000	$2,050,000	$13,600,000



Est. Operating Costs
N/A

Project Information

Title Orange Ave (Denni to Moody) Resurfacing - OCTA Pavement Relief **Fund #** 236

Category 80100 STREET PROJECTS

Description and Justification This is a one-time funding program to help offset the loss of Measure M2 local fair share revenues and other funding programs that support local streets and roads whose revenue streams have been negatively impacted by the pandemic. Funds are allocated based on population and Cypress is eligible to receive $200,000, with no local match requirement. The proposed project will repave Orange Avenue from Denni Street to Moody Street, and replace damaged sidewalks and driveways to meet current accessibility requirements.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Fall 2022

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Pavement Management Relief Funding (PMRF)	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
Measure M	**$240,000**	$0	$0	$0	$0	$0	$0	$240,000
Totals (2 groups)	**$440,000**	$0	$0	$0	$0	$0	$0	$440,000



Est. Operating Costs
N/A

Project Information

Title Residential Street Resurface **Fund #** 415

Category 80100 STREET PROJECTS

Description and Justification Pave and slurry seal various major streets, alleys, and trails to maintain their condition. This is regular maintenance scheduled as part of the Pavement Management Program, submitted to OCTA every two years for Measure M2 funding eligibility, and a key component in meeting state and local Maintenance of Effort requirements. The program ranks and prioritizes streets and projects based on existing conditions and available budget.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Gas Tax 2103	**$500,000**	$500,000	$550,000	$550,000	$600,000	$600,000	$650,000	$3,950,000
General Fund	**$800,000**	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$5,600,000
Totals (2 groups)	**$1,300,000**	$1,300,000	$1,350,000	$1,350,000	$1,400,000	$1,400,000	$1,450,000	$9,550,000



Est. Operating Costs
N/A

Project Information

Title City Street Lights - LED Conversion **Fund #** 251

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification Replace City-owned street lights at various locations. A majority of street lights (approximately 3,175) within the City are owned and maintained by Southern California Edison (SCE). SCE has plans to convert its street lights to LEDs that are brighter, more energy-efficient, and require less maintenance. To keep all street lights consistent, the City will convert its City-owned street lights to LEDs as well. There are just over 300 street lights that are owned and maintained by the City.

Priority

✔ Preventative / Proactive ✔ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$0**	$200,000	$0	$0	$0	$0	$0	$200,000
Totals (1 groups)	**$0**	$200,000	$0	$0	$0	$0	$0	$200,000



Est. Operating Costs
N/A

Project Information

Title Illuminated Street Name Sign Upgrades - LED **Fund #** 251

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification Replace illuminated street name signs at various intersections. The existing illuminated street name signs are showing wear/tear due to exposure to the elements and have high maintenance costs. This project will replace approximately 30 signs annually with more energy-efficient LEDs that will lower energy costs, reduce maintenance costs, and provide better visibility and clarity. All street name signs are to be completed in FY 23/24. The lifespan of the LEDs is approximately seven to ten years based on usage, compared to two to three years of the standard lights.

Priority

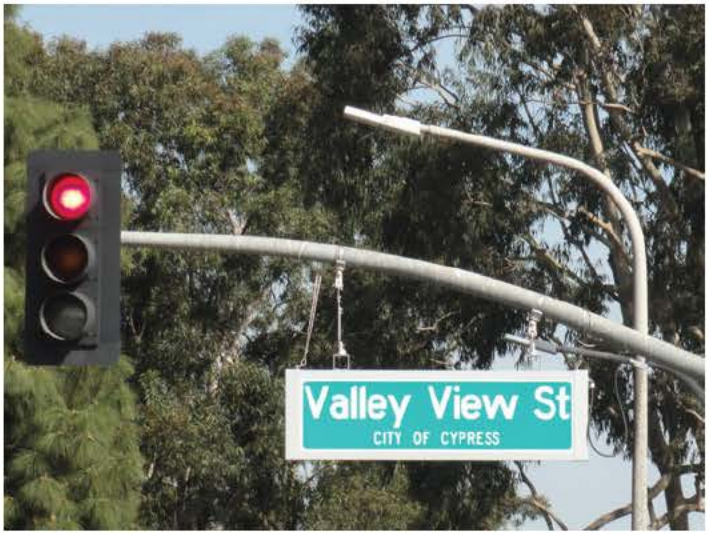
☑ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$330,000**	$330,000	$0	$0	$0	$0	$0	$660,000
Totals (1 groups)	**$330,000**	$330,000	$0	$0	$0	$0	$0	$660,000



Est. Operating Costs
N/A

Project Information

Title Traffic Signal Timing **Fund #** 251

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification Update and/or adjust traffic signal timing based on actual volumes. Project identified in the Evaluation of Traffic Signal Systems and Traffic Flow Best Practices report.

Priority

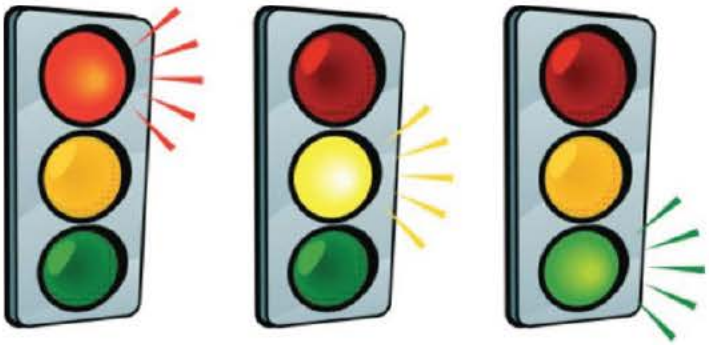
✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000
Totals (1 groups)	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000



Est. Operating Costs
N/A

Project Information

Title Traffic Signal/Striping Improvements at Various Locations **Fund #** 234

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification

This project will address various minor traffic enhancements at various locations, including but not limited to: signage and/or striping modifications, traffic signal equipment modifications, pedestrian crosswalk modifications, and other general traffic improvements. Projects will be identified by the Traffic Engineer and brought forward to the Traffic Commission for approval.

Projects in Year 1 include signal improvements along Orangewood Avenue, striping modifications at Cerritos/Walker, and an accessible pedestrian push button at Denni/Ball. The installation of a rectangular rapid flashing beacon (RRFB) to enhance the pedestrian crosswalk at Denni/Newman is also included in Year 1, which continues the pilot program that saw the installation of RRFBs at Orange/Lime and Walker/Aspen.

Priority

✔ Preventative / Proactive ✔ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Traffic Mitigation Assmt	**$100,000**	$0	$0	$0	$0	$0	$0	$100,000
Measure M	**$150,000**	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$450,000
Totals (2 groups)	**$250,000**	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$550,000



Est. Operating Costs
N/A

Project Information

Title Upgrade Traffic Monitoring Camera Infrastructure **Fund #** 236

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification Replace and/or upgrade existing traffic monitoring camera equipment and infrastructure. The existing equipment is at the end of its useful life and requires constant maintenance. Newer technology allows for better video quality and less maintenance. Project identified in the Evaluation of Traffic Signal Systems and Traffic Flow Best Practices report. Cost to replace a monitoring camera is approximately $5,000. Cost to design, construct, and integrate a new monitoring camera system is approximately $25,000 per location.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Measure M	**$110,000**	$110,000	$0	$0	$110,000	$110,000	$110,000	$550,000
Totals (1 groups)	**$110,000**	$110,000	$0	$0	$110,000	$110,000	$110,000	$550,000

Est. Operating Costs
N/A



Project Information

Title Upgrade Traffic System Software and Components **Fund #** 251

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification Current control systems are legacy systems and are no longer supported by the manufacturer. This project will replace various components over a multi-year period to allow for testing of new components and features and to minimize any potential disruptions to traffic flow. Project identified in the Evaluation of Traffic Signal Systems and Traffic Flow Best Practices report.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$550,000**	$200,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,500,000
Totals (1 groups)	**$550,000**	$200,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,500,000



Est. Operating Costs
N/A

Project Information

Title Upgrade/Provide Smart Adaptive Timing Controls **Fund #** 251

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification Installation/integration of smart adaptive controls such as pedestrian and bicycle tracking, more responsive timing plans based on complex algorithms, and other advanced features such as flashing yellow arrows, dynamic phasing, and short-range communications. The project was identified in the Evaluation of Traffic Signal Systems and Traffic Flow Best Practices report.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$50,000**	$100,000	$250,000	$300,000	$300,000	$350,000	$350,000	$1,700,000
Totals (1 groups)	**$50,000**	$100,000	$250,000	$300,000	$300,000	$350,000	$350,000	$1,700,000



Est. Operating Costs
N/A

Project Information

Title Vehicle Pre-Emption Device (Pandemic Recovery) **Fund #** 251

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Description and Justification This project will install vehicle pre-emption devices at various intersections, allowing Orange County Fire Authority to have priority on-demand green lights as they approach an intersection. The proposed system will be compatible with existing hardware equipment currently in use by OCFA. Public Works will work with the Police Department (PD) and the Traffic Engineer to determine the feasibility of deployment in PD vehicles without impacting traffic signal timing. The City currently has pre-emption devices installed at the intersection of Lincoln/Walker and Walker/Orchid due to recent development projects within the vicinity.

Priority

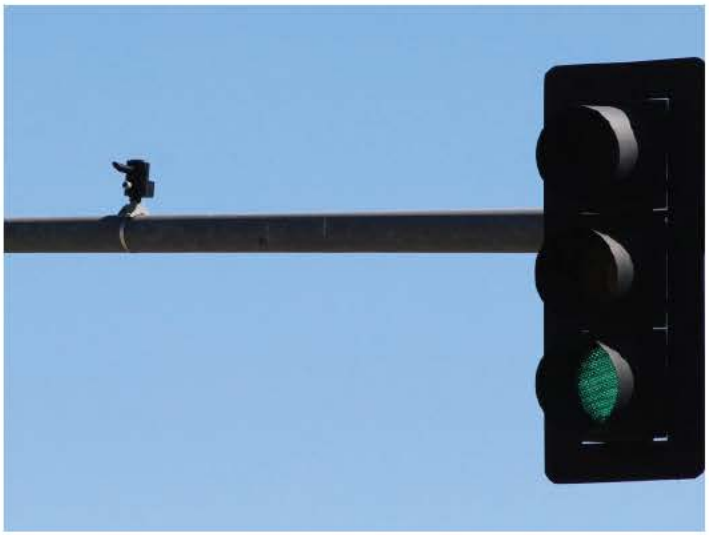
✔ Preventative / Proactive ☐ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000
Totals (1 groups)	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000



Est. Operating Costs
N/A

Project Information

Title Myra Pump Station No. 1 Evaluation (Pandemic Recovery) **Fund #** 415

Category 80300 STORM DRAIN PROJECTS

Description and Justification Myra Pump Station No. 1, located between Moody Street and Walker Street, was originally constructed in the 1950s. The pump station is at the end of its useful life and is in need of a replacement. This project will evaluate the existing site and provide recommendations on how to increase the existing capacity to provide 100-year floor protection levels. Options may include an underground retention box, property acquisition, etc.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2023 **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000
Totals (1 groups)	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000



Est. Operating Costs
N/A

Project Information

Title Myra Pump Station No. 1 **Fund #** 415

Category 80300 STORM DRAIN PROJECTS

Description and Justification Design, potential property acquisition, and construction of the Myra Avenue Pump Station No. 1.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$0	$1,500,000	$18,000,000	$0	$0	$0	$19,500,000
Totals (1 groups)	**$0**	$0	$1,500,000	$18,000,000	$0	$0	$0	$19,500,000



Est. Operating Costs
N/A

Project Information

Title Storm Drain Improvements **Fund #** 415

Category 80300 STORM DRAIN PROJECTS

Description and Justification Potential future storm drain improvements. Project in FY 25/26 will install a tributary storm drain along Janice Lynn Street, Julie Beth Street, and Gregory Street, which will ultimately connect to the existing Myra Avenue detention box. A majority of projects currently identified in the Master Plan of Drainage are on-hold until the Orange County Flood Control District makes improvements to the storm drain facilities.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
CIP Fund Balance	**$0**	$0	$0	$1,475,000	$0	$0	$0	$1,475,000
Infrastructure Reserve	**$0**	$0	$0	$175,000	$0	$0	$0	$175,000
General Fund	**$0**	$0	$0	$250,000	$250,000	$250,000	$250,000	$1,000,000
Totals (3 groups)	**$0**	$0	$0	$1,900,000	$250,000	$250,000	$250,000	$2,650,000



Est. Operating Costs
N/A

Project Information

Title Veterans Park Pump Station Evaluation **Fund #** 415

Category 80300 STORM DRAIN PROJECTS

Description and Justification Storm Pump Station No. 6, located at Veterans Park, was constructed in the 1990s and various components are approaching the end of its useful life. This project will evaluate the existing pump station and provide an overview and replacement program for the various components.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2023 **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$25,000**	$0	$0	$0	$0	$0	$0	$25,000
Totals (1 groups)	**$25,000**	$0	$0	$0	$0	$0	$0	$25,000



Est. Operating Costs
N/A

Project Information

Title Sewer System Evaluations **Fund #** 321

Category 80400 SEWER PROJECTS

Description and Justification Video inspections of City's sewer network for compliance with State Water Board every five years. The State Water Board requires local agencies maintain a Sewer System Management Plan (SSMP), part of which includes a comprehensive video inventory of the City's existing sewer network.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Sewer Fund	**$185,000**	$185,000	$195,000	$195,000	$210,000	$210,000	$220,000	$1,400,000
Totals (1 groups)	**$185,000**	$185,000	$195,000	$195,000	$210,000	$210,000	$220,000	$1,400,000



Est. Operating Costs
N/A

Project Information

Title Sewer System Improvements **Fund #** 321

Category 80400 SEWER PROJECTS

Description and Justification Replace/reline various sewer lines and manholes. The Sewer Master Plan is a long range-planning tool for sewer infrastructure improvements to minimize the possibility of overflows. As identified in the Sewer Master Plan, these sewer lines contain condition and/or capacity deficiencies, including sags, root intrusion, infiltration, calcium deposits, cracks, and offset joints. Forecasted projects include a sewer capacity improvement project along Orangewood Avenue, from Valley View Street to Holder Street.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Sewer Fund	**$100,000**	$100,000	$2,250,000	$100,000	$2,250,000	$2,800,000	$450,000	$8,050,000
Totals (1 groups)	**$100,000**	$100,000	$2,250,000	$100,000	$2,250,000	$2,800,000	$450,000	$8,050,000



Est. Operating Costs
N/A

Project Information

Title Concrete Rehabilitation (Citywide) **Fund #** 415

Category 80500 PARKWAY PROJECTS

Description and Justification Replace sidewalk, curb and gutter, access ramps and other concrete improvements within the street. This program replaces sidewalk and concrete improvements to maintain regulatory compliance with the Americans with Disabilities Act (ADA) and avoid potential liability and harm to residents.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Gas Tax 2106	**$150,000**	$150,000	$175,000	$175,000	$200,000	$200,000	$225,000	$1,275,000
General Fund	**$250,000**	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,750,000
Totals (2 groups)	**$400,000**	$400,000	$425,000	$425,000	$450,000	$450,000	$475,000	$3,025,000



Est. Operating Costs
N/A

Project Information

Title Street Tree Planting **Fund #** 415

Category 80500 PARKWAY PROJECTS

Description and Justification This project will plant trees in vacant tree wells, replace trees/shrubs/landscaping that have declined due to previous drought conditions, replace trees that have caused recurring damage to the City's sidewalks and curb and gutter, and replace and/or upgrade aging irrigation equipment. This project is an effort to maintain the City's urban forest.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
Totals (1 groups)	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000



Est. Operating Costs
N/A

Project Information

Title Landscape Improvements Along Frontage Roads **Fund #** 415

Category 80500 PARKWAY PROJECTS

Description and Justification The frontage roads along Cerritos Avenue and Knott Street contain landscaping that is deteriorating. The existing plant palette is not suitable for placement next to a major roadway due to heat from the asphalt and other contributing factors. This project will remove the existing landscaping, install water-efficient irrigation, and drought tolerant landscaping that has been used along Moody Street, Lincoln Avenue, Katella Avenue, and Valley View Street.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Gas Tax 2106	**$200,000**	$0	$0	$100,000	$0	$0	$100,000	$400,000
Totals (1 groups)	**$200,000**	$0	$0	$100,000	$0	$0	$100,000	$400,000



Est. Operating Costs
N/A

Project Information

Title Irrigation Study / Water Conservation **Fund #** 415

Category 80500 PARKWAY PROJECTS

Description and Justification The current irrigation system uses outdated software and controllers are not all integrated into the system. Several areas use piping, spray heads, and controllers that are past their useful life. This study will evaluate the remaining street right-of-way landscaping irrigation system that was not replaced during the median projects.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Winter 22/23 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Measure M	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000
Totals (1 groups)	**$75,000**	$0	$0	$0	$0	$0	$0	$75,000



Est. Operating Costs
N/A

Project Information

Title Water Conservation **Fund #** 415

Category 80500 PARKWAY PROJECTS

Description and Justification Future allocation to install drought/type irrigation systems in the arterial parkways.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Measure M	**$0**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
Totals (1 groups)	**$0**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000



Est. Operating Costs
N/A

Project Information

Title Electric Vehicle Charging Stations (Pandemic Recovery) **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project would install new electric vehicle charging stations at the Civic Center, Senior Center, Community Center, and Maintenance Yard, including ADA-accessible charging stations. Currently, no vehicle charging stations are available at any city facility. The project will include all necessary electrical work, charging station equipment and hardware, parking lot signage and striping, and stub-outs for potential expansion of the electric vehicle charging stations.

Priority

☐ Preventative / Proactive ☐ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design Summer 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$500,000**	$0	$0	$0	$0	$0	$0	$500,000
Totals (1 groups)	**$500,000**	$0	$0	$0	$0	$0	$0	$500,000

Est. Operating Costs
TBD



Project Information

Title HVAC Rehabilitation Program **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification General maintenance to replace/repair heating and cooling system components as they reach the end of their useful life.

- FY 25/26 Maintenance Yard
- FY 26/27 City Hall (East Wing Conference Room)
- FY 27/28 City Hall (Human Resources and Telephone Room)

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$0	$0	$50,000	$50,000	$50,000	$0	$150,000
General Fund	**$0**	$0	$0	$250,000	$0	$0	$0	$250,000
Totals (2 groups)	**$0**	$0	$0	$300,000	$50,000	$50,000	$0	$400,000



Est. Operating Costs
N/A

Project Information

Title Interior/Exterior LED Lighting **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project will replace the existing interior and exterior light fixtures at City facilities with energy-efficient light-emitting diodes (LEDs) fixtures. The potential for installing skylights at strategic locations will also be evaluated.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$100,000	$100,000	$0	$0	$0	$0	$200,000
Totals (1 groups)	**$0**	$100,000	$100,000	$0	$0	$0	$0	$200,000

Est. Operating Costs
N/A



Project Information

Title Maintenance Yard Perimeter Improvements (Pandemic Recovery) **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification The Maintenance Yard is adjacent to residences. This project would install large hedges/trees along the eastern perimeter of the Yard to enhance the visual appearance and reduce noise.

Priority

☐ Preventative / Proactive ☐ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$0	$0	$0	$0	$0	$350,000	$350,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$0	$350,000	$350,000



Est. Operating Costs
N/A

Project Information

Title Police Department Gate Replacement **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification The motorized vehicle gate for the Police Department secured parking area is over 15 years old and is in need of replacement. This project will replace the vehicle gate, replace the motor operator, and resurface the parking lot.

Priority

✔ Preventative / Proactive ✔ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Winter 22/23 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$50,000**	$0	$0	$0	$0	$0	$0	$50,000
Totals (1 groups)	**$50,000**	$0	$0	$0	$0	$0	$0	$50,000



Est. Operating Costs
N/A

Project Information

Title Police Department Parking Deck Recoating **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification The 7,000 square feet upper parking deck was last recoated over 15 years ago and has deteriorated. During the recent modernization project, water was discovered entering through the deck. The surface will be cleaned, two coats of epoxy will be applied, and then re-striped. This will preserve the City's recent investment in the building.

Priority

✔ Preventative / Proactive ✔ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Winter 22/23 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$40,000**	$0	$0	$0	$0	$0	$0	$40,000
Totals (1 groups)	**$40,000**	$0	$0	$0	$0	$0	$0	$40,000



Est. Operating Costs
N/A

Project Information

Title City Hall Public Bathrooms - Disability Access **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project would rehabilitate the existing original bathrooms with ones that comply with disability access regulations. The project would be completed before installation of the carpet and is required by the building code as part of the seismic work.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Winter 22/23 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$190,000**	$0	$0	$0	$0	$0	$0	$190,000
Totals (1 groups)	**$190,000**	$0	$0	$0	$0	$0	$0	$190,000



Est. Operating Costs
N/A

Project Information

Title City Hall East Wing Seismic Improvements (Design) **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification The East Wing of City Hall requires seismic upgrades similar to those completed at the Police Department in 2021 since they are one structure. The project will include new sheer walls, isolation of the East Wing from the West Wing, new structural supports and beams, replacement of lighting, rerouting of sprinklers, network wiring and ventilation ductwork. There is a potential for unforeseen conditions as was encountered in the Police Department project once the ductwork is removed in areas.

The project also will require that the east wing remain vacant during construction and personnel be relocated. The design would also evaluate whether combining subsequent projects for bidding such as HVAC, carpeting, and roofing would be cost-effective.

Priority

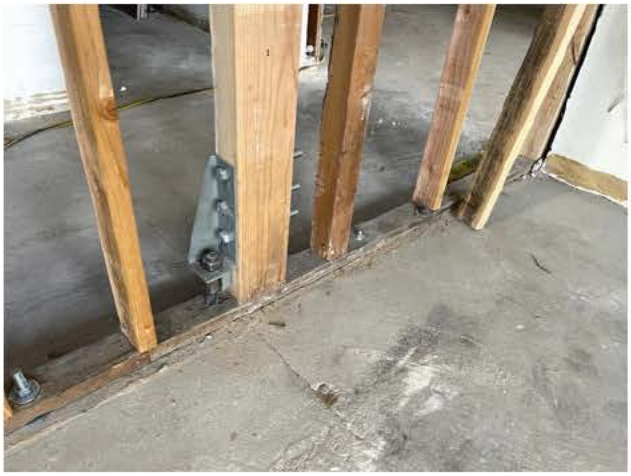
☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$300,000**	$0	$0	$0	$0	$0	$0	$300,000
Totals (1 groups)	**$300,000**	$0	$0	$0	$0	$0	$0	$300,000



Est. Operating Costs
N/A

Project Information

Title City Hall East Wing Seismic Improvements (Construction) **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification

The East Wing of City Hall requires seismic upgrades similar to those completed at the Police Department in 2021 since they are one structure. The project will include new sheer walls, isolation of the East Wing from the West Wing, new structural supports and beams, replacement of lighting, rerouting of sprinklers, network wiring and ventilation ductwork. There is a potential for unforeseen conditions as was encountered in the Police Department project.

The project also will require that the east wing remain vacant during construction and personnel be relocated. The design would also evaluate whether combining subsequent projects for bidding such as HVAC, carpeting, and roofing would be cost-effective.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$2,000,000	$0	$0	$0	$0	$0	$2,000,000
General Fund	**$0**	$0	$0	$0	$0	$0	$0	$0
Totals (2 groups)	**$0**	$2,000,000	$0	$0	$0	$0	$0	$2,000,000



Est. Operating Costs
N/A

Project Information

Title City Hall and Police Department Roof Recoating **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification The City Hall and Police Department roof (40,000 square feet) was last replaced over 15 years ago. This project would recoat the roof extending its life another five to seven years. This project will need to occur after the seismic work is completed. The cost to replace the roof is estimated at $950,000.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$50,000	$0	$0	$0	$0	$0	$50,000
General Fund	**$0**	$150,000	$0	$0	$0	$0	$0	$150,000
Totals (2 groups)	**$0**	$200,000	$0	$0	$0	$0	$0	$200,000



Est. Operating Costs
N/A

Project Information

Title City Hall East Wing HV[redacted]ement **#** 415

Category 80600 PUBLIC FACILIT[redacted]

Description and Justification The East Wing HVAC 30-ton unit was installed in 2009. It is located inside the build ng between the Engineering Division and the Police Department. Evaluation for replacement should begin starting at ten years This unit is 13 years old. The unit would be replaced after the seismic work.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$450,000	$0	$0	$0	$0	$0	$450,000
Totals (1 groups)	**$0**	$450,000	$0	$0	$0	$0	$0	$450,000



Est. Operating Costs
N/A

Project Information

Title City Hall East Wing Carpet **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project would replace the carpet/flooring in the East Wing after the seismic work is completed.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$165,000	$0	$0	$0	$0	$0	$165,000
Totals (1 groups)	**$0**	$165,000	$0	$0	$0	$0	$0	$165,000



Est. Operating Costs
N/A

Project Information

Title City Hall East Wing Furnishings and Workstations **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project would replace the furnishings and workstations in the east wing following the seismic work. Most of the furniture and workstations are over 20 years old and lack ergonomics found with the new furnishings recently installed at the Police Department.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$160,000	$0	$0	$0	$0	$0	$160,000
Totals (1 groups)	**$0**	$160,000	$0	$0	$0	$0	$0	$160,000



Est. Operating Costs
N/A

Project Information

Title City Hall West Wing and Hallway Carpet/Flooring **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project would replace the carpet/flooring in the West Wing and main corridor. The project was originally budgeted in FY20/21 but was deferred. Much of the carpet is over 20 years old and is mismatched in areas. This project would be coordinated with the workstation replacement project.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$0	$0	$0	$0	$0	$0	$0
General Fund	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000
Totals (2 groups)	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000



Est. Operating Costs
N/A

Project Information

Title City Hall West Wing Furnishings and Workstations **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project would replace the furnishings and workstations in the west wing. Most of the furniture and workstations are over 20 years old and lack ergonomics found with the new furnishings recently installed at the Police Department. It would also include hiring a consultant to help in the selection of cost-effective and modern options for the replacement of the workstations.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Spring 2023 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
Totals (1 groups)	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000



Est. Operating Costs
N/A

Project Information

Title City Hall West Wing HVAC Unit Replacement **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification The West Wing HVAC (30-ton unit) was installed in 2018. It is located inside the building adjacent to the boardroom. Evaluation for replacement should begin starting at ten years.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$0	$0	$0	$0	$0	$200,000	$200,000
General Fund	**$0**	$0	$0	$0	$0	$0	$250,000	$250,000
Totals (2 groups)	**$0**	$0	$0	$0	$0	$0	$450,000	$450,000



Est. Operating Costs
N/A

Project Information

Title City Council Chambers Security Improvements **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project will evaluate the current seating layout of council chambers, as well as other security options, and construct the improvements. As part of the project, an architect will prepare a preliminary design report on potential improvements for City Council's direction.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Spring 2023 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
Totals (1 groups)	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000



Est. Operating Costs
N/A

Project Information

Title Civic Center Security Improvements (CCTV, Access Control, Doors, etc.) **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project will install, upgrade, and/or integrate necessary security components including surveillance cameras, motion detectors, key card readers, and other improvements throughout the Civic Center and City facilities. This also includes the installation of sliding doors in the Human Resources area.

Priority

☐ Preventative / Proactive ✔ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design Spring 2023 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000
Totals (1 groups)	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000





Est. Operating Costs
N/A

Project Information

Title Cameras/Security Systems Evaluation **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification This project will evaluate the existing security systems (surveillance cameras, keycard access, etc.), conduct a site inspection of all City and Park facilities, and prepare a master plan document. This master plan will summarize all findings, prioritize needs based on risk, provide recommendations for improvements (both hardware and software), provide costs, and recommend best management practices. This will be a collaborative effort between the Police Department, Information Services, City Manager's office, Recreation and Community Services, and Public Works.

Priority

☐ Preventative / Proactive ✔ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design Spring 2023 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000
Totals (1 groups)	**$150,000**	$0	$0	$0	$0	$0	$0	$150,000



Est. Operating Costs
N/A

Project Information

Title Building Improvements **Fund #** 415

Category 80600 PUBLIC FACILITY PROJECTS

Description and Justification Various unassigned potential building maintenance and improvements at City Hall, Police Department and City Yard including floors, walls, disability access, etc., prior to the end of their useful life.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000
Totals (1 groups)	**$0**	$0	$0	$0	$250,000	$250,000	$0	$500,000



Est. Operating Costs
N/A

Project Information

Title Bicycle Master Plan (Pandemic Recovery) **Fund #** 415

Category 80900 OTHER PROJECTS

Description and Justification This plan would identify potential improvements to the existing bicycle route system. The plan would be incorporated into upcoming development projects with the goal of increasing bicycle ridership and safety and potential capital projects.

Priority

☐ Preventative / Proactive ☐ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$0	$100,000	$0	$0	$0	$0	$100,000
Totals (1 groups)	**$0**	$0	$100,000	$0	$0	$0	$0	$100,000

Est. Operating Costs
N/A



Project Information

Title Private Arterial Wall Rehabilitation (Pandemic Recovery) **Fund #** 415

Category 80900 OTHER PROJECTS

Description and Justification The project would assist with rehabilitating some segments of existing, privately-owned block walls along arterial streets that are 50+ years old and have fallen into disrepair. Items for improvement include addressing the peeling paint and any structural instability.

Priority

✔ Preventative / Proactive ✔ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$100,000	$575,000	$575,000	$550,000	$0	$0	$1,800,000
Totals (1 groups)	**$0**	$100,000	$575,000	$575,000	$550,000	$0	$0	$1,800,000



Est. Operating Costs
N/A

Project Information

Title Reclaimed Water Line Evaluation (Pandemic Recovery) **Fund #** 415

Category 80900 OTHER PROJECTS

Description and Justification Study to evaluate the feasibility of bringing reclaimed water to City parks and facilities, with the objective of providing reclaimed water to the newly renovated Arnold Cypress Park in the near future.

Priority

☐ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ✔ **New Facility**

Project Timeline

Design Spring 2023 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$50,000**	$0	$0	$0	$0	$0	$0	$50,000
Totals (1 groups)	**$50,000**	$0	$0	$0	$0	$0	$0	$50,000



Est. Operating Costs
N/A

Project Information

Title Reclaimed Water Line Project (Pandemic Recovery) **Fund #** 415

Category 80900 OTHER PROJECTS

Description and Justification Design and construction to provide reclaimed water to Arnold Cypress Park and other potential City parks and facilities.

Priority

☐ Preventative / Proactive ☐ Replacement / Refurbishment ☑ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Pandemic Recovery	**$0**	$400,000	$4,050,000	$0	$0	$0	$0	$4,450,000
Totals (1 groups)	**$0**	$400,000	$4,050,000	$0	$0	$0	$0	$4,450,000



Est. Operating Costs
N/A

Project Information

Title Arnold Cypress Park Rehabilitation - Construction **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification Construction of the Arnold Cypress Park Rehabilitation Project.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Spring 2023 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve Loan	**$0**	$15,000,000	$0	$0	$0	$0	$0	$15,000,000
Unfunded	**$0**	$5,000,000	$0	$0	$0	$0	$0	$5,000,000
Totals (2 groups)	**$0**	$20,000,000	$0	$0	$0	$0	$0	$20,000,000



Est. Operating Costs
N/A

Project Information

Title Civic Center Green Tree Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification There are a number of trees on the Civic Center green that are diseased and/or in various stages of decline. Staff will continue to monitor and will budget funds to replace up to two trees each year.

Priority

☐ **Preventative / Proactive** ✔ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Spring 2023 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$20,000**	$20,000	$22,500	$22,500	$25,000	$25,000	$27,500	$162,500
Totals (1 groups)	**$20,000**	$20,000	$22,500	$22,500	$25,000	$25,000	$27,500	$162,500



Est. Operating Costs
N/A

Project Information

Title Civic Center Tennis Court Resurfacing **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The six tennis courts were last resurfaced in 2020. The court surfacing manufacturer recommends resurfacing every seven to ten years, based on usability and existing conditions. This project will prepare the existing surface, crack seal, perform surface repairs, and apply new court surfacing and striping. The project will also evaluate and replace any equipment beyond its useful life, such as fences, windscreens, nets, posts, benches, trash cans, and other site furnishings.

Priority

✔ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$100,000	$0	$100,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$100,000	$0	$100,000



Est. Operating Costs
N/A

Project Information

Title Community Center Bathroom Counter Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The Community Center was last renovated in 2007. This project will replace the men's restroom countertop and plumbing fixtures which is cracked due to inappropriate use.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Winter 22/23

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000
Totals (1 groups)	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000



Est. Operating Costs
N/A

Project Information

Title Community Center Floor Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The Community Center was last renovated in 2007. This project will replace flooring throughout the entire facility with a resilient flooring system suited for the specific needs of each area (carpet tiles, vinyl flooring, tile, wood, dance room flooring, etc.).

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$450,000	$0	$450,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$450,000	$0	$450,000



Est. Operating Costs
N/A

Project Information

Title Community Center Roof Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification This project will replace the existing roof (15+ years old). Portions of the Community Center will need to close during the re-roof project and will be coordinated with Recreation and Community Services.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000
Totals (1 groups)	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000



Est. Operating Costs
N/A

Project Information

Title Oak Knoll Park Security Improvements **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification Oak Knoll Park is the City's largest park and is often the target of vandalism. This project will install security cameras at various locations to deter individuals from causing damage and graffiti to the various park facilities, restroom, and athletic fields. The camera will include infrared technology for low-light conditions and all cameras will be viewable by Cypress Police Department. The project will also include physical improvements such as fencing and other barriers.

Priority

☐ Preventative / Proactive ☐ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design Fall 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000
Totals (1 groups)	**$250,000**	$0	$0	$0	$0	$0	$0	$250,000

Est. Operating Costs
N/A



Project Information

Title Oak Knoll Park Sports Field Lighting Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification Replace field lighting at Oak Knoll Park with new modern energy-efficient LED lighting. The lighting is over 20 years old.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$360,000	$0	$0	$0	$0	$360,000
Totals (1 groups)	**$0**	$0	$360,000	$0	$0	$0	$0	$360,000



Est. Operating Costs
N/A

Project Information

Title Park Enhancements (City-wide) **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification In 2022, the City completed a three-year project to replace various park amenities, such as trash containers, water fountains, BBQ, benches, tables, signage, underground utilities, etc. This project allocated monies in future years to fund similar improvements as needed.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$300,000	$300,000	$600,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$300,000	$300,000	$600,000



Est. Operating Costs
N/A

Project Information

Title Park Irrigation Master Plan and Improvements **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification This project will evaluate all irrigation systems at parks throughout the city and recommend future improvements. A majority of the City's irrigation systems use aging controllers and technology that will no longer be supported and eventually obsolete. Upgrading and replacing the existing system will ensure ongoing support in the future and improved control/flexibility in creating more water-efficient irrigation schedules, resulting in up to 25% reduction in water use.

Priority

☐ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$75,000	$500,000	$500,000	$0	$0	$1,075,000
Totals (1 groups)	**$0**	$0	$75,000	$500,000	$500,000	$0	$0	$1,075,000

Est. Operating Costs
N/A



Project Information

Title Park Playground Equipment Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The existing play equipment at various parks is over 15 years old and in need of replacement. This project will replace the play equipment with new accessible structures that are more modern and unique compared to previous play equipment.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$350,000	$350,000	$350,000	$350,000	$1,400,000
Totals (1 groups)	**$0**	$0	$0	$350,000	$350,000	$350,000	$350,000	$1,400,000



Est. Operating Costs
N/A

Project Information

Title Park Playground Surfacing Sealing & Repairs **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification Public Works installed rubberized play surfacing at the majority of the parks between 2018-2020 to maintain compliance with the Americans with Disabilities Act (ADA). In order to preserve the surfacing, every five to seven years the areas must be resealed and/or patched due to wear/tear and high-impact areas (slide exits, swings, etc.).

Priority

✔ Preventative / Proactive ✔ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Winter 22/23 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$25,000**	$0	$0	$25,000	$25,000	$25,000	$25,000	$125,000
Totals (1 groups)	**$25,000**	$0	$0	$25,000	$25,000	$25,000	$25,000	$125,000



Est. Operating Costs
N/A

Project Information

Title Park Restroom - Sewer Repairs **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The sewer infrastructure for some City parks is decades old and in need of replacement. The sewer laterals contain deficiencies such as offset joints, cracks, and sag, that cause recurring plumbing issues. This project will either reline the pipe, upsize the pipe, or remove and replace the pipe via trenchless or open trench methods.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$0	$100,000	$100,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$0	$100,000	$100,000



Est. Operating Costs
N/A

Project Information

Title Park Restrooms Rehabilitation **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification This project allocates future monies to refurbish existing park restrooms with new paint, recoat floors, replace bathroom fixtures and other necessary improvements at various parks.

Priority

☐ **Preventative / Proactive** ✔ **Replacement / Refurbishment** ✔ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$0	$250,000	$250,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$0	$250,000	$250,000



Est. Operating Costs
N/A

Project Information

Title Park Shade Structure Repairs/Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification This project will replace the deteriorating wood shade structures with fabric shade sails at various parks. The wood structures require costly bi-annual maintenance, including wood replacement, staining, patching, hardware replacement, termite/pest control, and other condition defects due to exposure to the elements. Bi-annual maintenance of the wood structures is approximately $3,000. The fabric shade sails with steel posts are more durable and resilient to the elements, with the fabric shades requiring replacement every 10-15 years. Cost to replace the shade sails is approximately $5,000.

- FY 22/23 Manzanita and Peppertree
- FY 23/24 Maple Grove South and Essex
- FY 24/25 Rosen-Acacia
- FY 27/28 Shade Sail Repairs/Replacement at various parks

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Winter 22/23

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$80,000**	$85,000	$45,000	$0	$0	$25,000	$0	$235,000
Totals (1 groups)	**$80,000**	$85,000	$45,000	$0	$0	$25,000	$0	$235,000



Est. Operating Costs
N/A

Project Information

Title Parking Lot Seal Coat **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The resurfacing/seal-coating of various parking lots is scheduled based on the age of the parking lot, the level of deterioration, park usage, and date of last improvements (approximate seven year cycle). These parking lots exhibit signs of weathering, longitudinal and transverse cracks, and normal wear and tear. This seal-coat will provide a new surface to protect the existing subgrade from the elements.

- FY 22/23 Oak Knoll - south lot (resealed in 2015)
- FY 23/24 Senior Center (resealed in 2015)
- FY 24/25 Veterans Park (resealed in 2018), Oak Knoll - north lot (resealed in 2018)
- FY 25/26 Cedar Glen Park (resealed in 2019)
- FY 26/27 Evergreen Park (resealed in 2020)
- FY 27/28 Mackay Park (constructed in 2019)

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Winter 22/23 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$200,000**	$115,000	$160,000	$35,000	$35,000	$35,000	$0	$580,000
Totals (1 groups)	**$200,000**	$115,000	$160,000	$35,000	$35,000	$35,000	$0	$580,000



Est. Operating Costs
N/A

Project Information

Title Parks Interior/Exterior LED Lighting **Fund #** 415

Category 90000 PARK PROJECTS

Description and Justification This project will replace the existing interior and exterior light fixtures at the Senior Center and Community Center with energy-efficient light-emitting diodes (LEDs) fixtures.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$125,000	$0	$0	$0	$125,000
Totals (1 groups)	**$0**	$0	$0	$125,000	$0	$0	$0	$125,000

Est. Operating Costs
N/A



Project Information

Title Rosen Acacia Park Concrete and Disability Access Improvements **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification This project will replace all damaged concrete walking paths. The current concrete is damaged and many areas do not meet accessibility standards.

Priority

☐ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$200,000	$0	$0	$0	$0	$200,000
Totals (1 groups)	**$0**	$0	$200,000	$0	$0	$0	$0	$200,000



Est. Operating Costs
N/A

Project Information

Title Sports Field Improvements **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification Various improvements to athletic fields at City parks. Work may include irrigation repairs, turf replacement, dugout maintenance, field drainage improvements, fencing, and various items of work.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$50,000	$0	$50,000	$0	$50,000	$0	$150,000
Totals (1 groups)	**$0**	$50,000	$0	$50,000	$0	$50,000	$0	$150,000



Est. Operating Costs
N/A

Project Information

Title Veterans Park Sports Court Replacement/Improvements **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The sports facilities at Veterans Park are deteriorating and in need of repairs. This project will include the replacement of the basketball court, upgraded sports lighting, accessibility improvements, and other incident items of work. The project will only be funded should the Parks District receive Proposition 68 (non-competitive) grant funding.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Spring 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Prop 68 Grant	**$416,000**	$0	$0	$0	$0	$0	$0	$416,000
Park District Funds	**$104,000**	$0	$0	$0	$0	$0	$0	$104,000
Totals (2 groups)	**$520,000**	$0	$0	$0	$0	$0	$0	$520,000



Est. Operating Costs
N/A

Project Information

Title Veterans Park Pavilion and Restroom Replacement **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification The picnic pavilion at Veterans Park is deteriorating and in need of replacement. This project will evaluate the current needs for this location and will provide a new picnic structure (shade structure or shade sails), new plumbing, new picnic amenities, accessible paths of travel, and other miscellaneous work.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$100,000	$700,000	$0	$0	$0	$0	$800,000
Totals (1 groups)	**$0**	$100,000	$700,000	$0	$0	$0	$0	$800,000



Est. Operating Costs
N/A

Project Information

Title Senior Center Interior Improvements **Fund #** 212

Category 90000 PARK PROJECTS

Description and Justification These capital projects will rehabilitate and/or replace certain elements at the Senior Center, such as paint, lighting, flooring, plumbing, and doors. As identified in the Park and Recreation Facilities Inventory and Condition Assessment Report, various components of the heavily used Senior Center are in need of repairs and/or ongoing maintenance.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2022 **Construction** Summer 2023

Funding Detail

Funding Source	FY22/23 Budget - Year 1 (tot)	FY23/24 Year 2 (tot)	FY24/25 Year 3 (tot)	FY25/26 Year 4 (tot)	FY26/27 Year 5 (tot)	FY27/28 Year 6 (tot)	FY28/29 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$500,000**	$0	$0	$0	$0	$0	$25,000	$525,000
Totals (1 groups)	**$500,000**	$0	$0	$0	$0	$0	$25,000	$525,000



Est. Operating Costs
N/A

Appendix B: Traffic Fee Expenditures

Traffic Fee Expenditures

For the Fiscal Year Ending June 30, 2021

Last Five Fiscal Years

The table belows details the traffic fee revenues and expenditures over the last five fiscal years.

Description	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
REVENUES					
Traffic Migitation Fee 234-3628-99999	$ 78,441	$ 120,520	$ 16,597	$ 128,362	$ 8,077
Regional Traffic Fee 235-3629-99999	6,759	10,691	1,437	11,140	711
Investment Earnings & Other Revenues	7,951	13,406	16,338	14,182	3,691
Total Revenues	**$ 93,151**	**$ 144,617**	**$ 34,372**	**$ 153,684**	**$ 12,479**
EXPENDITURES					
Traffic Signal Left-Turn Modifications	$ -	$ -	$ 263,504	$ -	$ -
Traffic Signal Battery Backup System	-	220,717	-	-	-
Traffic Signal Improvements at Various Locations *	61,869	-	-	147,214	-
Intersection Widening and Traffic Signal Improvement**	-	-	-	-	73,323
Total Expenditures	**$ 61,869**	**$ 220,717**	**$ 263,504**	**$ 147,214**	**$ 73,323**

* Includes Cypress High School and Traffic Counts

** Includes Cerritos Avenue/Lexington Drive (partial)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING THE SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2022-23 THROUGH FISCAL YEAR 2028-2029

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

WHEREAS, the City of Cypress desires to maintain and improve the City's infrastructure; and

WHEREAS, it is important for the City to develop a long-range plan showing its capital improvement needs in priority order and setting forth a plan for financing those needs; and

WHEREAS, the City Council finds and determines that the CIP is consistent with the Cypress General Plan and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3);

WHEREAS, in accordance with the requirements of the Charter of the City of Cypress, California, the City of Cypress is required to adopt a resolution to approve the Seven-Year Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, does hereby:

1. Approve the Seven-Year Capital Improvement Program FY 2022-23 through FY 2028-29, incorporated herein by reference.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 13th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 13th day of June, 2022, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **21.**

FROM: Alicia Velasco, Planning Director

DATE: 06/13/2022

SUBJECT: **Approve a Contract Services Agreement with CASC Engineering and Consulting and a Task Order with LSA and Associates for the Business Parks Modernization and Integration Project**

RECOMMENDATION

1. Approve a contract services agreement with CASC Engineering and Consulting for the modernization and integration of the City's Business Park Specific Plans in the amount of $199,916; and

2. Approve a task order for LSA Associates for the preparation of an Initial Study and Mitigated Declaration for $60,300; and

3. Appropriate $60,300 of Pandemic Recovery Plan set-asides in the General Fund for the Initial Study and Mitigated Negative Declaration.

DISCUSSION

The City Council's Strategic Plan includes an objective to modernize and integrate the City's Business Parks (not including the Cypress Town Center and Commons 2.0 Specific Plan). Six of Cypress' Business Park specific plans, encompassing 642 acres, are included in the project. The original specific plan was adopted in 1978 (The Lusk Specific Plan) and the others were approved throughout the 1980s and 1990s. The recommended project will modernize the Business Park specific plans, the majority of which are 40 years old, into a single, comprehensive plan. The modernized, comprehensive specific plan will provide clear development standards that are more appropriate in today's economic climate and will help ensure the Business Parks' and Cypress' ongoing success.

The current Business Parks are successful, and the project aims to ensure their continued utility by fine-tuning them, not fundamentally changing them. As one would expect given their age, the plans are dated and because they were created before any of the Business Parks were actually built should be adapted to respond to our ever-evolving local economy and keep them (and Cypress) competitive. Examples of antiquated and out-of-date elements and standards in the specific plans include:

- Landscape requirements within all specific plans are out of compliance with State and Golden State Water drought restrictions and water conservation laws
- The McDonnell Center Specific Plan project review process is inconsistent with the Municipal Code and confuses permitting
- Many outdated and undefined uses are included (e.g. rubber stamp manufacturing, lithography, and animal feather processing)

Modernizing the plans will create economic development opportunities and attract new businesses and industries to Cypress. The project's broad goals are: combine all specific plans into a single cohesive plan with comprehensive performance standards; update and define terminology; establish clear and uniform entitlement and permitting requirements consistent with the Municipal Code; and future-proof the plan. Importantly, the project does not propose drastic changes to the existing plans, nor does it consider permitting residential uses in the Business Parks.

Business Park Advisory Committee (BPAC)

Work toward the project's goals will be in partnership with a Business Park Advisory Committee comprised of key Business Park stakeholders. The original Business Park specific plans were prepared in collaboration with planning professionals and Business Park property owners and considering the success of that approach, a similar collaboration is recommended for the modernization and integration project. The BPAC will assist in identifying local issues, constraints, and opportunities and includes seven representatives:

- The two largest property owners and Business Park partners: Warland Investments Company and Cypress Land Company
- A hotel
- The Chamber of Commerce
- A small business
- A large business
- A commercial real estate broker

The BPAC will advise the Planning department as it develops recommended enhancements to the modernized specific plan, which will come before the City Council as a public hearing to provide the City Council and the community a publicly noticed, formal opportunity to comment on the plan.

CASC Engineering and Consulting Contract

A request for proposals (RFP) was issued for specialized planning and real estate expertise necessary for the project. The RFP was posted on the website, published in the Orange County Register, and provided to 10 qualified consulting firms. Four proposals were received: Interwest, Michael Baker International, CASC Engineering and Consulting, and KTGY Associates. The proposals submitted by Interwest ($249,760) and KTGY ($245,600) did not effectively address the tasks outlined in the RFP. Michael Baker ($288,532) and CASC Engineering submitted the most comprehensive proposals and were interviewed. CASC is a local multidimensional firm and was determined to have the most relevant experience and to be the best qualified firm. CASC and the Planning department refined the scope of work to achieve the project's intent at a cost of $199,916. It is recommended the City Council approve the contract services agreement with CASC Engineering.

Task Order for Environmental Review and General Fund Appropriation

The project requires review and analysis to ensure there are no negative environmental impacts associated with it. The appropriate level of environmental review is an Initial Study and associated Mitigated Negative Declaration (IS/MND). An IS/MND is a technical analysis to determine if the project will have an impact on the environment. If an environmental impact is identified, it will be mitigated (reduced) to the fullest extent possible. Considering the project does not envision significant changes to the Business Parks' land uses, no environmental impacts are anticipated. A $60,300 task order for the City's on-call environmental consultant, LSA Associates, is recommended to complete the required environmental analysis and documentation.

The cost to modernize and integrate the Business Park Specific Plans is funded through the Pandemic Recovery Plan (reclassified American Rescue Plan Act funds). However, the environmental review is a separate analysis, which requires an appropriation. It is recommended the City Council approve a $60,300 appropriation from the Pandemic Recovery Plan fund balance set-aside in the General Fund for business recovery and support to pay for the task order.

Schedule
It is anticipated that the project will be initiated in the late summer 2022 and ready for City Council consideration in early 2024.

BUDGET IMPACT

The General Fund budget includes $200,000 of Pandemic Recovery Plan set-asides for the Business Parks specific plans modernization. An additional appropriation of $60,300 is necessary to prepare the required environmental analysis. Sufficient Pandemic Recovery Plan fund balance set-asides are available in the General Fund for business recovery and support to pay for these additional costs.

LEGAL REVIEW

Contract is approved as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

CASC Contract and Scope of Services
LSA Task Order

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

CASC ENGINEERING AND CONSULTING

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
CASC ENGINEERING AND CONSULTING

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2022 by and between the City of Cypress, a California municipal corporation ("City") and CASC Engineering and Consulting ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $199,916.00 (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less

contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Frank Coyle	Director of Planning
(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 Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years

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

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, 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 Contractor'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 Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City 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] mef
> Contractor 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 Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City 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 Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's 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 Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and

records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give

notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq*.)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials mef

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

_____
, Mayor

ATTEST:

_____
Alisha Farnell City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONSULTANT:

CASC Engineering and Consulting, Inc.

By: Michelle E. Furlong
Name: Michelle E. Furlong
Title: Secretary/Treasurer

By: _____
Name: Richard J. Sidor
Title: President

Address: 1470 E. Cooley Drive
Colton, CA 92324

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

METHODOLOGY FOR MODERNIZATION & INTEGRATION (NARRATIVE)

CASC understands that the City of Cypress ("City") is soliciting proposals from a highly qualified Planning Consultant to assist the City in undertaking the modernization and integration of six (6) Specific Plans that comprise the Cypress Business Park into one (1) cohesive guiding document ("Project"). As requested in the City's RFP, the CASC Team has exceptional investment in community engagement and consensus-building; take a holistic and interdisciplinary approach; ground the realities of markets, culture, and landscape; and provide effective visualizations that bring future potential to life. CASC is committed to pursuing equity, livability, and sustainability through creating efficient urban environments. We enjoy assisting communities create compelling visions that excite the public and generate a commitment and ownership to move them forward. At the same time, these visions are combined with hard analysis and rigorous strategies that demonstrate how the vision can be achieved, who should sponsor the strategies, how each can be funded, and how to get started on implementation. Finally, our experience working with government and public entities is matched by private-sector work that demonstrates our understanding of the perspective of property owners, developers, and other business owners.

METHODOLOGY/WORK PLAN

TASK 1. PROJECT MANAGEMENT

1.1 PROJECT KICK-OFF MEETING

Once the Notice to Proceed (NTP) has been authorized by the City, CASC's Director of Planning, Frank Coyle and assigned Planner will coordinate and attend one (1) Project Kick-Off Meeting in-person, by phone, or by video teleconference with City Staff. The purpose of this meeting is to discuss the Work Plan, Preliminary Project Description, Project Timeline, Public Engagement Activities, and will identify team responsibilities, important goals and milestones, and quality control procedures for the Project in detail with Staff. Following the meeting, CASC will refine the Work Plan, prepare a detailed Project Timeline with goals and milestones that lead toward Project adoption, develop an initial list of Stakeholders to be interviewed, and review the Project Management Program that will ensure the Project is completed on time and within budget.

1.2 SITE VISIT

CASC will conduct one (1) site visit of the Business Park Specific Plan area to confirm the vision of the development guidelines and policies within each Specific Plan area. CASC will collect a visual inventory of existing development standards for building heights, lot coverages, and parking, and design characteristics such as architectural styles, frontages, windows, landscaping, and more to inform this process and the eventual standards. CASC will create an internet-based Project shared folder to upload all photos and notes gathered during the site visit for City Staff to review.

1.3 UAS Aerial Observations

CASC's in-house licensed UAS Pilots will provide aerial observations of the City's Business Park Specific Plan area that will be uploaded to the internet-based Project shared folder for the City's review. The Unmanned Aircraft Systems (UAS) shall be piloted by an individual (Pilot) holding a valid Remote Pilot Airman Certificate issued by the Federal Aviation Administration (FAA) in accordance with Title 14 of the Code of Federal Regulation (14 CFR) Part 107. CASC will provide Project Documentation Flights and will be documented through high-resolution aerial videography (4K). CASC will utilize video editing software to create an appealing and informative video product. The photography and aerial videography may be used on the Project Website, social media, and marketing collateral for the Project. Photography will also be used within the Specific Plan document. The purpose of this subtask is to provide the City with a snapshot of the surrounding environment around the Specific Plan area and identifying local geographic points of the Specific Plan.

Note: CASC will identify the Project areas' location to nearby Airports and Emergency Helicopter Landing Facilities to determine applicability. Prior to a UAS drone flight, CASC must obtain FAA approval.

1.3 PROJECT MANAGEMENT & COORDINATION

From the Kick-Off Meeting to the Project closure phase, CASC will provide ongoing project management to ensure the Project is delivered on time and within budget. This task includes ongoing coordination and monthly one-hour project management team meetings by phone. Project Director, Frank Coyle, will attend each team call, with other CASC Team members participating as needed to address key issues or inform Project deliverables and next steps. CASC will prepare brief agendas for each call, as well as summary emails highlighting action items and next steps. This task includes project set-up, close-out, monthly invoicing, and is based on a 12-month schedule beginning in April of 2022. CASC has allocated a total of forty (40) hours to this Task.

TASK 1 DELIVERABLES:

- ✓ Attend one (1) Project Kick-Off Meeting
- ✓ Refined Work Plan and Project Timeline
- ✓ Meeting Agenda and Meeting Minutes
- ✓ One (1) Site Visit
- ✓ Aerial Drone Photography and Videography
- ✓ Internet-based Project shared folder
- ✓ Ongoing Project Management and Coordination (Up to 40 hours)
- ✓ Monthly Project Team Coordination Calls, Agendas, Summary Notes, and Action Items via email
- ✓ Monthly Invoices, Brief Progress Reports, and Budget Updates

TASK 2. RESEARCH AND DATA GATHERING

2.1 REVIEW CYPRESS BUSINESS PARKS SPECIFIC PLANS AND RELATED DOCUMENTS

Following the Kick-Off Meeting (Subtask 1.1), CASC will conduct due diligence research to further develop a strategy to modernize and integrate the six (6) Specific Plans into one (1) cohesive document. CASC will work closely with the City and leverage our familiarity with the City's development existing conditions, community character, entitlement process, other relevant planning efforts underway, and the history of community input processes to date to begin outlining policies, processes, and resources that are working well for the City or could be improved, and to identify policy needs that should be addressed during the planning process. This task will include reviewing the following documents:

- → PC – 1: Lusk/Cypress Industrial Park Specific Plan (1978)
- → PC – 2: Cypress Corporate Original and Amended Specific Plan (1981/1989)
- → PC – 3: McDonnell Center Amended Specific Plan (1994)
- → PC – 4: Warland/Cypress Business Center (1984)
- → PC – 5: Cypress View Limited Specific Plan (1985)
- → PC – 6: Cypress Commercial Center and Residential Specific Plan (2020) *
- → PCM Planned Commercial/Light Industrial Zone
- → City of Cypress General Plan (specifically the Land Use Element, Growth Management Element, and Implementation section), and General Plan Environmental Impact Report
- → City of Cypress General Plan Land Use Policy Map

**CASC understands that the Project does not include the Cypress Town Center and Commons Specific Plan 2.0 but will review the information within the document to use as a guide in the preparation of the single cohesive document.*

2.2 DUE DILIGENCE MEMORANDUM

CASC will prepare a Due Diligence Memorandum that will summarize key findings from Subtask 2.1. The Memorandum will be provided in table and text format and will include a summary of required laws and legislation to consider, desired improvements from City Staff and the CASC team, and a Specific Plan comparison matrix. CASC will work with City Staff and provide an outline to the Memorandum to ensure the content layout satisfies the City's needs. The structure for the Memorandum may be as follows:

I. Introduction, Purpose, Vision, City History, General Plan Consistency, Municipal Code Consistency, and a brief analysis of the six (6) Specific Plans.
II. Due Diligence Research for each of the six (6) Specific Plans, Figures, and Exhibits
    a. This will summarize the general development plan, landscape standards, irrigation standards, each planned community (PC), and entitlement process.
III. Opportunities and Constraints Analysis
    a. This will summarize the opportunities and constraints as they pertain to economic development, location and land use, property owners, plans and policies, traffic and circulation, water, storm drain and flood protection, public services, and environmental issues.
IV. Comparison Matrix

The Due Diligence Memorandum will be submitted to the City for review. The memorandum will include up to one (1) review cycle. If additional review cycles are requested, they will be prepared under separate authorization.

2.3 ECONOMIC ANALYSIS (TNDG)

CASC's teaming partner, The Natelson Dale Group, Inc. (TNDG), will provide an economic analysis to support the process of updating and integrating the existing Specific Plans. The economic analysis will include two (2) major components:

- A **business sector analysis** to identify specific industries that offer strong potentials for high-quality economic growth (i.e., job creation) in Cypress; and
- A **real estate market analysis** to forecast demand for future industrial and office development within the Business Park areas.

2.3.1. Business Sector Analysis

The purpose of the business sector analysis will be to identify target industries for Cypress, based on the expectation that modernized business park facilities would enable the City to attract a larger share of regional growth sectors. This analysis would include the following steps:

- Compile detailed data (6-digit NAICS code level) on current and recent historic employment in Cypress.
- Evaluate the City's comparative strengths relative to the larger Orange County and southern California regions, utilizing standard economic analysis techniques such as location quotient and shift-share analysis.
- Evaluate City's linkages to relevant regional industry clusters (i.e., key growth industries regionally).
- Identify specific industries that Cypress would be well positioned to retain, expand and attract.

To facilitate efficient completion of the target industry analysis, TNDG would utilize customized employment data from EMSI.

2.3.2. Real Estate Market Analysis (Industrial/Office Demand Projections)

Utilizing the datasets compiled in the business sector analysis, TNDG will prepare customized versions of its real estate demand forecasting models. These models project future opportunities for local development based on anticipated regional employment and population growth. For this study, the models would address the following land uses:

- Office Industrial/R&D space
- Office space
- Ancillary retail/restaurant space appropriate for a business park setting

The "bottom line" findings of the real estate demand analyses will be expressed in terms of square feet of supportable building space by land use (over a 10-year forecast horizon). The supportable building square footages will also be translated to land/site acreage requirements for planning purposes.

TASK 2 DELIVERABLES:

✓ One (1) electronic copy of the Outline of the Memorandum in Microsoft Word format.

- ✓ Two (2) electronic copies of the Due Diligence Memorandum; One (1) copy in Microsoft Word format and one (1) copy in PDF format.
- ✓ Memorandum report (draft and final) for Business Sector/Target Industry Analysis
- ✓ Memorandum report (draft and final) for Real Estate Demand Analysis

TASK 3. COMMUNITY OUTREACH

CASC's Community Outreach Program is flexible and provides the City with various options to choose from. CASC proposes to conduct the community engagement activities in virtual format. If the City prefers in-person, it will be provided under separate authorization. CASC's Community Outreach Program will be discussed during the Project Kick-Off Meeting (Subtask 1.1).

3.2 BUSINESS PARK ADVISORY COMMITTEE (VIRTUAL)

CASC will plan and facilitate monthly virtual meetings with the Business Park Advisory Committee. CASC assumes up to six (6) monthly meetings. Additional meetings will be provided under separate authorization. The Business Park Advisory Committee will identify local issues, constraints, opportunities, development potential, and review alternative land use scenarios. The Committee Members will consist of property owners, landowners, tenants, residents, and City Staff. The following provides a list of proposed discussion topics that may be discussed and reviewed at the monthly meetings:

Land Use/Zoning	Circulation	Infrastructure	Urban Design	Implementation/ Marketing
• Current land uses • Opportunities for new uses • Nearby public services	• Freeway access • Road quality • Visibility from the freeway • Pedestrian access • Rail access	• Areas Lacking: utilities, streets, and lighting • Unattractive areas	• Cohesive image • Community identity • Signage • Landscaping • Trash	• Poorly developed or underdeveloped areas • Implementation measures to attract quality projects into the area

3.4 PUBLIC ENGAGEMENT WORKSHOPS (VIRTUAL) – Optional*

CASC will collaborate with City Staff in the preparation for and execution of up to one (1) Community Workshop to provide the community and decision makers with basic knowledge focused on the Master Business Park Specific Plan document. CASC assumes the community workshop will be held in-person at a community event. Time for this workshop will include graphics and printed materials to hand-out to the community, tables, easels, etc. This task will be discussed with City Staff prior to initiation.

TASK 3 DELIVERABLES:

- ✓ Up to six (6) virtual monthly Business Park Advisory Committee meetings a brief memorandum of each discussion
- ✓ Outreach materials in English and Spanish
- ✓ One (1) Virtual Public Engagement Workshops – Optional*

TASK 4. GRAPHIC DESIGN IDENTITY AND DOCUMENT LAYOUT

4.1 PROJECT IDENTITY AND TEMPLATES – Optional*

CASC's in-house professional graphic design team will create an exciting and cohesive Project identity for the Master Business Park Specific Plan and related outreach materials. CASC will prepare a series of templates with the selected Project identity and branding. To ensure a consistent and unified identity of the Master Business Park Specific Plan process as well as efficient and cost-effective production, CASC encourages the use of these templates for all plan and outreach related materials. The templates can include presentation slides, reports, postcards, and outreach flyer template and will be confirmed in consultation with City Staff.

As an optional item, CASC will develop three (3) draft Project logo concepts with taglines and color schemes for review, eventually selecting one (1) final logo, tagline and color scheme. There will be two rounds of review and the City will provide consolidated comments for both rounds of review. CASC will prepare the logo in electronic formats compatible with any prescribed design guidelines provided by the City.

4.2 CONCEPTUAL PLANS, DIAGRAMS, AND ILLUSTRATIONS

CASC's in-house professional graphic design team and GIS Specialists will create modernized exhibits, figures, and graphics for the Master Business Park Specific Plan document. CASC's go-to subconsultant NUVIS Landscape Architecture (NUVIS) will assist with the preparation of a selection of graphics (Subtask 4.2.1) that will be incorporated throughout the Master document for a more appealing look and modern feel.

An example of the graphics created in-house will include but is not limited to:

- Master Business Park Specific Plan Area Map
- Planning Areas/District Overlay(s)
- Master Business Park Specific Plan Zoning Map/District Overlay(s)
- Master Business Park Specific Plan Roadway Network
- Master Business Park Specific Plan Pedestrian Network
- Master Business Park Specific Plan Bicycle Network
- Master Business Park Specific Plan Water System Infrastructure
- Master Business Park Specific Plan Sewer and Storm Drain Infrastructure
- Building Height, Massing, and Façade Articulation
- Landscape standards
- Parking, lightings, and signage standards

We would invite City Staff representatives to join us for portions of this working session or can later brief staff on the results. After reviewing these ideas with Staff, we will illustrate these concepts and suggestions through a variety of media, including hand sketches, neighborhood diagrams, connectivity diagrams, 3-D modeling, and photographs of precedents that illustrate building and public space typologies and design character that may play a role in the plan. Then, depending on direction from Staff, we might also share these concepts with key stakeholders and property owners, prior to presenting at a second public meeting.

4.2.1. Landscape Graphic Exhibits (NUVIS)

CASC's teaming partner NUVIS, will prepare up to ten (10) illustrative exhibits to help convey the intent of the newly consolidated Specific Plan for the Cypress Business Park. Graphic exhibits will be in color and may include cross sections, setbacks, parking, street treatments, residential buffers, illustrative plan/conceptual site plan renderings. Graphics will be provided digitally to the Prime Consultant. NUVIS will include one (1) round of revisions. NUVIS may provide additional graphics on a per graphic basis, under separate authorization. NUVIS may provide computer generated graphics to help convey the design intent. The exact nature of the graphics would be determined upon award of contract and negotiation with the Agency.

TASK 4 DELIVERABLES:

- ✓ Project Identity and Templates – Optional*
- ✓ Project Logo – Optional*
- ✓ Conceptual Plans, Diagrams, and Illustrations (This will be decided upon coordination with the City)
- ✓ Up to ten (10) Illustrative Landscape Graphic Exhibits

TASK 5. DRAFT MASTER BUSINESS PARK SPECIFIC PLAN

5.1 MASTER BUSINESS PARK SPECIFIC PLAN OUTLINE AND FORMAT

CASC will prepare a draft outline and recommended format for the Master Business Park Specific Plan meeting the requirements of Government Code §65450-65457 and will deliver to City Staff for review and comment. CASC will meet with Staff to review, discuss and refine the formatting of the document prior to initiating work on the Draft

Master Business Park Specific Plan. We would suggest a structure generally as follows but would be flexible to ensure that its organization and contents meet the City's needs and preferences.

A. Chapter 1: Introduction, Setting, Purpose and Authority: This chapter will describe the background and purpose for the Plan; briefly summarize the planning and transportation setting; and describe the relation to other plans, including the General Plan, and the Cypress Town Center and Commons Specific Plan 2.0. A short policy summary from those documents may be included, and a more extensive General Plan Consistency narrative may be included as an appendix, if appropriate.

B. Chapter 2: Vision: This chapter will present the community's vision for the Plan Area. The Vision will describe and illustrate the various dimensions of that vision in an integrated presentation, including land use and urban form, public realm and mobility, economic development, and high-level implementation strategies. It will tell the story of the community's hopes for the area's long-term future, and how the plan will enable the systematic coordination of each increment of public and private reinvestment toward that future vision.

C. Chapter 3: Land Use, Urban Form, Character and Preservation: This chapter will focus on permitted land uses, district boundaries, land use regulations, development standards, and design guidelines intended to shape new investment into the types and forms envisioned for the Specific Plan Area, coordinating a number of independent development projects built at different times to deliver an urban place with a coherent vocabulary of building forms and frontages that are consistently oriented to the safety and comfort of the pedestrian.
    a. CASC has reviewed all six (6) Specific Plans and intend to incorporate many of the clear observations and keen analysis that inform that documents in the new Master Specific Plan. We believe that the building typologies presented in that plan provide a solid foundation for thinking about the patterns, forms, massing and character of new development south of the tracks. Not to copy these historic buildings, but to learn from and relate to them in ways that generate a unique sense of place and new value for the area.
    b. If the City elects to place the applicable zoning regulations in Title 16 of the Municipal Code, this chapter will include an overview of the intentions and parameters of those regulations, as an introduction to and coordinated with the design guidelines. Or if the City prefers, the development standards (and potentially land use regulations as well) could be organized as the initial section of this chapter, followed by and integrated with design guidelines. This could be organized as a form-based code or some other hybrid form. In any case, we expect that the development standards will include a graphically oriented presentation of standards for land use; site design; building size, scale, massing and orientation to the public realm; and parking standards and sharing protocols.

D. Chapter 4: Public Realm, Mobility and Infrastructure: This chapter will focus on the public space network within and surrounding the Plan Area, addressing its physical design (streetscapes, public open space design, tree preservation and urban forest enhancement), its circulation operations (vehicular, pedestrian, bicycle and transit functions), and the utility systems that underlie and support the development of the area. These subjects need not all be combined in a single chapter, but as the topics must be well and tightly integrated in a compact development patterns such as the transit-oriented district, we find that integrating them into a single, multi-dimensional presentation can be quite clear. This critical chapter will be the result of tight collaboration by all team members.

E. Chapter 5: Administration and Implementation: This chapter will provide the entitlement process for the various land uses to assist with expediting projects through the City's entitlement process. This chapter will also outline strategies for systematic change, phasing possibilities or options, and public sector and private developer responsibilities for the phased implementation of public improvements to support new development.

5.2 ADMINISTRATIVE DRAFT MASTER BUSINESS PARK SPECIFIC PLAN

Based on the Framework Plan, as adjusted through discussions with City Staff, we will prepare a complete draft of the Master Business Park Specific Plan and related zoning. We would anticipate requesting a meeting with City Staff around the mid-point of preparation of the Draft Plan, to review and confirm a range of important details. We will deliver the Draft Documents to Staff for review. To inform and support the Draft Plan, CASC will outline an economic development strategy and mix of land uses and development programs for the Plan Area. This market feasibility report will provide forecasts of absorption, development cash flow analyses and a phasing strategy based on identified

capture rates and long-term trends in the local economy, so assist the City, property owners, and others in evaluating the draft policies, priorities and regulations of the Plan. This Task includes up to two (2) review cycles.

5.3 DRAFT MASTER BUSINESS PARK SPECIFIC PLAN

CASC will prepare the Draft Master Business Park Specific Plan based on one (1) set of consolidated comments received from the City on Subtask 5.2. CASC will revise the Draft Master Business Park Specific Plan Document in both track-changes version and a version with all changes accepted and addressed in response to City comments.

5.4 PUBLIC REVIEW DRAFT MASTER BUSINESS PARK SPECIFIC PLAN

Once the public has reviewed the second Administrative Draft Master Business Park Specific Plan, the CASC Team will make all revisions approved by City staff to produce the public review draft Master Business Park Specific Plan. The Master Business Park Specific Plan will be easily accessible to the public and will include graphics and tables to facilitate understanding of complex ideas.

5.5 FINAL MASTER BUSINESS PARK SPECIFIC PLAN

Following final Planning Commission/City Council direction on the Master Business Park Specific Plan, the CASC Team will prepare the final document to incorporate Planning Commission/City Council direction. This version will be used for the second reading for adoption. In the budget, we have allocated a certain number of hours to prepare the final document. If final Council direction for document revisions requires additional effort beyond that indicated, we will bill for the additional hours as additional work with prior authorization from City staff.

TASK 5 DELIVERABLES:

- ✓ Master Business Park Specific Plan Outline and Format
- ✓ Administrative Draft Master Business Park Specific Plan
- ✓ Draft Master Business Park Specific Plan
- ✓ Public Review Draft Master Business Park Specific Plan
- ✓ Final Master Business Park Specific Plan

TASK 6. PUBLIC HEARINGS

6.1 PUBLIC HEARINGS

The CASC team will attend one (1) Planning Commission hearing and one (1) City Council hearing and will provide support for these hearings either in-person or via telecommunication or virtual meeting. CASC will prepare presentations, informational materials, and be prepared to respond to questions/comments at the request of the City.

TASK 6 DELIVERABLES:

- ✓ One (1) Planning Commission Public Hearing
- ✓ One (1) City Council Public Hearing

TASK 7. DRAFT FORMS/PROCEDURAL CHANGES – Optional*

7.1 PREPARATION OF DRAFT FORMS AND PROCEDURAL CHANGES

CASC will provide draft provisions relating to the Business Park Specific Plan administration, permit processing, and legislative actions (e.g., Code amendments, Development Agreements). CASC will assess the existing process and reviewing body for each entitlement/action and coordinate with City staff to determine if revisions to processes and/or reviewing bodies are necessary. CASC will include a table that clearly identifies the review body for each type of entitlement: Community Development Director, Zoning Administrator, Development Review Committee, Planning Commission, and City Council. A major focus of this effort will be to identify strategies to streamline the entitlement and permitting processes, consistent with City directives through the entitlement process. CASC believes that a three-tier system for minor modifications may be desired to provide flexibility where existing standards may not be applicable. CASC will also coordinate with the City to determine which types of projects will be subject to which review tier.

In addition, CASC will prepare a "Quick Guide" for City Staff, Applicants, Stakeholders, and the Public to utilize in the form of Development Review Flowcharts. CASC will prepare one (1) master flowchart under this Subtask. Based on discussions with City Staff, CASC will provide an "Entire Application Intake and Entitlement Process Flowchart". This flowchart will include a step-by-step process from the time an Applicant enters City Hall to internal review among City Staff to the determination of the Entitlement process to the approval and adoption. This Subtask will include up to three (3) review cycles.

TASK 7 DELIVERABLES:

- ✓ Draft Forms and Procedural Changes (This will be decided upon coordination with the City)
- ✓ One (1) Master Application Intake and Entitlement Process Flowchart

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. [When applicable] **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

II. [When applicable] **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance appropriate to the provision of design services. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

III. [When applicable] **Section 5.4 shall be amended to read as follows:**

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

IV. [When applicable] **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best'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 Contractor agrees that the

minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

V. [When applicable] **Section 5.6 shall be added as follows:**

"Payment Bond for contracts over $25,000.¬ Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand dollars ($25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

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

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

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

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

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a

payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

VI. [When applicable] **Section 5.7 shall be added as follows:**

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

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

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

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

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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Compensation

Task #	Task	CASC ENGINEERING														NUVIS				NATELSON DALE				
		Director		Senior PM		Senior Planner		Associate Planner		Marketing Specialist		GIS Specialist		UAS Pilot		Principal		Senior Associate		Principal		Senior Associate		
		Hour	$ 210.00	Hour	$ 182.00	Hour	$ 140.00	Hour	$ 116.00	Hour	$ 106.00	Hour	$ 116.00	Hour	$ 195.00	Hour	$ 170.00	Hour	$ 160.00	Hour	$ 265.00	Hour	$ 210.00	Total
Task 1 - Project Management																								
1.1	Project Kick-Off Meeting	2	$ 420.00	0	$ -	0	$ -	2	$ 232.00	2	$ 212.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 864.00
1.2	Site Visit	1	$ 210.00	0	$ -	0	$ -	4	$ 464.00	4	$ 424.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 1,098.00
1.3	UAS Aerial Observations - Optional*	0	$ -	0	$ -	0	$ -	0	$ -	9	$ 954.00	8	$ 928.00	30	$ 5,850.00	0	$ -	0	$ -	0	$ -	0	$ -	$ 7,732.00
1.3	Project Management and Coordination (65)	50	$ 10,500.00	0	$ -	5	$ 700.00	5	$ 580.00	5	$ 530.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 12,310.00
	Subtotal:	**53**	**$ 11,130.00**	**0**	**$ -**	**5**	**$ 700.00**	**11**	**$ 1,276.00**	**20**	**$ 2,120.00**	**8**	**$ 928.00**	**30**	**$ 5,850.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**$ 22,004.00**
Task 2 - Research and Data Gathering																								
2.1	Review Business Park Specific Plans and Related Documents	2	$ 420.00	0	$ -	0	$ -	8	$ 928.00	6	$ 636.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 1,984.00
2.2	Due Diligence Memorandum	4	$ 840.00	0	$ -	0	$ -	45	$ 5,220.00	12	$ 1,272.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 7,332.00
2.3	Economic Analysis (TNDG)																							
	2.3.1 Business Sector Analysis	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	20	$ 5,300.00	43	$ 9,030.00	$ 14,330.00
	2.3.2 Real Estate Market Analysis	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	18	$ 4,770.00	45	$ 9,450.00	$ 14,220.00
	Subtotal:	**6**	**$ 1,260.00**	**0**	**$ -**	**0**	**$ -**	**53**	**$ 6,148.00**	**18**	**$ 1,908.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**38**	**$ 10,070.00**	**88**	**$ 18,480.00**	**$ 37,866.00**
Task 3 - Community Outreach (Virtual)																								
3.1	Business Park Advisory Committee (6)	12	$ 2,520.00	0	$ -	0	$ -	12	$ 1,392.00	14	$ 1,484.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 5,396.00
3.2	Public Engagement Workshops (1) - Optional*	4	$ 840.00	0	$ -	4	$ 560.00	4	$ 464.00	8	$ 848.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 2,712.00 *
	Subtotal:	**16**	**$ 3,360.00**	**0**	**$ -**	**4**	**$ 560.00**	**16**	**$ 1,856.00**	**22**	**$ 2,332.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**$ 8,108.00**
Task 4 - Graphic Design Identity and Document Layout																								
4.1	Project Identity and Templates - Optional*	2	$ 420.00	0	$ -	0	$ -	0	$ -	45	$ 4,770.00	4	$ 464.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 5,654.00 *
4.2	Conceptual Plans, Diagrams, and Illustrations	2	$ 420.00	0	$ -	0	$ -	0	$ -	65	$ 6,890.00	20	$ 2,320.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 9,630.00
	4.2.1 Landscape Graphic Exhibits (NUVIS)	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	25	$ 4,250.00	82	$ 13,120.00	0	$ -	0	$ -	$ 17,370.00
	Subtotal:	**4**	**$ 840.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**110**	**$ 11,660.00**	**24**	**$ 2,784.00**	**0**	**$ -**	**25**	**$ 4,250.00**	**82**	**$ 13,120.00**	**0**	**$ -**	**0**	**$ -**	**$ 32,654.00**
Task 5 - Draft Master Business Park Specific Plan																								
5.1	Master Business Park Specific Plan Outline and Format	4	$ 840.00	0	$ -	0	$ -	8	$ 928.00	8	$ 848.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 2,616.00
5.2	Administrative Draft Master Business Park Specific Plan	20	$ 4,200.00	20	$ 3,640.00	52	$ 7,280.00	96	$ 11,136.00	84	$ 8,904.00	48	$ 5,568.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 40,728.00
5.3	Draft Master Business Park Specific Plan	10	$ 2,100.00	10	$ 1,820.00	32	$ 4,480.00	52	$ 6,032.00	48	$ 5,088.00	36	$ 4,176.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 23,696.00
5.4	Public Review Draft Master Business Park Specific Plan	6	$ 1,260.00	8	$ 1,456.00	18	$ 2,520.00	28	$ 3,248.00	24	$ 2,544.00	24	$ 2,784.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 13,812.00
5.5	Final Master Business Park Specific Plan	4	$ 840.00	4	$ 728.00	10	$ 1,400.00	16	$ 1,856.00	20	$ 2,120.00	12	$ 1,392.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 8,336.00
	Subtotal:	**44**	**$ 9,240.00**	**42**	**$ 7,644.00**	**112**	**$ 15,680.00**	**200**	**$ 23,200.00**	**184**	**$ 19,504.00**	**120**	**$ 13,920.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**$ 89,188.00**
Task 6 - Public Hearings																								
6.1	Public Hearings (2)	8	$ 1,680.00	0	$ -	0	$ -	8	$ 928.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 2,608.00
	Subtotal:	**8**	**$ 1,680.00**	**0**	**$ -**	**0**	**$ -**	**8**	**$ 928.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**$ 2,608.00**
Task 7 - Draft Forms/Procedural Changes - Optional*																								
7.1	Preparation of Draft Forms and Procedural Changes	4	$ 840.00	0	$ -	4	$ 560.00	18	$ 2,088.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 3,488.00 *
	Subtotal:	**4**	**$ 840.00**	**0**	**$ -**	**4**	**$ 560.00**	**18**	**$ 2,088.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**$ 3,488.00**
	Total Per Staff Member:	**135**	**$ 28,350.00**	**42**	**$ 7,644.00**	**125**	**$ 17,500.00**	**306**	**$ 35,496.00**	**354**	**$ 37,524.00**	**152**	**$ 17,632.00**	**30**	**$ 5,850.00**	**25**	**$ 4,250.00**	**82**	**$ 13,120.00**	**38**	**$ 10,070.00**	**88**	**$ 18,480.00**	
																							Administration Costs:	$ 1,500.00
																							Direct Costs:	$ 2,500.00
																							GRAND TOTAL (INCLUDING OPTIONAL TASKS):	***$ 199,916.00***

***Additional Exhibits provided by NUVIS will be billed at $1,380 each.*
***Computer generated Exhibits provided by NUVIS will range from $2,300 - $3,400*

CASC
Engineering and Consulting

1470 E. Cooley Drive
Colton, CA 92324
Office: 909.783.0101
Fax: 909.783.0108

CASC ENGINEERING AND CONSULTING RATE SCHEDULE

Civil and Environmental Engineering/Consulting	
President/Principal Engineer	$265
Sr. Director	$235
Director	$220
Program Manager/ Technical Specialist	$210
Senior Project Manager/ Senior Engineer IV/Senior Scientist IV	$195
Project Manager III/Senior Engineer III/ Senior Scientist III	$180
Project Manager II/Senior Engineer II/ Senior Scientist II	$170
Project Manager I/Senior Engineer I/ Senior Scientist I	$165
Assistant Project Manager/ Senior Environmental Analyst	$160
Project Engineer/ Environmental Analyst III/ Scientist III	$155
Senior Designer II/ Environmental Analyst II/ Scientist II	$150
Senior Designer I /Environmental Analyst I/ Scientist I	$145
Design Engineer II	$135
Design Engineer I	$125
Designer II/ Staff Analyst II	$120
Designer I/ Staff Analyst I	$115
CADD Drafter/Project Analyst III	$102
Staff Assistant II/Project Analyst II	$96
Staff Assistant I/Project Analyst I	$90

Planning and Environmental	
Planning Director	$210
Senior Project Manager	$182
Senior Biologist	$175
Project Manager II	$170
Project Manager I	$165
Senior Planner II/Biologist II	$140
Senior Planner I/Biologist I	$127
Associate Planner II/GIS Specialist II	$116
Associate Planner I/GIS Specialist I	$106
Construction Monitor	$94-116

Clerical	
Project Coordinator/Clerical III	$95
Project Coordinator/Clerical II	$90
Project Coordinator/Clerical I	$85

Landscape Architectures	
Licensed Landscape Architect	$175
Senior Landscape Designer	$150
Associate Landscape Designer	$125
Assistant Landscape Designer	$105

Construction Management	
Resident Engineer	$165
Field Inspector III	$140
Field Inspector II	$125
Field Inspector I	$113

Surveying and Mapping	
Licensed Surveyor/ Director	$210
Senior Survey Project Manager	$175
Senior Survey Analyst	$150
Senior Calculator	$145
Calculator II	$127
Calculator I	$116
Survey Analyst II	$106
Survey Analyst I	$96
Technical Aide	$91

Field Survey Crews	
Three Person Survey/GPS Crew	$265
Two Person Survey/GPS Crew	$226
One Person Survey/GPS Crew	$210

Unmanned Aerial Services	
Director	$235
Licensed UAS Pilot	$195
Project Manager	$165
Video Editor	$155
Visual Observer	$113
Flight Coordinator	$113

REIMBURSABLE EXPENSES:

The following expenses will be billed at cost plus 15% unless otherwise noted:

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing, and plotting. In-house plots will be billed at $6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: $0.08 / $0.90 for 8.5 X 11 and $0.20 / $1.20 for 11 X 17.

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at $50.00 per hour plus current IRS mileage reimbursement rates per mile round trip, with no additional markup.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, etc. Vehicle mileage will be billed at a rate of current IRS mileage reimbursement rate per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup and survey crews will be billed at ***$60 per hour, per 2-man crew***.

Per Diem: Per diem for meals for overnight stays will be billed at Caltrans current state rates.

NOTES:

Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher plus a multiplier of approximately 2.3 to 2.8 for overhead and profit. The Prevailing Wage rate shall be based upon the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed. Please contact CASC for specific project prevailing wage rates.

Waiver of Subrogation: When a Waiver of Subrogation for Workman's Compensation Insurance is required by the Client, the Client will be required to pay the additional insurance premium. **The approximate amount for the waiver is $250 per year.**

Litigation Support and Expert Witness shall be at 2.0 times the above noted hourly rates.

Annual Increase in rate: CASC will increase their rates annually, usually at the beginning of a calendar year. A new fee rate schedule will be provided.

Client Initial _____

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

Preliminary Project Schedule

***CASC assumes Project completion between 12-15 months.*

Task #	Task	2022 Month 1 (April)				2022 Month 2				2022 Month 3				2022 Month 4				2022 Month 5				2022 Month 6				2022 Month 7				2022 Month 8				2022 Month 9				2023 Month 10				2023 Month 11				2023 Month 12				2023 Month 13				2023 Month 14			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1 - Project Management																																																				
1.1	Project Kick-Off Meeting																																																			
1.2	Site Visit																																																		
	1.2.1 UAS Aerial Observations- Optional*																																																		
1.3	Project Management and Coordination (Ongoing)																																																		
Task 2 - Research and Data Gathering																																																			
2.1	Review Business Park Specific Plans and Related Documents																																																		
2.2	Due Diligence Memorandum																																																		
2.3	Base Mapping & Existing Land Use - Optional*																																																		
2.4	Economic Analysis (TNDG)																																																		
	2.4.1 Business Sector Analysis																																																		
	2.4.2 Real Estate Market Analysis																																																		
Task 3 - Community Outreach (Virtual)																																																			
3.1	Stakeholder Focus Group (1)																																																		
3.2	Business Park Advisory Committee (12)																																																		
3.3	Community Survey (1)																																																		
3.4	Public Engagement Workshops (2) - Optional*																																																		
3.5	City Council/Planning Commission Study Session - Optional*																																																		
Task 4 - Graphic Design Identity and Document Layout																																																			
4.1	Project Identity and Templates - Optional*																																																		
4.2	Conceptual Plans, Diagrams, and Illustrations (Ongoing)																																																			
	4.2.1 Landscape Graphic Exhibits (NUVIS)																																																		
Task 5 - Draft Master Business Park Specific Plan																																																			
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6.1	Public Hearings (2)																																																		
Task 7 - Draft Forms/Procedural Changes - Optional*																																																		
7.1	Preparation of Draft Forms and Procedural Changes	TBD																																																	

CASC · NUVIS · TNDG · City Review · Planning Commission · City Council · Community Outreach (CASC & City) · Outreach Content/Notices/Social Media, etc.

CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

May 20, 2022

Alicia Velasco
Planning Director
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Subject: Proposal to Prepare an Environmental Document and Technical Analysis for the Business Park Specific Plan Integration and Modernization Project

Dear Ms. Velasco:

LSA is pleased to respond to the City of Cypress (City) request for a proposal to prepare an environmental document and associated technical documentation for the proposed Business Park Specific Plan Integration and Modernization Project (project). The attached proposal is based on LSA's understanding of the project, the firm's knowledge of the City and local issues, and LSA's experience in preparing environmental documents that are similar in scope and nature to this project. The work would be completed under LSA's contract with the City to provide on-call environmental consulting services. LSA would consider it a privilege to build on its existing relationship with the City and use its experience to complete an Initial Study/Mitigated Declaration (IS/MND) quickly and efficiently.

LSA has assembled a strong project management team with extensive experience in preparing environmental documents for agencies throughout Southern California. The management team includes Deborah Pracilio as Principal in Charge and Ryan Bensley as Project Manager. Mr. Bensley has extensive experience managing the preparation of environmental documents under the firm's existing on-call contract with the City, such as the Oxford Place, Town Center, City Center, and Amazon Facility Projects, and is currently managing the preparation of an Environmental Impact Report for the Housing Element Implementation Project.

Based on the preliminary nature of the proposed project at this time, LSA has provided a phased proposal and fee estimate to prepare an IS/MND and initial supporting technical documentation for the proposed project. Once a stable project description is developed, LSA will submit a subsequent scope of work and budget for any additional required technical studies.

It is LSA's philosophy to prepare proposals that represent the real work effort that will be required and, with that, a realistic budget. If LSA's proposal is accepted, upon receipt of a Notice to Proceed, the firm is prepared to move forward with completing the Scope of Work outlined in this proposal as soon as possible in accordance with a project schedule that has been agreed upon with the City.

Should you require further information or have any questions regarding the enclosed materials, please do not hesitate to contact me at (949) 553-0666 or deborah.pracilio@lsa.net, or Mr. Bensley at (949) 553-0666 or ryan.bensley@lsa.net.

Sincerely,

LSA Associates, Inc.

Deborah Pracilio
Principal in Charge

Attachment: Proposal to Prepare an Environmental Document and Technical Analysis

PROPOSAL TO PREPARE AN ENVIRONMENTAL DOCUMENT AND TECHNICAL ANALYSIS

PROJECT UNDERSTANDING AND APPROACH

LSA understands that the City of Cypress (City) is looking for assistance in preparing an Initial Study/Mitigated Negative Declaration (IS/MND) for its proposed Business Park Integration and Modernization Project (project). LSA understands that the City intends to integrate six existing Specific Plans into one comprehensive Specific Plan for the Cypress Business Park area. The following existing specific plans would be included in the proposed project:

- PC – 1: Lusk/Cypress Industrial Park Specific Plan (1978)
- PC – 2: Cypress Corporate Original and Amended Specific Plan (1981/1989)
- PC – 3: McDonnell Center Amended Specific Plan (1994)
- PC – 4: Warland/Cypress Business Center (1984)
- PC – 5: Cypress View Limited Specific Plan (1985)
- PC: Cypress Business and Professional Center Specific Plan (2012)[1]

The overall objectives of the proposed project would include: (1) combining all of the existing specific plans into one cohesive plan; (2) creating districts within the new specific plan establishing land use regulations; (3) establishing comprehensive performance standards where possible, such as landscaping, signage, and lighting; (4) defining and updating terminology and land uses; and (5) developing options to streamline project approval processes and permit flexibility.

LSA understands that none of the Specific Plans would be revised to allow residential or distribution uses where such uses are not already allowed and that the permitted uses within the existing specific plans would not be substantially changed as a result of the project. The scope of work provided herein is to prepare an IS/MND based on the new integrated specific plan.

SCOPE OF WORK

The following Scope of Services describes LSA's work program for the preparation of the environmental document and related technical analyses. LSA understands that the proposed project is still in the initial stages of development, and therefore, some key details, including the location of any new or modified land uses and whether any increases in density would occur. Therefore, at this time, LSA proposes to initiate only the technical work that would either provide key information for the development of the project description (such as trip generation) or would not be affected by the aspects of the project that are still uncertain (such as Native American Consultation under Senate Bill (SB) 18 and Assembly Bill (AB) 52).

LSA understands that the land use changes included in the proposed project may face public scrutiny, especially related to existing and proposed distribution uses in the vicinity of residential

[1] Identified as the Cypress Commercial Center and Residential Specific Plan (2020) in CASC's scope of work. It is LSA's understanding that the project would not affect the area now subject to the Cypress Town Center and Commons Specific Plan.

uses. This scope of work assumes that no changes would be made to the existing Holder Street right-of-way and that a crossing of the Stanton Channel is not anticipated at this time.

While this scope only includes limited technical studies, a full scope of work to prepare an IS/MND is provided at this time to reduce the need for additional scope and budget amendments as the project progresses. In the event that the trip generation analysis (refer to Task 2.1) shows that the proposed project would generate a substantial number of new trips, technical studies for air quality, greenhouse gas emissions, energy, noise, and transportation may be required. Additionally, if the proposed project does not meet any of the location-or characteristic-based screening thresholds, a vehicle miles traveled analysis would be required.

Task 1.0: Project Initiation and Project Description

LSA will prepare a thorough Project Description for use in the preparation of technical studies (as well as for use in the IS/MND) that will be based on information provided by the City. LSA will coordinate with City staff and will attend a project kickoff meeting to refine and finalize the Project Description and to develop a mutual understanding of the Scope of Work, the planned project approach, and the issues to be addressed in the technical studies. The overall schedule and budget are based on the assumption that the City will agree on the Project Description during the project initiation phase and that substantive changes to it will not be made later in the process. Any changes to the Project Description made after this agreement have the potential to impact the project's budget and schedule. LSA will apprise the City of any out-of-scope work and prepare an augment as necessary.

LSA will submit the Project Description for review and approval by the City. For the purposes of this scope and budget, LSA will respond to one round of comments from the City and will update the Project Description as necessary. This scope and budget assumes one set of non-conflicting, consolidated comments from the City.

Task 2.0: Technical Analysis and Tribal Consultation

Task 2.1: Trip Generation Analysis

LSA will prepare a trip generation analysis associated with buildout of the Cypress Business Park area allowed under the proposed project as required by CEQA. The trip generation analysis will include a comparison between existing land uses and those changed as a result of the proposed project. Given the preliminary nature of the proposed project, a scope for a vehicle miles traveled (VMT) and level of service (LOS) analysis has not been included at this time. If necessary, LSA will provide a separate scope of work and a budget amendment for a VMT and LOS analysis once a stable Project Description has been established.

The trip generation analysis will be conducted based on the existing land uses compared to the land use assumptions included in the integrated Specific Plan for the affected areas only. LSA will request from City staff the quantities and locations of potential land use changes within the affected areas between the current and proposed allowable land uses. LSA will generate daily and peak-hour trip estimates for the areas within these affected areas for existing and proposed land uses. The trip rates will be referenced from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th Edition). The results will provide the net change in trip generation between the current and

proposed allowable land uses and help determine the ability to screen out a VMT analysis based on the net change in trips.

LSA will prepare a trip generation analysis summarizing the Project Description, change in trip generation, and other relevant information for submittal to City staff. LSA will respond to one round of comments from the City on the trip generation analysis.

Task 2.2: Native American Tribal Consultation

Assembly Bill 52. Per AB 52, Native American consultation is required for any CEQA project that has a Notice of Preparation (NOP), a Negative Declaration (ND), or a Mitigated Declaration (MND) filed on or after July 1, 2015. The Lead Agency must notify any Native American tribes that have requested to be notified regarding projects within 14 days of either determining that a project application is complete or deciding to undertake a project (i.e., prior to the release of the environmental document). While this is a government-to-government process between the City and any Native American Tribes that request consultation per AB 52 or as identified by the Native American Heritage Commission (NAHC), LSA is available to assist the City with AB 52 consultation.

Tasks performed by LSA for AB 52 consultation assistance could include the following: (1) contacting the NAHC on behalf of the City for a search of the Sacred Lands File and a list of tribal contacts; (2) drafting letters to tribal contacts for the City to place on City letterhead and sign; (3) mailing the letters via Certified Mail; and (4) compiling a PDF file of consultation records (based on information provided by the City) for inclusion as an attachment to the IS/MND.

Time for LSA to conduct follow-up phone calls/emails to tribal contacts and meetings with tribal stakeholders is not included. This budget includes printing and postage for up 20 letters and up to 8 hours of consultation assistance from an LSA tribal consultation specialist.

Senate Bill 18. The proposed project includes a Specific Plan Amendment, which will trigger Native American consultation per SB 18. LSA will initiate Native American consultation under SB 18 following the November 14, 2005, guidelines of the California Office of Planning and Research (OPR). As written in 2004, SB 18 addresses the potential environmental impact of projects on California Native American Cultural Places. SB 18 requires planning agencies to consult with California Native American tribes during the preparation, updating, or amendment of all General/Specific Plans proposed on or after March 1, 2005. Per SB 18, Native American tribes have 90 days from the date on which they receive notification to request consultation. The purpose of the consultation is to identify and preserve specified places, features, and objects located within the City's jurisdiction that have a unique and significant meaning to California Native Americans.

Tasks performed by LSA to assist the City with SB 18 consultation will include the following: (1) contacting the NAHC for a search of the Sacred Lands File and a list of Native American tribes to be invited to consult on the proposed project; (2) drafting a letter to each identified tribe that includes a project description, an invitation to consult on the proposed project, and a request for cultural information pertaining to the project site; (3) mailing the letters via a method with delivery confirmation (such as Priority Mail or Certified Mail); and (4) depending on whether a response has been received, following up with up to two telephone and/or emails to ensure that the tribe has had the opportunity to comment.

All details of the consultation process, including records of written and verbal communications (based on information provided by the City and minus any confidential information provided by tribes), will be compiled into an attachment to the IS/MND. This budget includes printings and postage for up to 20 letters and up to 12 hours of consultation assistance from an LSA tribal consultation specialist.

Task 3.0: Preparation of the Initial Study/Mitigated Negative Declaration

Task 3.1: Screencheck IS/MND

LSA will prepare a Screencheck Draft IS/MND and submit the document to the City for review. The trip generation analysis identified in Task 2.1 will be incorporated into the environmental document. If, based on the trip generation analysis, the project may result in an impact that cannot be reduced to a less than significant level, LSA will immediately apprise the City of the issue and work proactively with the City staff to identify the following: (1) additional measures or project changes that may reduce the potential impact to a less than significant level; or (2) the most expedient method of providing appropriate environmental clearance under CEQA.

For the purposes of this scope and budget, LSA will respond to two rounds of comments from the City. This scope and budget assumes one set of nonconflicting, consolidated comments per round.

Task 3.2: Draft IS/MND and Public Circulation

Once the Draft IS/MND is approved for public review, LSA will distribute up to 10 hard copies of the document and 10 electronic copies of the document (on CD or USB flash drive) to a distribution list for the project that is developed by LSA with City staff's input, review, and approval, and to the City for public inspection and the City's files. This distribution list will include responsible agencies and other relevant public agencies. The distribution list does not include preparation of a "radius distribution list" for private addresses (i.e., neighbors). If such a list is desired, it can be prepared and provided at an additional cost. LSA will also submit electronic copies of the document to the State Clearinghouse CEQA Portal for distribution to State agencies, as the City has already provided authorization for LSA to submit documents to the CEQA Portal on its behalf. As of November 2, 2020, the State Clearinghouse no longer expects any form of hard copy submissions for CEQA documents.

LSA will prepare a Notice of Intent (NOI) pursuant to Section 15072(a) of the *State CEQA Guidelines* regarding the availability of a Draft IS/MND for public review and distribute the NOI to the City's mailing list of responsible and interested agencies. LSA will also prepare and file a Notice of Completion (NOC) with the State Clearinghouse along with the NOI and Draft IS/MND on behalf of the City. The City will be responsible for publication of the public notice in a general-circulation newspaper and make the NOI, Draft IS/MND and NOC available for public review on the City's website. LSA will file the NOI with the County Clerk-Recorder to begin the required public review period. The City will be responsible for providing checks for all necessary filing fees required by the County Clerk-Recorder.

Task 3.3: Final IS/MND

LSA will prepare written responses to comments received on the Draft IS/MND that raise substantive environmental issues and then submit the responses for review to the City staff after

the close of the public comment period. LSA will confer with the City staff to review written comments and comments from any public meetings in order to develop a general framework and strategy for the preparation of responses. LSA specifies 24 professional staff hours for the preparation of responses to comments. As previously noted, LSA understands there may be interest from the public in the land use changes allowed by the proposed project. If a large number of comments are received or comments require additional technical analysis, a budget augment may be warranted.

Any revisions to the IS/MND will be summarized in a memorandum or marked in the text by a line in the margin. Responses to comments and associated changes to pages of the IS/MND will be submitted to the City for one round of review. LSA's Scope of Work and budget assumes one set of nonconflicting, consolidated comments.

Prior to the City Council hearing on the project and the IS/MND, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to assist the City in implementing the mitigation measures contained in the IS/MND. The MMRP will outline the procedures for monitoring and complying with each mitigation measure, identify the agency/position responsible for the monitoring and reporting, and identify the timing for implementation. The MMRP will be included in the Final IS/MND certification documents.

Following the City's approval of the IS/MND, LSA will prepare and file a Notice of Determination (NOD) with the County Clerk-Recorder, which is anticipated to occur after the City Council approves the project. The City shall provide a check for all necessary filing fees to be submitted to the County Clerk-Recorder with the NOD. Once the NOD is filed with the County Clerk-Recorder, LSA will provide the original fee receipt and a copy of the filed NOD to the City for its records. LSA will also submit a copy of the filed NOD to the State Clearinghouse on behalf of the City. The City shall be responsible for making the NOD available on the City's website. If applicable, the City will submit a request for a No Effect Determination (NED) to the California Department of Fish and Wildlife (CDFW) at the opening of the public review period to allow sufficient time for CDFW staff review.

Task 4.0: Project Management and Meeting Attendance

This task represents an active project management role to supervise the project schedule and budget. The project management role provides a mechanism to ensure there is an adequate exchange of information during project startup and preparation of the IS/MND. This task includes notifying the City of any issues as they are encountered and working expeditiously to resolve them. To facilitate the dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with the City staff.

LSA anticipates attendance by the Principal in Charge and the Project Manager at one project team kickoff meeting, 6 progress meetings/conference calls prior to completion of the Final IS/MND, and two City Council meetings. Attendance at meetings over the maximum number identified or attendance of additional technical specialists at community meetings/public hearings will be on a time-and-materials basis with the client's written approval, consistent with the current fee schedule included in LSA's Master Contract for On-Call Services for the City. Table A lists the anticipated meetings.

Table A: Estimated Meetings

Meeting Type	Quantity
Project Kickoff Meeting (2 hours)	1
Project Status Meetings (1 hour each)	6
City Council Meetings (3 hours each)	2
Total	**9**

PROJECT SCHEDULE

LSA proposes to accomplish Tasks 1.0 through 4.0, as described in the Scope of Work, within a 7-month period, including consultation with Native American Tribes. The schedule reflects a best effort to complete the project in a timely manner while at the same time providing the time and attention necessary to ensure the highest-quality analysis and products. Table B shows the proposed schedule.

Table B: Proposed Project IS/MND Schedule

Task	Duration
Notice to Proceed	1 day
Kickoff Meeting and Project Description	
Project Initiation: Gather Relevant Reports and Data	Ongoing
Project Kickoff Meeting	1 day
Draft Project Description	1 week
City Review/LSA Revisions to Project Description	1 week
Total	***2 weeks***
Technical Analysis (some tasks overlap; preparation concurrent with IS/MND)	
Native American Consultation (AB 52)	Unknown (30-day response period)[1]
Native American Consultation (SB 18)	Unknown (90-day response period)[1]
Trip Generation Analysis	2 weeks
Total	***2 weeks***
Screencheck IS/MND (some tasks overlap with Technical Analysis)	
Preparation of Screencheck IS/MND	8 weeks
City Review	2 weeks
Preparation of Proofcheck IS/MND	1 week
City Review	1 week
Preparation of Printcheck IS/MND	1 week
City Review	2 days
Publishing of Draft IS/MND and NOI	1 day
Public Circulation of Draft IS/MND and Submittal to State Clearinghouse with NOC	30 days
Total	***4.5 months***
Final IS/MND	
Preparation of Final IS/MND, Draft Responses to Comments, and MMRP	2 weeks
City Review	2 weeks
Revisions to and Finalization of Final IS/MND, Draft Responses to Comments, and MMRP	1 week
City Council Public Hearing	1 day
File NOD with County Clerk and State Clearinghouse	1 day (within 5 business days of project approval)
Total	***1.5 months***
Complete IS/MND Schedule	***7 months***

[1] It is not possible to accurately predict when the Native American consultation process will conclude during the project's environmental review.

[2] Preparation of the Screencheck IS/MND includes time to prepare any additional technical studies, if necessary.

AB = Assembly Bill
IS/MND = Initial Study/Mitigated Negative Declaration
MMRP = Mitigation Monitoring and Reporting Program
NOC = Notice of Completion
NOD = Notice of Determination
NOI = Notice of Intent
SB = Senate Bill

PROPOSAL FEE ESTIMATE

LSA proposes to accomplish Tasks 1.0 through 4.0, as described in the Scope of Work, for an estimated fee of **$60,300**, as shown in Table C, below. LSA charges fees on an hourly basis, consistent with its Master Contract for On-Call Services for the City.

Table C: LSA Fee Estimate

Task	Estimate
Task 1.0: Project Initiation and Project Description	$5,400
Task 1.0: Project Initiation and Project Description Subtotal	***$5,400***
Task 2.0: Technical Analysis and Tribal Consultation	
Task 2.1: Trip Generation Analysis	$7,000
Task 2.2: Native American Tribal Consultation	$3,200
Task 2.0: Technical Analyses Subtotal	***$10,200***
Task 3.0: Preparation of the IS/MND	
Task 3.1: Screencheck IS/MND	$16,600
Task 3.2: Draft IS/MND and Public Circulation	$7,700
Task 3.3: Final IS/MND	$7,700
Task 3.0: Preparation of the IS/MND Subtotal	***$32,000***
Task 4.0: Project Management and Meeting Attendance	$10,200
Task 4.0: Project Management and Meeting Attendance Subtotal	***$10,200***
Reimbursable Expenses	$2,500
TOTAL	***$60,300***

IS/MND = Initial Study/Mitigated Negative Declaration

Direct costs (including costs for outside vendors used for photocopying) are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services. Direct costs can be invoiced separately at your request.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **22.**

FROM: Fred Galante, City Attorney

DATE: 06/13/2022

SUBJECT: **Approve the Electronic Communication Policy**

RECOMMENDATION

Approve the Electronic Communication Policy.

DISCUSSION

It is recommended the City Council approve an Electronic Communication Policy to comply with the Public Records Act (PRA); provide clear guidance to all City officials (whether hired, elected, or appointed) regarding the receipt, creation, maintenance/storage of electronic records concerning city business; and assist the City Clerk in effectively responding to Public Records Act requests.

The PRA provides the public with important rights to view and copy records held by public agencies. The process to respond to requests is time-consuming, but must be performed expeditiously given the short time frames for the city to respond. Responding to a PRA request requires the City Clerk to work with relevant departments and city officials and search records to ascertain if responsive documents exist; then review the records (often with the City Attorney) to ascertain if they are subject to disclosure; and finally copy/assemble the records. Searching for records that may not be available through an electronic search requires significant resources and complying with a PRA request can be especially challenging when potentially responsive records are out of the city's control, for example on city officials' personal email, mobile devices, or personal notes/files that are inaccessible to the city. Historically, the City Clerk's office spends about 10 percent of its time processing PRA requests. In 2022, its PRA request workload increased to 40 percent of the office's time. The City Manager's office, City Attorney and operating departments have also seen the amount of time spent processing PRA request increase exponentially.

In 2017, the California Supreme Court, in the matter of *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608, held that records in a local agency employees' and officials' personal accounts or devices may be subject to the Public Records Act if the records pertain to public business. To comply with the mandates of the *San Jose* case, the recommended Electronics Communication Policy provided describes the city officials' obligations to search personal

accounts or devices for responsive records and to provide responsive records to the City Clerk for review and disclosure.

The recommended Electronics Communication Policy requires city officials to use city accounts to communicate about city business and transfer communications related to city business from personal accounts/devices to city accounts. The Policy clearly establishes that emails/text/electronic communications related to city business are city property and must be maintained on/transferred to city equipment. The Policy includes an affidavit that City officials must complete when responding to a Public Records Act request.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney's office prepared this report and participated in the preparation of the Electronics Communication Policy.

APPROVED BY: Peter Grant, City Manager

Attachments

Electronic Communications Policy

City of Cypress
Electronic Communication Policy

PURPOSE

To establish a policy that defines the requirements the City of Cypress (the "City") will follow for managing and using Electronic Communication to meet the City's operational needs and ensure strict alignment and compliance with all applicable sunshine/transparency laws. This Policy sets the standard of respectful and professionally written Electronic Communication. Moreover, this Policy prohibits the use of personal email or other personal messaging accounts for City-related matters. The Policy recognizes that City officials may communicate through text messages on a personal device. These communications are permitted by this Policy so long as communications that constitute a record subject to disclosure are forwarded to a City-provided device or account This Policy is intended to further the California Public Records Act requirement that its provisions be "broadly construed" because its statutory scheme "furthers the people's right of access." (Cal. Const., art. 1, § 3, subd. (b)(2).)

SCOPE

This Policy applies to officials and employees whether hired, elected, or appointed, volunteers and City contractors acting on behalf of the City and/or who have access to, use of, or are involved in the receipt, creation, maintenance or storage of the City's Electronic Communication (collectively referred to as "City officials"). Records may be required to be disclosed if they are: 1) writings that relate in a substantive way to City business; 2) prepared by the City (this includes City officials); 3) retained, owned, or used by the City (again, this includes City officials).

DEFINITIONS

The following definitions apply within this policy:

1. ***Electronic Communication*** – information created or received via an electronic transmittal system, including any attachments transmitted with the message, along with its descriptive transmission metadata.
2. ***Electronic Transmittal System*** – one or more computer networks, hardware, and software applications used to create, receive, and transmit information and documents electronically.
3. ***Instant Messaging (IM)*** – an electronic system that allows users to determine whether a certain party or parties are connected to the messaging system and allows them to exchange messages and files with those parties in real time.

4. ***Thread*** – an electronic conversation of at least one response on a similar subject; the conversation can be broken or continuous in nature.
5. ***Social Media*** – web-based collaborative applications used to connect individuals with common interests and share information.

Electronic communication, ***including emails, email threads, text messaging, instant messaging, social media, blogs, and any other form of electronic communication*** used to conduct *City business* are subject to this Policy.

POLICY

- Electronic Communication created or received related to City business must be conducted on/transferred to City accounts. Emails or text messages sent or received for the purpose of City business are City property and must be maintained on/transferred to City equipment and in compliance with this Policy. In the event that personal accounts are inadvertently used to conduct City business, the individual owner/operator of the personal account and/or device shall forward the communication to a City-provided device or account. Text messages on personal accounts and/or devices that constitute records subject to disclosure shall be retained as records and forwarded to a City device or account.

- Electronic communication created, stored, sent, or received using City electronic devices and communication services are the sole property of the City. The City reserves the right to retrieve, disclose, and make proper use of any and all such Electronic Communication. Therefore, City officials shall have no expectations of privacy for correspondence created through City electronic devices or City electronic transmittal systems that relates to City business.

- The City's email messaging system is not intended for the storage of Electronic Communications. Retention or disposition of an Electronic Communication is determined by the information it contains, the purpose it serves, and the record series to which it belongs. Determining if an Electronic Communication is a record is the sole responsibility of the individual City official who received/sent the Electronic Communication. Electronic Communication identified as a record shall be stored in a manner that ensures appropriate record retention protections and controls are in place. Electronic Communications that remain in the individual's email inbox or subfolders will be deleted in accordance with the City's document retention schedule.

- City officials may store confidential information or messages and shall take necessary precautions (e.g. using passwords to protect the devices/ communication accounts) to ensure that City electronic devices and systems

containing confidential information are accessed only by individuals with permission to view such confidential information. These requirements may be expanded to comply with other applicable laws (i.e. Department of Justice regulations to ensure that sensitive information remains confidential).

- Electronic Communication determined to be relevant to a legal matter or financial audit may be subject to a legal hold. This hold will be conducted and put in place by the City's Information Technology Division until further instruction is received from the City Attorney.

- Social media is used exclusively for the distribution of City information. Also, it is understood that social media is subject to public disclosure. Therefore, social media posts shall be professional and responsible with a direct nexus to the City's business and shall adhere to the City's Social Media Policy available at https://www.cypressca.org/resident/social-media-policy.

- Prohibited Types of Electronic Communication include:
  - Messages that violate local, state or federal laws
  - Messages that violate individual rights or create a potential liability for the City
  - Messages that conflict with any City policy
  - Messages of a harassing or discriminatory nature on the basis of race, color, religion, sex, national origin, ancestry, age, physical disability, mental disability, medical condition, political affiliation, veteran status, marital status, sexual orientation or any other status protected by local, state or federal law
  - Messages that use racial, religious or ethnic slurs
  - Messages intended to harass or annoy
  - Messages for campaigning or political purposes
  - Messages that contain threats to personal safety
  - Messages of a pornographic or obscene nature
  - Messages that constitute or promote spam, chain letters, or pyramid schemes
  - Messages that intentionally misrepresent one's identity for improper or illegal acts
  - Messages that use forged email header information

Public Records Requests

Pursuant to the California Supreme Court holding in *City of San Jose v. Superior Court of Santa Clara County*, text messages, emails, and other Electronic Communications that deal in some substantive manner to the conduct of the public business created on, stored on, and/or transmitted by personal accounts or personal electronic devices are subject to disclosure under the California Public Records Act. Due to this holding, City officials'

communications about City business may be subject to disclosure under the California Public Records Act no matter where those communications are maintained (i.e., personal devices or accounts). Records may be required to be disclosed if they are: 1) writings that relate in a substantive way to City business; 2) prepared by the City (this includes City officials); 3) retained, owned, or used by the City (again, this includes City officials).

Upon receipt of a Public Records Request that seeks communications from a City official related to City business, the City Clerk shall forward the request and the Affidavit included with this Policy to City officials subject to the Public Records Request. The Affidavit affirms that the City official has reviewed his/her personal accounts and/or devices and made a thorough search for, and provided, electronic records pertaining or relating to the conduct of the City's business. The City official shall provide to the City Clerk all responsive records and the executed Affidavit on a timely basis so that the City Clerk may comply with the timelines required under the Public Records Act.

The Public Records Act provides that all responders "shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record." Gov't Code sec. 6255(a). The Public Records Act further states that "a response to a written request for inspection or copies of public records that includes a determination that the request is denied, in whole or in part, shall be in writing." Gov't Code sec. 6255(b). As such, if any City official asserts that records in his/her possession regarding City business are not to be disclosed under attorney-client privilege or other basis, that written statement must come from the City official directly in his/her Affidavit. Should any City official fail to produce all responsive records or fully and adequately complete the Affidavit, as described herein and required by the Public Records Act, the City retains the right to seek indemnification or reimbursement of any attorneys' fees or liability against such City official in any litigation by a requester to enforce the provisions of the Public Records Act.

As a guideline, the following examples of communications help shed light on what constitutes a public record. When a Public Records Request is received, each communication will be analyzed on a case-by-case basis:

Subject to Disclosure	
Content of Records	Why they would be disclosed
A City employee's emails to their supervisor on their private email accounts reporting a co-worker's misappropriation of City funds	Emails likely relate in a substantive way to the City's finances, are prepared by a City employee and the alleged act is potentially a violation City's Fraud Policy.

A Council Member's emails to another Council Member on their private accounts about citizens' concerns of increased crime within the City and suggestions on ways to reduce crime	Emails likely relate in a substantive way to the safety of the City's neighborhoods and are prepared by a City official.
A subcontractor's emails to the City Engineer on City Engineer's private email account regarding the state of the City's wells	Emails likely relate in a substantive way to the City's wells and presumably will be used or retained by the City.
A Council Member's text messages to a City employee on their private phones discussing the results of a City survey on residents' use of the City's park facilities	Texts likely relate in a substantive way to the City's parks and presumably will be used or retained by the City.
A developer's emails to a Council Member on the Council Member's private email account regarding approval of an upcoming project in the City	Emails likely relate in a substantive way to a City entitlement and presumably will be retained by the City (and the response by the Council Member to the developer may be prepared by the City).

Not Subject to Disclosure	
Content of Records	Why they would generally not be disclosed
A City employee's emails to their supervisor on their private email accounts regarding a co-worker's personal spending habits	Emails do not relate in a substantive way to the City.
A Council Member's email to another Council Member on their private accounts about not being able to attend a neighborhood watch meeting	Emails do not relate in a substantive way to the City.
A subcontractor's emails to a contractor of the City regarding the state of the City's park facilities	Emails are not prepared, owned, used, or retained by the City.
A Council Member's text messages to another Council Member on their private devices discussing a City official's personal life	Text messages do not relate in a substantive way to the City.

POLICY REVIEW

This Policy may be amended or modified by the City Manager, from time to time, as necessary, to account for changes in legal, regulatory or operational requirements.

AFFIDAVIT OF OFFICIAL/EMPLOYEE REGARDING REVIEW OF PERSONAL ACCOUNTS AND/OR DEVICES

I, _____, do hereby affirm and say:

1. That I have reviewed my personal accounts and/or device(s) (e.g., cellular phone, tablet, etc.) and made a thorough search for electronic records, including but not limited to telephone records, text messages, electronic mail, and social media posts, pertaining or relating to the conduct of the City's business, as requested by _____, attached hereto ("Request").

2. That upon the conclusion of my search:
   - ☐ No responsive records described in the Request exist.
   - ☐ The following responsive records described in the Request exist:

   - ☐ The following responsive records described in the Request exist, but are being withheld for the reason(s) stated below (official/employee must provide the date, time and sender/recipient and reason for each record being withheld):

3. I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this ____ day of _____, 20 ___, in Cypress, California.

_____

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **23.**

FROM: Peter Grant, City Manager

DATE: 06/13/2022

SUBJECT: **Receive an Update on the Cypress Citizens Academy**

RECOMMENDATION

Receive an update on the Cypress Citizens Academy.

DISCUSSION

The City Manager will provide a verbal report on the Cypress Citizens Academy which begins June 14, 2022.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager