



AGENDA

REGULAR MEETING CYPRESS CITY COUNCIL

October 10, 2022
6:00 P.M.

www.cypressca.org

Council Chambers
5275 Orange Avenue
Cypress, California

PUBLIC PARTICIPATION

Members of the public can 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/1177822570657433869> 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 (914) 614-3221 and entering Access Code 358-365-199 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 October 10, 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

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 or Workshop 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 October 10, 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)

Fortis LLP v. Frances Marquez, City of Cypress

Case No. 30-2022-01277792-CU-WM-CJC

Orange County Superior Court

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)

Significant exposure to litigation - one potential case

Claimant: BKK Working Group

RECONVENE

7:00 P.M.

Council Chambers

ROLL CALL

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

Mayor Paulo Morales

Mayor Pro Tem Anne Hertz-Mallari

Council Member Frances Marquez

Council Member Scott Minikus

Council Member Jon Peat

PLEDGE OF ALLEGIANCE

INVOCATION First Baptist Church of Cypress

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

REPORT OF WORKSHOP AGENDA / CLOSED SESSION

City Manager/City Attorney

PRESENTATIONS

Certificate of Achievement for Excellence in Financial Reporting Presentation

Red Ribbon Week Proclamation

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

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

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



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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 October 10, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

CONSENT CALENDAR

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

1. Receive and File Public Comments Submitted for the October 10, 2022 City Council Meeting

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file submitted public comments.

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

3. Approve Minutes - Meetings of September 21, 2022 and September 26, 2022

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

4. Accept Katella Avenue Median Restoration, Project 267

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Katella Avenue Median Restoration, Project 267, in the amount of \$436,224.03 and approve the final payment of \$21,811.20 to Marina Landscape Inc.; and

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

5. Adopt a Resolution Amending Hourly Pay Ranges for Temporary Part-Time and Seasonal Employees

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

Recommendation: Adopt a Resolution amending hourly pay ranges for temporary part-time and seasonal employees.

6. Adopt a Resolution Establishing Salary and Benefits for Non-Represented Confidential Positions

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

Recommendation: Adopt a Resolution amending Resolution No. 6850 establishing salary and benefits for non-represented Confidential positions.

7. Adopt Resolutions Establishing Salary and Benefits for Executive Management and Mid-Management Positions

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

Recommendation:

1. Adopt a Resolution establishing salary ranges for Executive Management positions; and

2. Adopt a Resolution establishing salary ranges for Mid-Management positions; and

3. Adopt a Resolution approving the Schedule of Benefits (Exhibit A) for Executive Management and Mid-Management positions.

8. **Adopt a Resolution Delegating Certain Oversight Responsibilities for the Office of the City Clerk to the City Manager**
Prepared by: Peter Grant, City Manager
- Recommendation: Adopt a Resolution delegating certain oversight responsibilities for the Office of the City Clerk to the City Manager.
9. **Approve an Amendment to the Agreement for City Attorney Services**
Prepared by: Peter Grant, City Manager
- Recommendation:
1. Approve Amendment No. 5 to the Amended and Restated Agreement with Aleshire & Wynder, LLP for City Attorney Services; and
 2. Increase appropriations \$35,000 in the General Fund to provide for additional FY 2022-23 costs resulting from Amendment No. 5 to the agreement for City Attorney Services.
10. **Award a Contract for Sewer Relining, Project 317**
Prepared by: Doug Dancs, Director of Public Works
- Recommendation:
1. Approve Plans and Specifications for Sewer Relining, Project 317; and
 2. Award a contract to Nu Line Technologies, LLC, CA, for \$163,129, and authorize a contingency of \$24,500; and
 3. Approve a Task Order for Construction Inspection Services to Ardurra Group, Inc., for \$25,090, and authorize a contingency of \$3,750.
11. **Proclaim the Week of October 23-29, 2022 as Red Ribbon Week**
Prepared by: Alisha Farnell, City Clerk
- Recommendation: Proclaim the week of October 23-29, 2022 as Red Ribbon Week.
12. **Approve Register of Warrants, Transfers, and Wires Issued for the Period of September 10, 2022 through September 23, 2022**
Prepared by: Matt Burton, Director of Finance and Administrative Services
- Recommendation: Approve the attached payment register summarized below for the period of September 10, 2022 through September 23, 2022:
- Electronic Funds Transfers 11819 through 11940
 - Warrants 60558 through 60659
 - Payroll Transfers W1484

NEW BUSINESS

13. Neighborhood Preservation Pilot Program Update

Prepared by: Alicia Velasco, Planning Director

Recommendation: Receive the Neighborhood Preservation Pilot Program update.

14. Adopt the Strategic Plan and Six Month Objectives

Prepared by: Peter Grant, City Manager

Recommendation: Adopt the Strategic Plan and six month objectives.

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

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

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



= Hand Raise



= Unmute

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

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on October 10, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, October 24, 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 6th day of October, 2022.

Alisha Farnell, City Clerk

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



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

1.

FROM: Alisha Farnell, City Clerk

DATE: 10/10/2022

SUBJECT: Receive and File Public Comments Submitted for the October 10, 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

3.

FROM: Alisha Farnell, City Clerk

DATE: 10/10/2022

SUBJECT: Approve Minutes - Meetings of September 21, 2022 and September 26, 2022

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

September 21, 2022 Special Meeting Minutes

September 26, 2022 Regular Meeting Minutes

SPECIAL MEETING
CYPRESS CITY COUNCIL
SEPTEMBER 21, 2022
8:30 A.M.

A regular meeting of the Cypress City Council was called to order at 8:31 p.m. by Mayor Morales at the Community Center, 5700 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

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

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

Item No. 1: Receive and File Public Comments Submitted for the September 21, 2022 Special Council Meeting

Recommendation: Receive and file submitted public comments.

The City Clerk reported that no public comments were submitted.

No action was taken.

WORKSHOP SESSION

Strategic Planning Session

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

The City Council and staff reviewed the adopted goals and identified strategic objectives for the next six-month planning period.

ADJOURNMENT

Mayor Morales adjourned the meeting at 12:47 p.m. to an adjourned Regular Meeting, to be held on Monday, September 26, 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

REGULAR MEETING
CYPRESS CITY COUNCIL
SEPTEMBER 26, 2022
6:00 P.M.

A regular meeting of the Cypress City Council was called to order at 6:03 p.m. by Mayor Morales in the Executive Board Room, 5275 Orange Avenue, Cypress, California.

ROLL CALL

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

Mayor Paulo Morales
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
Human Resources Administrator Regina Nguyen
City Clerk Alisha Farnell

ORAL COMMUNICATIONS

None.

CLOSED SESSION

The City Attorney announced the City Council would convene in Closed Session regarding the following matters:

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

PUBLIC EMPLOYEE EVALUATION OF PERFORMANCE
Pursuant to Government Code Section 54957
Title: City Clerk

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Fortis LLP v. Frances Marquez, City of Cypress

Case No. 30-2022-01277792-CU-WM-CJC

Orange County Superior Court

Prior to recessing into Closed Session, the City Council considered and approved adding the following urgency item to the Closed Session agenda via a motion made by Mayor Morales, seconded by Council Member Peat, and carried 4-1-0 with Council Member Marquez opposing:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)

Significant exposure to litigation – one potential case

Threat from the law firm of Strumwasser & Woocher on behalf of Council Member Marquez

Mayor Morales recessed the meeting at 6:07 p.m.

RECONVENE

Mayor Morales called to order the 7:00 p.m. session of the City Council meeting at 7:19 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

City Engineer Nick Mangkalakiri

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

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

REPORT OF WORKSHOP AGENDA/CLOSED SESSION

The City Attorney reported the City Council met in Closed Session and held a discussion on each of the items listed on the Close Session agenda.

Regarding the first item listed on the agenda, namely Conference with Labor Negotiator concerning the employee group Cypress Police Officers' Association, he reported the City Council received an update on the status of the negotiations and no further reportable action was taken.

Regarding the second Closed Session item listed on the agenda, Public Employee Evaluation of Performance title City Clerk, he reported the City Council held a discussion, provided direction and no further reportable action was taken.

Regarding the third Closed Session item listed on the agenda, namely Conference with Legal Counsel – existing litigation, the matter of Fortis LLP v. Frances Marquez, City of Cypress. He reported that the City Council held a discussion and no further reportable action was taken.

The City Attorney stated before recessing into Closed Session a motion was made by Mayor Morales, and seconded by Council Member Peat, to add an item to the Closed Session agenda namely Conference with Legal Counsel, one item of anticipated litigation under the heading significant exposure to litigation, a threat from Strumwasser & Woocher on behalf of Council Member Marquez.

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

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

He further stated the City Council was unable to hold a discussion on this item and will recess back into Closed Session following the Public Hearing to continue the discussion.

PRESENTATION

The Director of Recreation and Community Services provided a presentation on the results of the Senior Commission Participation Survey.

The Director of Public Works provided a presentation on the Construction Management Association of America Project Achievement Award for the Police Station Modernization Project.

The City Council presented a Fire Prevention Week Proclamation to Orange County Fire Authority Division Chief Steve Dohman.

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

Mariellen Yarc, Cypress, spoke on behalf of the Cypress Police Foundation regarding A Night at the Races event.

Marilyn Reames, Cypress, spoke regarding Agenda Item No. 18.

Rachel Strong, Cypress, spoke regarding Halloween route.

Carolyn Balagot, Cypress, spoke regarding the Invocation and Agenda Item No. 18.

David Rose, Cypress, spoke regarding district elections and CVRA litigation.

Jimmy Fuller, Cypress, spoke regarding the Cypress Community Festival.

Carrie Hayashida, Cypress, spoke regarding accommodations for pickle ball during Arnold Cypress Park renovation.

Bob Youngsma, Cypress, spoke regarding campaign mail he received.

Shelley Henderson, Cypress, spoke on behalf of OC Breeze regarding the Dining, Arts and Entertainment guide.

David Burke, Cypress, spoke regarding Agenda Item No. 18.

Helen Le, Cypress, spoke regarding electric vehicle charging stations, the City's teen workshop on college readiness, multifamily commercial trash service, and Agenda Item No. 18.

PUBLIC HEARING

Item No. 1: Approve Conditional Use Permit No. 2022-05 to Permit the Sale of On-Sale General Alcohol for a Restaurant at 5895-B Katella Avenue

The Planning Director provided a report on this item.

Mayor Morales asked Council Members to disclose any communication with anyone relevant to the item.

No communications were disclosed.

City Council asked questions of staff.

Mayor Morales opened the public hearing.

Mayor Morales invited the applicant to come forward.

The applicant agreed with the conditions of approval.

City Council asked questions of the applicant.

Mayor Morales invited members of the public to speak on this item.

Jason Kho, a representative of the applicant, elaborated further on the responses to the City Council's questions.

No other comments were received.

Mayor Morales closed the public hearing.

A motion was made by Council Member Peat, and seconded by Council Member Minikus, to adopt a Resolution approving Conditional Use Permit No. 2022-05, with conditions, and confirm the project is exempt from the California Environmental Quality Act requirements.

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. 6903

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS
APPROVING CONDITIONAL USE PERMIT NO. 2022-05, A REQUEST TO
ALLOW ON-SALE GENERAL ALCOHOL AT A NEW RESTAURANT
LOCATED AT 5895-B KATELLA AVENUE, WITHIN THE PC-3 PLANNED
COMMUNITY BUSINESS PARK ZONE, FURTHER DETERMINING THAT
PUBLIC CONVIENCE WOULD BE SERVED WITH THE ISSUANCE OF AN
ON-SALE GENERAL ALCOHOLIC BELVERAGE CONTROL LICENSE
AND FINDING THE REQUEST EXEMPT FROM CALIFORNIA
ENVIROMENTAL 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.

Mayor Pro Tem Hertz-Mallari requested to pull Agenda Item No. 14.

Council Member Marquez requested to pull Agenda Items No. 7, 10, 11, 12 and 17.

Council Member Minikus stated that Agenda Item No. 17, the Warrant Register, includes electronic fund transfer No. 11791 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. 11791 for the reason disclosed.

Mayor Morales stated that Agenda Item No. 17, the Warrant Register, includes electronic fund transfer No. 11792 for \$751.22 as reimbursement for medical coverage he is entitled to receive as a CalPERS annuitant. He indicated that in voting for any motion to approve the Warrant Register, he would not be voting on electronic fund transfer No. 11792 for the reason disclosed.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve Consent Calendar Items No. 2 through 6, 8 through 9, 13, and 15 through 16.

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. 2: Receive and File Public Comments Submitted for the September 26, 2022 City Council Meeting

Recommendation: Receive and file submitted public comments.

Item No. 3: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 4: Approve Minutes – Meeting of September 12, 2022

Recommendation: Approve as submitted.

Item No. 5: Second Reading of an Ordinance Amending Selected Provisions of Chapter 25 (Subdivisions) and Appendix I (Zoning) of the Cypress Municipal Code to Implement the Housing Element and Comply with State Housing Laws

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending selected provisions of Chapter 25 (Subdivisions) and Appendix I (Zoning) of the Cypress Municipal Code to implement the Housing Element and comply with State housing laws.

ORDINANCE NO. 1198

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, AMENDING SELECTED PROVISIONS OF CHAPTER 25
(SUBDIVISIONS) AND APPENDIX I (ZONING) OF THE CYPRESS MUNICIPAL
CODE TO ADOPT REGULATIONS FOR SPECIAL HOUSING TYPES
INCLUDING EMPLOYEE HOUSING, SUPPORTIVE HOUSING,
TRANSITIONAL HOUSING, AND LOW BARRIER NAVIGATION CENTERS;
SPECIAL HOUSING REGULATIONS IN SUPPORT OF HOUSING ELEMENT
IMPLEMENTATION; DEVELOPMENTS AND LOT SPLITS AUTHORIZED BY
SENATE BILL 9; AND FINDING THE ACTION EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT

Item No. 6: Accept the Concrete Rehabilitation, Project 293

Recommendation:

1. Accept the Concrete Rehabilitation, Project 293, in the amount of \$250,041.50 and approve the final payment of \$12,502.08 to CJ Concrete Construction Inc.; and
2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

Item No 8: Adopt a Resolution to Amend the Conflict of Interest Code

Recommendation: Adopt a Resolution amending the Conflict of Interest Code for the City and Recreation and Park District, which supersedes all prior Conflict of Interest Codes and amendments previously adopted.

RESOLUTION NO. 6904

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, A SUBSIDIARY DISTRICT OF THE CITY OF CYPRESS,
ADOPTING A CONFLICT OF INTEREST CODE WHICH
SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES AND
AMENDMENTS PREVIOUSLY ADOPTED

Item No. 9: Approve an Appropriations Increase Associated with the 800 MegaHertz Countywide Coordinated Communications System

Recommendation: Approve an appropriations increase of \$35,213 in the General Fund to provide for the City's FY 2022-23 share of costs for the Orange County 800 Megahertz Countywide Coordinated Communications System.

Item No. 13: Approve the Purchase of a Replacement Forklift for Public Works

Recommendation: Approve the \$33,280.51 purchase of a replacement forklift for Public Works from Doosan through Sourcewell cooperative purchasing.

Item No. 15: Proclaim the Week of October 9-15, 2022 as Fire Prevention Week

Recommendation: Proclaim the week of October 9-15, 2022 as Fire Prevention Week.

Item No. 16: Receive and File the Investment Report for the Month Ended August 31, 2022

Recommendation: Receive and file the attached investment reports.

END OF CONSENT CALENDAR

Regarding Item No. 7: Accept the Citywide Park Enhancements, Project 277

Council Member Marquez stated she will be voting no on this item.

A motion was made by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to accept the Citywide Park Enhancements, Project 277, in the amount of \$220,759.61 and approve the final payment of \$11,037.98 to Speedy Fix Inc.; and authorize the City Engineer to file a Notice of Completion with the County Recorder.

The motion was carried by the following roll call vote:

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

Regarding Item No. 10: Approve Continuing Appropriations, Revenues and Transfers from FY 2021-22 to FY 2022-23

Council Member Marquez stated she will be voting no on this item.

A motion was made by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to authorize the appropriation of \$3,040,288 in FY 2022-23 for the carryover of continuing appropriations from FY 2021-22, as detailed in Attachment A; and authorize the appropriation of \$2,647,136 in FY 2022-23 for the carryover of encumbrances at June 30, 2022, as detailed in in Attachment B; and authorize the continuation of operating

transfers totaling \$1,340,437 and estimated grant revenue totaling \$306,437 from FY 2021-22 to FY 2022-23, as detailed in Attachment C to support carryover appropriations.

The motion was carried by the following roll call vote:

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

Regarding Item No. 11: Approve Supplemental Appropriations and Increases to Estimated Revenues and Transfers for FY 2021-22

Council Member Marquez stated she will be voting no on this item.

A motion was made by Council Member Peat, and seconded by Council Member Minikus, to approve FY 2021-22 supplemental appropriations of 547,681 and increase estimated revenues by \$730,781 for the City; and approve FY 2021-22 supplemental appropriations of \$2,500 for the Cypress Recreation and Park District; and approve a \$1,106,889 transfer from the Park District to the City's Infrastructure Fund as partial payment on the outstanding Repayment Agreements and Promissory Notes between the District and the City.

The motion was carried by the following roll call vote:

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

Regarding Item No. 12: Approve Cypress Recreation and Park District Continuing Appropriations from FY 2021-22 to FY 2022-23

Council Member Marquez stated she will be voting no on the item.

A motion was made by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Minikus, to appropriate \$1,438,195 in FY 2022-23 for items encumbered at June 30, 2022 as detailed in attachment A; and appropriate \$699,282 in FY 2022-23 for the carryover of continuing appropriations as detailed in attachment A and; authorize the continuation of operating transfers to FY 2022-23 totaling \$105,243 as detailed in attachment A.

The motion was carried by the following roll call vote:

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

Regarding Item No 17: Approve Register Warrants, Transfers, and Wires Issued for the Period of August 27, 2022 through September 9, 2022

The City Attorney clarified that the comments previously made prior to the vote on the Consent Calendar by Mayor Morales and Council Member Minikus regarding this item would apply to this discussion.

Council Member Marquez commented on this item.

A motion was made by Council Member Minikus, and seconded by Council Member Peat, to approve the attached payment register summarized below for the period of August 27, 2022 through September 9, 2022: Electronic Funds Transfers 11776 through 11818, Warrants 60457 through 60557 and Payroll Transfers W1483.

The motion was carried by the following roll call vote:

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

Regarding Item No. 14: Proclaim the Month of September 2022 as Childhood Cancer Awareness Month

Mayor Pro Tem Hertz-Mallari spoke regarding childhood cancer and in honor of Cypress residents Hector and Maria Polanco and in memory of their daughter Lucy Polanco.

It was moved by Council Member Peat, and seconded by Council Member Marquez, to proclaim the month of September 2022 as Childhood Cancer Awareness Month.

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

None.

CLOSED SESSION (Continued)

The City Attorney stated the City Council had added a Closed Session item before recessing into Closed Session at the beginning of the meeting. The item was added by motion of Mayor Morales, seconded by Council Member Peat, and carried 4-1-0 with Council Member Marquez opposing, to add a discussion of Conference with Legal Counsel – Anticipated Litigation, significant exposure to litigation in light of an email

received by the City Attorney from the law firm of Strumwasser & Woocher on behalf of Council Member Marquez.

The City Attorney recommended the City Council recess into Closed Session prior to Agenda Item No. 18 and stated Council Member Marquez would not participate in this discussion.

Mayor Morales recessed the meeting at 8:38 p.m.

Mayor Morales reconvened the meeting at 9:22 p.m.

REPORT OF CLOSED SESSION

The City Attorney reported the City Council met in Closed Session to discuss the item added to the Closed Session agenda at the beginning of the meeting, namely Conference with Legal Counsel, one item of anticipated litigation under the heading significant exposure to litigation, regarding the threat from Strumwasser & Woocher on behalf of Council Member Marquez. He stated the City Council held a discussion with Council Member Marquez not participating, received a briefing on the threat of litigation and directed that revisions to the proposed censure resolution presented for this evening be made to remove the references to violations of Education Code §7054. The City Attorney further stated that there are copies of the proposed revisions available.

ITEMS FROM CITY COUNCIL

Item No. 18: Adopt a Resolution Censuring Council Member Marquez for Violations of California Education Code § 7054, the City of Cypress Code of Ethics, and the City of Cypress Civility, Conduct and Governance Policy

Mayor Morales provided a report on this item.

City Council discussion ensued.

The City Attorney provided an overview of the City's censure procedures.

It was moved by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to adopt a Resolution, as amended, censuring Council Member Marquez for violations of the City of Cypress Code of Ethics and the City of Cypress Civility, Conduct and Governance Policy.

The motion was carried by the following roll call vote:

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

Council Member Marquez provided a rebuttal.

Mayor Morales asked if there was a motion to overturn the censure.

No motion was made.

RESOLUTION NO. 6905

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, CENSURING COUNCIL MEMBER FRANCES MARQUEZ
FOR VIOLATIONS OF THE CITY OF CYPRESS CODE OF ETHICS AND
THE CITY OF CYPRESS CONDUCT CIVILITY, CONDUCT AND
GOVERNANCE POLICY

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

Brittney Cook, Cypress, spoke regarding Agenda Item No. 18.

Helen Le, Cypress, spoke regarding Agenda Item No. 18.

Harumi Lucak, Cypress, spoke regarding district elections.

Glenn Button, Cypress, spoke regarding compliance with laws and policies.

Beth Culver, Cypress, thanked the City Council for their work.

Ed Kraemer, Cypress, spoke regarding Agenda Item No. 18.

Julie Foy, Cypress, spoke regarding Agenda Item No. 7.

Katie Shapiro, Cypress, spoke regarding Agenda Item No. 18.

Maria Campos-Krekos, Cypress, spoke regarding Agenda Item No. 18.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Marquez:

Attended the Chamber of Commerce networking breakfast. Currently working with the Department of Veterans Affairs to assist a local veteran with temporary housing. Attended a League of Women Voters event. Spoke with Anaheim Union High School District Superintendent. Met with Senator Newman regarding funding for mental health. Attended the Strategic Planning meeting. Attended the grand opening of the Legacy and Puente Centers at Cypress College. Thanked Public Works for responding to her maintenance request. Spoke regarding services offered at Express Urgent Care.

Council Member Peat:

Attended the Strategic Planning meeting. Congratulated Mayor Pro Tem Hertz-Mallari on the annual Boys and Girls Club of Greater Anaheim/Cypress Gala event. Encouraged local candidates to review City rules and policies regarding campaign advertisement.

Council Member Minikus:

Thanked the community for reaching out regarding his absence at the last meeting. Spoke regarding Suicide Prevention and Awareness month. Attended a candidate forum hosted by a local resident.

Mayor Pro Tem Hertz-Mallari:

Attended St. Irenaeus Catholic Church Fall Fiesta. Attended the Strategic Planning meeting. Attended the grand opening of the Legacy and Puente Centers at Cypress College. Visited the OCFA Fire Station at Fullerton Airport and participated in a ride along. Will attend an upcoming suicide prevention event at Fire Station No. 17.

Mayor Morales:

No Report.

CITY MANAGER REMARKS

The City Manager provided information on the Cypress Community Festival and Cypress Run. Reminded residents about upcoming events in the month of October.

ADJOURNMENT

A motion was made by Council Member Peat, seconded by Council Member Minikus, and unanimously carried 5-0-0, to adjourn the meeting at 10:40 p.m. The next Regular City Council Meeting will be held on Monday, October 10, 2022, beginning at 5:30 p.m. in the Executive Board Room.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Douglas Dancs, Director of Public Works

DATE: 10/10/2022

SUBJECT: Accept Katella Avenue Median Restoration, Project 267

RECOMMENDATION

1. Accept the Katella Avenue Median Restoration, Project 267, in the amount of \$436,224.03 and approve the final payment of \$21,811.20 to Marina Landscape Inc.; and

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

DISCUSSION

City Council awarded a contract to Marina Landscape Inc., in June 2021 for the Katella Avenue Median Restoration project. This 1.5 mile long project restored the landscape medians along Katella Avenue from Knott Avenue to Walker Street with drought-tolerant and native plants, a cohesive landscape aesthetic, and drip irrigation systems. Work began in November 2021 and was completed in September 2022. This project completes the City's multi-year effort to restore the landscaped medians along Valley View Street, Lincoln Avenue, and Katella Avenue due to the State's ban on irrigating grass within the medians.

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

BUDGET IMPACT

The original estimated cost of design, construction and inspection was \$681,875. Final project costs totaled \$561,357.03 and sufficient amounts are budgeted for this capital project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Katella Avenue Median Restoration Project 267

<u>Item Description</u>	<u>Original Amount</u>	<u>Actual Expenditures</u>	<u>Difference</u>
<u>Design</u>			
Design	\$69,984.00	\$68,984.00	\$1,000.00
Design Contingency (15%)	10,500.00	-	10,500.00
Sub-total Design	\$80,484.00	\$68,984.00	\$11,500.00
<u>Construction</u>			
Construction	\$443,059.00	\$436,224.03	\$6,834.97
Construction Contingency (15%)	66,500.00	-	66,500.00
Sub-total Construction	\$509,559.00	\$436,224.03	\$73,334.97
<u>Construction Management & Inspection</u>			
Inspection	\$79,832.00	\$56,149.00	\$23,683.00
Inspection Contingency (10%)	12,000.00	-	12,000.00
Sub-total Construction	\$91,832.00	\$56,149.00	\$35,683.00
Total Project	\$681,875.00	\$561,357.03	\$120,517.97



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

5.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/10/2022

SUBJECT: Adopt a Resolution Amending Hourly Pay Ranges for Temporary Part-Time and Seasonal Employees

RECOMMENDATION

Adopt a Resolution amending hourly pay ranges for temporary part-time and seasonal employees.

DISCUSSION

On July 27, 2022, the State Department of Finance certified under Labor Code section 1182.12(c)(3)(A) that annual inflation for the period July 1, 2021 through June 30, 2022 triggers a minimum wage increase from \$15.00 per hour to \$15.50 per hour effective January 1, 2023. This change applies to all California employers and necessitates pay range adjustments for certain City and District part-time classifications.

The attached pay schedule complies with the law and addresses potential compaction issues between classifications. The pay ranges for Recreation Leader I-IV, Administrative Intern, Maintenance Attendant, Police Aide, Recreation Facilities Attendant, and Customer Service Specialist have been adjusted to reflect the \$0.50 per hour increase and the new ranges will be effective December 23, 2022.

The attached pay schedule has also been updated to reflect automatic pay range adjustments effective in July 2022 for certain part-time classifications to equal the pay range of the associated full-time classifications. These automatic pay range adjustments impacted the part-time classifications of Maintenance Worker, Office Assistant I/II, Recreation Specialist, Chief of Police, Police Captain, City Engineer, Finance Manager/Assistant Director of Finance and Administrative Services, City Clerk, Maintenance Superintendent, Recreation and Community Services Manager, and all director positions. Additionally, the pay range for Investigative Assistant has been adjusted to align with Office Assistant I/II.

BUDGET IMPACT

The recommended hourly rate increases are expected to increase personnel costs between \$6,000 and \$9,000 for the final six months of the fiscal year depending on the volume of part-time hours worked. These hourly wage increases were anticipated and sufficient amounts are included in the FY 2022-23 budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

Attachment A - Part Time Pay Schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING RESOLUTION NO. 6866 ESTABLISHING HOURLY PAY RANGES FOR TEMPORARY PART-TIME AND SEASONAL POSITIONS

WHEREAS, the Personnel Rules and Regulations of the City of Cypress require that amendments or revisions to the Position Classification Plan, revisions to class specifications or salary adjustments for positions be approved by the City Council, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District; and

WHEREAS, on July 27, 2022, the Director of the Department of Finance certified that based on the annual inflation rate from July 1, 2021 to June 30, 2022, under Labor Code section 1182.12(c)(3)(A), the California minimum wage must be increased from \$15.00 per hour to \$15.50 per hour for all employers effective January 1, 2023; and

WHEREAS, certain part-time classifications are being updated to comply with minimum wage requirements and to avoid internal compaction between classifications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, that Resolution No. 6866 be amended as indicated below:

SECTION 1. Effective December 23, 2022, the increases associated with minimum wage adjustments for temporary part-time and seasonal employees in the positions indicated shall be compensated as indicated in Attachment "A".

SECTION 2. Current and future pay increases for the temporary part-time classifications of Maintenance Worker, Office Assistant I/II, Recreation Specialist, and all management classifications will be adjusted to be consistent with the regular full-time classifications.

SECTION 3. A temporary part-time and seasonal employee is eligible for a merit increase within the salary range established for the position based on acceptable job performance as approved by the Department Director and provided that the employee has worked a minimum number of hours from the date of appointment or the date of the last merit increase as indicated on the Attachment "A".

SECTION 4. A temporary part-time and seasonal employee must meet the qualifications of a position as specified in the job specification in order to qualify for a promotion to a position with a higher rate of pay. In addition, all promotions shall be based on acceptable job performance as approved by the Department Director.

SECTION 5. Incumbents of temporary part-time and seasonal positions receive no benefits except as required by State and Federal Law.

SECTION 6. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

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 10th day of October, 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 10th day of October, 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
TEMPORARY PART-TIME AND SEASONAL EMPLOYEES
HOURLY PAY RANGES
EFFECTIVE DECEMBER 23, 2022

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	
Recreation Leader I			\$15.5000			
Recreation Leader II			\$15.7500			
Recreation Leader III			\$16.2500	\$16.7500	\$17.2500	
Recreation Leader IV			\$18.0000	\$18.5000	\$19.0000	
STEP INCREASE ELIGIBILITY MINIMUM: 500 HOURS						
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	
Administrative Intern	\$15.7500	\$16.5000	\$17.2500	\$18.0000	\$18.7500	
Customer Service Specialist	\$16.5000	\$17.5000	\$18.5000	\$19.5000	\$20.5000	
Maintenance Attendant			\$15.5000	\$16.0000	\$16.5000	
Police Aide	\$15.5000	\$16.0000	\$16.5000	\$17.0000	\$17.5000	
Recreation Facilities Attendant			\$15.5000	\$16.0000	\$16.5000	
Investigative Assistant I	\$19.9374	\$20.9365	\$21.9750	\$23.0769	\$24.2192	
Investigative Assistant II	\$21.9750	\$23.0769	\$24.2192	\$25.4481	\$26.7231	
Police Officer Trainee	\$30.2200					
STEP INCREASE ELIGIBILITY MINIMUM: 1,040 HOURS						
(Effective July 8, 2022)						
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Maintenance Worker	\$21.8654	\$22.9788	\$24.1442	\$25.3442	\$26.5962	\$27.9346
Office Assistant I	<u>A</u>	<u>A1</u>	<u>B</u>	<u>B1</u>	<u>C</u>	<u>C1</u>
	\$19.9385	\$20.4404	\$20.9365	\$21.4615	\$21.9750	\$22.5288
	<u>D</u>	<u>D1</u>	<u>E</u>			
	\$23.0769	\$23.6481	\$24.2192			
Office Assistant II	<u>A</u>	<u>A1</u>	<u>B</u>	<u>B1</u>	<u>C</u>	<u>C1</u>
	\$21.9750	\$22.5288	\$23.0769	\$23.6481	\$24.2192	\$24.8308
	<u>D</u>	<u>D1</u>	<u>E</u>			
	\$25.4481	\$26.0769	\$26.7231			
Recreation Specialist	<u>A</u>	<u>A1</u>	<u>B</u>	<u>B1</u>	<u>C</u>	<u>C1</u>
	\$19.9029	\$20.4007	\$20.8982	\$21.4206	\$21.9429	\$22.4916
	<u>D</u>	<u>D1</u>	<u>E</u>			
	\$23.0403	\$23.6163	\$24.1923			
STEP INCREASE ELIGIBILITY MINIMUM: 1,040 HOURS						

ATTACHMENT "A"
CITY OF CYPRESS
TEMPORARY PART-TIME AND SEASONAL EMPLOYEES
HOURLY PAY RANGES
EFFECTIVE DECEMBER 23, 2022

Temporary Part-Time Management Positions (Effective July 8, 2022)

Chief of Police	\$101.0538 – \$118.5519
Police Captain	\$76.7250 – \$92.1057
Director of Finance and Administrative Services	\$92.3192 – \$110.7865
Director of Public Works	\$92.3192 – \$110.7865
Director of Planning	\$82.3846 – \$98.9250
Director of Recreation and Community Services	\$72.0173 – \$90.0230
City Engineer	\$64.2288 – \$84.7673
Finance Manager/Assistant Director of Finance and Administrative Services	\$64.2288 – \$84.7673
City Clerk	\$53.9423 – \$73.1365
Maintenance Superintendent	\$52.4307 – \$68.1576
Recreation and Community Services Manager	\$52.4307 – \$68.1576



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/10/2022

SUBJECT: Adopt a Resolution Establishing Salary and Benefits for Non-Represented Confidential Positions

RECOMMENDATION

Adopt a Resolution amending Resolution No. 6850 establishing salary and benefits for non-represented Confidential positions.

DISCUSSION

The City Council recently completed discussions with the City Manager considering pay for employees in positions classified as Confidential. Confidential employees are not represented by a bargaining unit and therefore are not subject to the meet-and-confer process. There are five budgeted positions within the Confidential group with an annual cost of approximately \$515,000. Two of the Confidential positions are currently under-filled with positions represented by the Cypress Employees' Association (CEA).

It is recommended employees in the Confidential group receive a five percent (5%) cost-of-living adjustment (COLA) retroactive to July 2022 and an additional four percent (4%) COLA effective in July 2023. These adjustments will help keep wages up with high inflation and its impacts on the Consumer Price Index (CPI), which in recent months has been hovering around 7.5%. The COLA increases will also assist the City in addressing retention and recruitment challenges, potential compaction issues, provide certainty for budgeting/forecasting over the next two years and improve employee relations and morale.

Confidential employees receive benefit adjustments consistent with those negotiated between the City and the CEA. The CEA negotiated a \$75 per month health insurance increase effective in January 2023. The maximum City contribution for medical insurance will increase from \$1,250 to \$1,325 and an equal adjustment to the benefits for Confidential employees is incorporated in the attached resolution. It is also recommended the City Manager be granted the authority to provide individual Confidential employees with a monthly auto allowance of up to \$75 if a position is required to routinely drive a personal vehicle during the course of their regular duties. The allowance will be considered on a case-by-case basis by the City Manager with the intent to ease the administrative burden

associated with tracking actual miles driven and the associated reimbursement process.

BUDGET IMPACT

The recommended salary and benefit cost increases for FY 2022-23 total approximately \$23,000 for the five budgeted Confidential positions. Actual FY 2022-23 costs will be less due to two positions being under filled and sufficient amounts are budgeted to provide for the recommended salary and benefit adjustments. Beginning in FY 2023-24, the annual ongoing cost impacts total \$40,000 and will be incorporated into future budgets.

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, AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING RESOLUTION NO. 6850 ESTABLISHING SALARY RANGES AND BENEFITS FOR CONFIDENTIAL POSITIONS

WHEREAS, the Personnel Rules and Regulations of the City of Cypress require that amendments or revisions to the Position Classification Plan, revisions to class specifications or salary adjustments for positions be approved by the City Council, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District; and

BE IT RESOLVED BY THE CITY COUNCIL of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, that the salary ranges and benefits for Confidential positions be approved as follows:

A. Monthly Salary Ranges effective July 8, 2022

POSITION

MONTHLY/HOURLY PAY RANGE

	A	A1	B	B1	C	C1	D	D1	E
Communications and Marketing Analyst	\$6,812 \$39.3000	\$6,981 \$40.2750	\$7,151 \$41.2557	\$7,328 \$42.2769	\$7,506 \$43.3038	\$7,695 \$44.3942	\$7,883 \$45.4788	\$8,081 \$46.6211	\$8,277 \$47.7519
Management Analyst	\$6,812 \$39.3000	\$6,981 \$40.2750	\$7,151 \$41.2557	\$7,328 \$42.2769	\$7,506 \$43.3038	\$7,695 \$44.3942	\$7,883 \$45.4788	\$8,081 \$46.6211	\$8,277 \$47.7519
Executive Assistant	\$5,679 \$32.7634	\$5,819 \$33.5711	\$5,961 \$34.3903	\$6,111 \$35.2557	\$6,259 \$36.1096	\$6,417 \$37.0211	\$6,575 \$37.9326	\$6,739 \$38.8788	\$6,902 \$39.8192
Payroll Coordinator	\$5,679 \$32.7634	\$5,819 \$33.5711	\$5,961 \$34.3903	\$6,111 \$35.2557	\$6,259 \$36.1096	\$6,417 \$37.0211	\$6,575 \$37.9326	\$6,739 \$38.8788	\$6,902 \$39.8192
Recording Secretary/ Deputy City Clerk	\$5,525 \$31.8750	\$5,665 \$32.6826	\$5,802 \$33.4730	\$5,949 \$34.3211	\$6,095 \$35.1634	\$6,246 \$36.0346	\$6,401 \$36.9288	\$6,560 \$37.8461	\$6,719 \$38.7634

	A	A1	B	B1	C	C1	D	D1	E
Human Resources Assistant	\$4,865 \$28.0673	\$4,986 \$28.7653	\$5,110 \$29.4807	\$5,236 \$30.2076	\$5,363 \$30.9403	\$5,501 \$31.7365	\$5,634 \$32.5038	\$5,777 \$33.3288	\$5,917 \$34.1365
	E1	F	F1	G					
	\$6,066 \$34.9961	\$6,213 \$35.8442	\$6,368 \$36.7384	\$6,525 \$37.6442					

B. Monthly Salary Ranges effective July 7, 2023

POSITION**MONTHLY/HOURLY PAY RANGE**

	A	A1	B	B1	C	C1	D	D1	E
Communications and Marketing Analyst	\$7,084 \$40.8692	\$7,260 \$41.8846	\$7,437 \$42.9057	\$7,621 \$43.9673	\$7,806 \$45.0346	\$8,003 \$46.1711	\$8,198 \$47.2961	\$8,404 \$48.4846	\$8,608 \$49.6615
Management Analyst	\$7,084 \$40.8692	\$7,260 \$41.8846	\$7,437 \$42.9057	\$7,621 \$43.9673	\$7,806 \$45.0346	\$8,003 \$46.1711	\$8,198 \$47.2961	\$8,404 \$48.4846	\$8,608 \$49.6615
Executive Assistant	\$5,906 \$34.0730	\$6,052 \$34.9153	\$6,199 \$35.7634	\$6,355 \$36.6634	\$6,509 \$37.5519	\$6,674 \$38.5038	\$6,838 \$39.4500	\$7,009 \$40.4365	\$7,178 \$41.4115
Payroll Coordinator	\$5,906 \$34.0730	\$6,052 \$34.9153	\$6,199 \$35.7634	\$6,355 \$36.6634	\$6,509 \$37.5519	\$6,674 \$38.5038	\$6,838 \$39.4500	\$7,009 \$40.4365	\$7,178 \$41.4115
Recording Secretary/ Deputy City Clerk	\$5,746 \$33.1500	\$5,892 \$33.9923	\$6,034 \$34.8115	\$6,187 \$35.6942	\$6,339 \$36.5711	\$6,496 \$37.4769	\$6,657 \$38.4057	\$6,822 \$39.3576	\$6,988 \$40.3153

	A	A1	B	B1	C	C1	D	D1	E
Human Resources Assistant	\$5,060 \$29.1923	\$5,185 \$29.9134	\$5,314 \$30.6576	\$5,445 \$31.4134	\$5,578 \$32.1807	\$5,721 \$33.0057	\$5,859 \$33.8019	\$6,008 \$34.6615	\$6,154 \$35.5038
	E1	F	F1	G					
	\$6,309 \$36.3980	\$6,462 \$37.2807	\$6,623 \$38.2096	\$6,786 \$39.1500					

- C. Other Benefits – Confidential employees shall be provided other benefits as provided to the Cypress City Employees' Association.
- D. Auto Allowance – The City Manager shall have the authority to provide individual Confidential employees with a monthly auto allowance of up to \$75 if a position is required to routinely drive a personal vehicle during the course of their regular duties.

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 10th day of October, 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 10th day of October, 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

7.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/10/2022

SUBJECT: Adopt Resolutions Establishing Salary and Benefits for Executive Management and Mid-Management Positions

RECOMMENDATION

1. Adopt a Resolution establishing salary ranges for Executive Management positions; and
2. Adopt a Resolution establishing salary ranges for Mid-Management positions; and
3. Adopt a Resolution approving the Schedule of Benefits (Exhibit A) for Executive Management and Mid-Management positions.

DISCUSSION

The City Council recently completed discussions with the City Manager considering pay and benefits for employees in Executive Management and Mid-Management positions. The two groups of management employees comprise 24 positions throughout all departments. The annual cost of these 24 positions is approximately \$4.9 million. Executive Management employees are at-will and Mid-Management employees are not represented by a bargaining unit and therefore, neither group is subject to the meet-and-confer process.

It is recommended Executive and Mid-Management employees receive a five percent cost-of-living adjustment (COLA) retroactive to July 2022 and an additional four percent COLA effective in July 2023. These adjustments will help keep wages up with high inflation and its impacts on the Consumer Price Index (CPI), which in recent months has been hovering around 7.5%. The COLA increases will also assist the City in addressing retention and recruitment challenges, potential compaction issues, provide certainty with budgeting/forecasting over the next two years and improve employee relations and morale. The City Manager's employment agreement requires any COLA approved for Executive Management (as a percentage) also be provided to him; therefore, the City Manager's salary will be adjusted accordingly in July 2022 and July 2023.

It is also recommended that the salaries for the Director of Finance and Administrative Services, Director of Public Works, Director of Planning, and the Director of Recreation and Community Services classifications move from a single range to individual ranges. Prior to 2009, the salary ranges were separate. Reverting to individual ranges will better align compensation with similar positions in the competitive market and provide a greater degree of transparency for recruitment purposes. There are no additional costs associated with the restructuring of the ranges.

In addition, the following benefit adjustments are recommended effective in January 2023:

Executive Management

Benefit	Current	Recommended
Auto Allowance	\$400 per month	\$500 per month
Technology Allowance	\$50 per month cell phone allowance	\$100 per month

Executive Wellness	Up to \$1,000 reimbursement for eligible health expenses on a biennial basis	Up to \$1,000 annual reimbursement
Severance Pay (If terminated without cause)	None	Equal to four months' salary

Mid-Management

Benefit	Current	Recommended
Auto Allowance	\$100 per month	\$200 per month
Technology Allowance	Monthly cell phone allowance of \$35 or \$50 issued at the discretion of the department director.	\$75 per month
Severance Pay (If terminated without cause)	None	Equal to six months' salary for the City Clerk. Not applicable to other mid-management positions.

These changes are reflected in the attached Schedule of Benefits (Exhibit A). Additional changes to the Schedule of Benefits include language clarification and the automatic annual adjustment to the cafeteria allowance based on an established formula. The City Manager's contract also provides that he receive the same auto allowance and other benefits provided to Executive Management.

No other changes to compensation are proposed.

BUDGET IMPACT

The recommended salary and benefit increases for FY 2022-23 total approximately \$280,000 for the 24 budgeted management positions and City Manager. Actual FY 2022-23 cost increases will be less due to several mid-management vacancies and sufficient amounts are available in the budget due to anticipated salary savings. Beginning in FY 2023-24, the annual ongoing cost impacts total \$505,000 and will be incorporated into future budgets.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - Executive Management
Resolution - Mid Management
Resolution - Management Schedule of Benefits
Exhibit A - Schedule of Benefits
Exhibit A - Schedule of Benefits (Redline version)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT, AMENDING
RESOLUTION NO. 6851 ESTABLISHING SALARY RANGES FOR
EXECUTIVE MANAGEMENT POSITIONS

WHEREAS, Executive Management salary range adjustments are required to be approved by Resolution of the City Council, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District; and

WHEREAS, there was previously a single salary range for the classifications of Director of Finance and Administrative Services, Director of Public Works, Director of Planning, and Director of Recreation and Community Services, the ranges have been individualized to better align with similar positions in the competitive market; and

WHEREAS, the newly established ranges reflect a five percent (5%) cost-of-living adjustment (COLA) retroactive to July 2022 and a four percent (4%) COLA in July 2023; and

BE IT RESOLVED 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, that Resolution No. 6851 be amended and that the salary ranges for positions in Executive Management be approved as follows:

A. **Monthly Salary Ranges effective July 8, 2022**

<u>POSITION</u>	<u>MONTHLY SALARY RANGE</u>
Chief of Police	\$17,516 – \$20,549
Director of Finance and Administrative Services	\$16,002 – \$19,203
Director of Public Works	\$16,002 – \$19,203
Director of Planning	\$14,280 – \$17,147
Director of Recreation and Community Services	\$12,483 – \$15,604

B. **Monthly Salary Ranges effective July 7, 2023**

<u>POSITION</u>	<u>MONTHLY SALARY RANGE</u>
Chief of Police	\$18,217 – \$21,371
Director of Finance and Administrative Services	\$16,642 – \$19,971
Director of Public Works	\$16,642 – \$19,971
Director of Planning	\$14,851 – \$17,833
Director of Recreation and Community Services	\$12,982 – \$16,228

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 10th day of October, 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 10th day of October, 2022, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT, AMENDING
RESOLUTION NO. 6898 ESTABLISHING SALARY RANGES FOR
MID-MANAGEMENT POSITIONS

WHEREAS, Mid-Management Management salary range adjustments are required to be approved by Resolution of the City Council, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District; and

WHEREAS, the ranges have been updated to reflect a five percent (5%) cost-of-living adjustment (COLA) retroactive to July 2022 and a four percent (4%) COLA in July 2023; and

BE IT RESOLVED BY THE CITY COUNCIL of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, that Resolution No. 6898 be amended and that the salary ranges for positions classified as Mid-Management be approved as follows:

A. **Monthly Salary Ranges effective July 8, 2022**

<u>POSITION</u>	<u>MONTHLY SALARY RANGE</u>
City Engineer	\$11,133 – \$14,693
Asst. Dir. of Finance & Admin. Services/Finance Manager	\$11,133 – \$14,693
Assistant City Engineer	\$10,085 – \$13,242
Information Technology Manager	\$10,085 – \$13,242
Business Development Manager	\$9,350 – \$12,677
City Clerk	\$9,350 – \$12,677
Human Resources Manager	\$9,350 – \$12,677
Maintenance Superintendent	\$9,088 – \$11,814
Recreation and Community Services Manager	\$9,088 – \$11,814
Human Resources Administrator	\$7,869 – \$10,591
Network Administrator	\$7,869 – \$10,591
Senior Management Analyst	\$6,844 – \$9,151
Maintenance Supervisor	\$6,304 – \$8,197
Police Support Services Supervisor	\$6,304 – \$8,197
Recreation Supervisor	\$6,304 – \$8,197

B. **Monthly Salary Ranges effective July 7, 2023**

POSITION

MONTHLY SALARY RANGE

City Engineer	\$11,578 – \$15,281
Asst. Dir. of Finance & Admin. Services/Finance Manager	\$11,578 – \$15,281
Assistant City Engineer	\$10,488 – \$13,772
Information Technology Manager	\$10,488 – \$13,772
Business Development Manager	\$9,724 – \$13,184
City Clerk	\$9,724 – \$13,184
Human Resources Manager	\$9,724 – \$13,184
Maintenance Superintendent	\$9,452 – \$12,287
Recreation and Community Services Manager	\$9,452 – \$12,287
Human Resources Administrator	\$8,184 – \$11,015
Network Administrator	\$8,184 – \$11,015
Senior Management Analyst	\$7,118 – \$9,517
Maintenance Supervisor	\$6,556 – \$8,525
Police Support Services Supervisor	\$6,556 – \$8,525
Recreation Supervisor	\$6,556 – \$8,525

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 10th day of October, 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 10th day of October, 2022, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING
RESOLUTION NO. 6859 ESTABLISHING BENEFITS FOR
MANAGEMENT EMPLOYEES

WHEREAS, the City Council establishes benefits for management employees through adoption of a Resolution specifying benefits to be received; and

WHEREAS, management positions shall be provided health and life insurance coverage and leave benefits provided to other employee bargaining units in the City; and

WHEREAS, benefits for Executive Management and Mid-Management employees are established and outlined in a Schedule of Benefits; and

WHEREAS, the health insurance cafeteria allowance for management employees is adjusted annually utilizing a formula contained in the Schedule of Benefits; and

WHEREAS, other changes to the Schedule of Benefits effective January 1, 2023 include adjustments to the auto allowance and Executive Management wellness benefit, and the addition of a technology allowance and severance pay; and

WHEREAS, severance pay is limited to Executive Management employees and the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, HEREBY DOES RESOLVE, DETERMINE and ORDER, that Resolution No. 6859 be amended as indicated below:

SECTION 1. That the schedule of Benefits shown in Exhibit A shall apply for all City of Cypress employees classified as Executive Management and Mid-Management employees.

SECTION 2. That Exhibit A shall reflect other language clarification changes.

SECTION 3. This Resolution shall be effective on October 10, 2022, and all resolutions and parts of resolutions in conflict herewith are hereby rescinded.

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 10th day of October, 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 10th day of October, 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'

CITY OF CYPRESS SCHEDULE OF BENEFITS EXECUTIVE AND MID-MANAGEMENT EMPLOYEES

PART I - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with one floating holiday (9 hours). Employees hired after the beginning of the payroll year, but before September 1, will be credited with the floating holiday. Floating holiday may be taken subject to approval of the employee's supervisor after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. Floating holiday must be taken as paid time off in the credited payroll year. There shall be no cash payment for unused floating holiday.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

D. Religious holidays requested off shall be done so in writing to the employee's supervisor. If approved, such time shall be charged against accumulated vacation or floating holiday leave.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

PART II - VACATION

Section 1. Eligibility. All regular, full-time employees, having completed a minimum of six (6) months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at the employee's then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual.

Executive Management employees shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
10.0000	1st – 6th year	(120 hours)
10.6667	7th year	(128 hours)
11.3334	8th year	(136 hours)
12.0000	9th year	(144 hours)
12.6667	10th year	(152 hours)
13.3334	11th year	(160 hours), and each month thereafter.

Mid-Management employees shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
6.6670	1st year	(80 hours)
7.3334	2nd year	(88 hours)
8.0000	3rd year	(96 hours)
8.6667	4th year	(104 hours)
9.3334	5th year	(112 hours)
10.0000	6th year	(120 hours)
10.6667	7th year	(128 hours)
11.3334	8th year	(136 hours)
12.0000	9th year	(144 hours)
12.6667	10th year	(152 hours)
13.3334	11th year	(160 hours), and each month thereafter.

Section 3. Maximum Accrual.

A. Executive Management employees may accumulate unused vacation to a maximum of three hundred and sixty (360) hours. Mid-Management employees may accumulate unused vacation to a maximum of the amount accrued in the twenty-four (24) months immediately preceding the employee's anniversary date of employment with a maximum of 320 hours. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum provided in this Section. However, the value of vacation hours earned in excess of the maximum accrual will be contributed towards the employee's Retiree Health Savings Plan. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours of vacation in his/her current anniversary year may elect to be paid for up to a maximum of eighty (80) hours of accrued vacation in the following calendar year. Request for payment must be made in writing to Human Resources by December 15 of the prior calendar year for the requested payment on the employee's anniversary date. For example, if an employee with an anniversary date of April 1 submits a payout request of 80 hours prior to December

15, 2022 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in April 2023.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each thirty (30) day period of such leave. Vacation leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

PART III - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the City Manager or the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace Healthy Family Act of 2014. The employee requesting sick leave shall notify his/her immediate supervisor prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with these provisions and the department head or the City Manager has approved such payment.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight (8) hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least fifteen (15) working days in that month. Sick leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit.

B. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all regular employees who have a minimum of one hundred twenty (120) hours of

accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll at a rate of fifty percent (50%) of current salary. Employees must have a minimum balance of one hundred twenty (120) hours after the payment of sick leave to be eligible for the payout.

C. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees who have a minimum of two hundred forty (240) hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll, at a rate of one hundred percent (100%) of current salary. Employees must have a minimum balance of one hundred twenty (120) hours after payment of sick leave to be eligible for the payout.

D. Employees wishing to opt for payments stated in Section 4. (B) and (C) above, must notify Human Resources by December 15 for payment on the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum 48 hours prior to December 15, 2022, payment will be issued in December 2023 (if eligible).

E. In accordance with the annual conversion policy set forth in Section 4. (B), (C) and (D) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

F. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of sixty (60) days or four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive fifty percent (50%) compensation for that accumulated sick leave.

G. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of five (5) years of service and with between two hundred forty (240) hours and four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

H. If the Chief of Police was promoted and was previously a member of the Cypress Police Management Association (PMA), upon service retirement or termination, he/she will be entitled to receive payment of accumulated sick leave hours earned prior to promotion to Chief of Police, consistent with the terms of the PMA Memorandum of Understanding in effect at the time of promotion. Accumulated sick leave hours will be documented at the time of promotion and shall be paid to the Chief of Police at the highest hourly rate within the PMA upon separation from employment. Sick leave hours accumulated as Chief of Police will be paid in accordance with the sections above. If the Chief of Police is terminated for misconduct, he/she is ineligible for this payment.

I. In accordance with the payment plan set forth in Section 4 (F) and (G) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he/she receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave provided that: immediately upon return to duty, the employee submits to his/her department head a written request for sick leave and a written statement signed by his/her physician that includes the dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to his/her department head and City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his accumulated sick leave.
2. The employee presents to his/her department head for referral to and consideration by the City Manager, a written estimate of the time needed for recovery signed by the employee's physician.
3. Prior to resuming his/her duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) of 1991. Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties for the City, shall be entitled, regardless of his/her period of service with the City, to a leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability pension. Employees are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five (5) working days of such disability, the City shall pay one hundred percent (100%) of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive eighty percent (80%) of salary in lieu of temporary disability payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of his/her service with the City may apply for benefits under the disability insurance plan provided by the City.

Section 11. California Labor Code Section 233

Pursuant to California Labor Code Section 233, employees may use a total of forty-eight (48) hours of their accrued and available sick leave for the following reasons:

1. To attend to the illness of their child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild or sibling.
2. To obtain any relief of services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - a. A temporary restraining order or restraining order.
 - b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - f. To participate in safety planning and take other action to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

ARTICLE IV - HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

MEDICAL RATE PROVISIONS AND SCHEDULE

Health Insurance Benefit: The City shall provide health insurance coverage for the employee and any dependents which may include medical, dental and vision insurance plans. Effective January 1, 2023, the maximum contribution amount will increase from \$2,200.79 to \$2,243.70 per month for Executive Management and Mid-Management employees. Annual increases to the City's monthly contributions shall be based upon the average cost of all area HMO plans offered through the PERS Health Plan (2022 \$2,028.08/ 2023 \$2,070.99) plus the DPO Dental Family rate (2022/2023 \$146.90) and the Family Vision rate (2022/2023 \$25.81). Employees shall maintain the PERS Health Plan minimally at the employee-only coverage level, unless the employee demonstrates proof of other group coverage. Coverage under dental and vision plans shall be optional.

If the City's contribution exceeds the total premium cost of health plans chosen by the employee, the difference may be contributed toward additional/dependent coverage, including additional life insurance, or paid as additional compensation.

If the total premium cost of health plans chosen by the employee exceeds the City's contribution, the employee shall pay, through payroll deduction, the difference between the total cost

and the City's contribution. The employee's exercise of the option to use the difference toward additional/dependent health coverage or receive the additional cash as compensation is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

B. Retiree Health Savings Plan. The City will contribute \$185 per month for each employee participating in the Retiree Health Savings Plan.

C. Retiree Health Savings Program. Full-time employees who promote to a management classification, and have previously opted to grandfather into the Supplemental Health Care Benefit Program, may elect to remain in the program in lieu of mandatory enrollment in the Retiree Health Savings Plan.

D. 401(a) Retirement Savings Plan. The City will contribute \$200 per month for Executive Management positions.

Section 2. Life Insurance Plan.

Executive Management. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to \$300,000.

Mid-Management. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee of \$50,000.

Section 3. Disability Insurance Plan. The City shall provide a short-term and long-term disability insurance plan for all employees covered by this agreement. The City shall pay one hundred percent (100%) of the premium.

Section 4. Wellness Program. Effective January 1, 2023, Executive Management employees may request reimbursement for a maximum of \$1,000 on an annual basis for eligible wellness program expenses as determined by the Personnel Officer.

Prior to January 1, 2023, Executive Management employees may request reimbursement for a maximum of \$1,000 for the period of July 1, 2021 through December 31, 2022.

PART V – RETIREMENT

Section 1. The City shall make contributions for employees to the California Public Employees Retirement System (CalPERS) plan known as two percent (2%) at fifty-five (55) for "Classic" Miscellaneous members and three percent (3%) at fifty (50) for "Classic" Safety members. "Classic" Miscellaneous employees hired prior to June 30, 2010 shall contribute three percent (3%) of salary towards their CalPERS retirement plan.

Section 2. Employees hired after June 30, 2010, if determined to be "Classic" Miscellaneous members, shall contribute six percent (6%) of salary towards their CalPERS retirement plan.

Section 3. The Chief of Police, if determined to be a "Classic" Safety member, shall contribute twelve percent (12%) of salary towards his/her CalPERS retirement plan.

Section 4. Employees hired after January 1, 2013 and are new to CalPERS, or have had a six (6) month or more break in service, are considered "PEPRA" members and are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

Section 5. The City's CalPERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 6. The City's CalPERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of \$2.00 per month.

Section 7. The City's CalPERS contract shall provide for the "Single Highest Year Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit.

PART VI - AUTO ALLOWANCE

Executive Management employees shall receive \$400 per month for auto allowance through December 31, 2022. Effective January 1, 2023, the auto allowance will be adjusted to \$500 per month. The Chief of Police has the option of being provided a City vehicle in lieu of the auto allowance.

Mid-Management employees shall receive \$100 per month for auto allowance through December 31, 2022. Effective January 1, 2023, the auto allowance will be adjusted to \$200 per month. The City Clerk shall receive \$300 per month for auto allowance.

PART VII – TECHNOLOGY ALLOWANCE

Effective January 1, 2023, a monthly technology allowance will be provided in the amount of \$100 for Executive Management employees and \$75 for Mid-Management employees to purchase and maintain personal technology devices (i.e. cell phone, computer, tablet) and/or services (i.e. internet, cell phone service) to perform the duties of their position.

The technology allowance will supersede the cell phone allowance provided to management employees prior to December 31, 2022.

PART VIII – UNIFORM ALLOWANCE

The classification of Police Chief shall receive a Uniform Allowance of \$850 per year.

The classification of Police Support Services Supervisor shall receive a Uniform Allowance of \$600 per year.

The classification of Maintenance Supervisor shall receive a Boot/Safety Shoe Allowance of \$250 per year. To be eligible for reimbursement, the employee must submit a receipt from the purchase of boots/safety shoes to Human Resources.

PART IX – SPECIAL PAY PROVISION

Section 1. Assistant City Manager Designation. The City Manager may designate the title of Assistant City Manager and assign additional job duties at the higher responsibility to an employee in one the following Executive Management positions: Director of Public Works, Director of Finance and Administrative Services, Chief of Police, Planning Director or Director of Recreation and Community Services. The City Manager may authorize additional compensation of up to 5% over base pay for such duties. The duration of the assignment and additional compensation shall be at the sole discretion of the City Manager.

Section 2. Acting Pay for Executive Management Positions. The City Manager may temporarily grant up to a five percent (5%) increase for an acting assignment for those positions who

assume acting duties. The increase must fall within the range of the higher position but not exceed the top of the position's range.

Section 3. Management Performance Recognition Program. The City Manager may recognize the outstanding performance of Executive Management and Mid-Management employees. Based upon criteria and the sole discretion of the City Manager, employees will be eligible to receive a one-time payment up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review.

Section 4. Temporary Succession Planning Pay. The City Manager may grant temporary pay to management employees training for potential advancement to a higher-level position. The temporary pay would not exceed five percent (5%) of the employee's current rate of pay. Such assignment would be limited to a maximum of six months. This form of pay differs from Acting Pay in that the position is filled with an incumbent and the employee being trained is not assuming all of the responsibilities associated with the position.

Section 5. Severance. Effective January 1, 2023, Executive Management employees are entitled to four months' base salary if terminated without cause. The City Clerk is entitled to six months' base salary if terminated without cause.

"Cause" for termination shall include, but not limited to the following: persistent, habitual or willful neglect of duty; insubordination; corrupt or willful misconduct; willful malfeasance or conviction of an illegal act amounting to an act of moral turpitude; willful destruction or misuse of City property; habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs; inexcusable absence without an authorized leave of absence; theft or attempted theft; financial mismanagement; material dishonesty; willful violation of Federal or State discrimination and harassment laws while acting in the course and scope of employment; willful and unlawful retaliation against any City officer or employee; engaging in conduct tending to bring embarrassment or disrepute to the City.

EXHIBIT 'A'

CITY OF CYPRESS SCHEDULE OF BENEFITS EXECUTIVE AND MID-MANAGEMENT EMPLOYEES

PART I - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with one floating holiday (9 hours). Employees hired after the beginning of the payroll year, but before September 1, will be credited with the floating holiday. Floating holiday may be taken subject to approval of the employee's supervisor after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. Floating holiday must be taken as paid time off in the credited payroll year ~~of crediting~~. There shall be no cash payment for unused floating holiday.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

D. Religious holidays requested off shall be done so in writing to the employee's supervisor. If approved, such time shall be charged against accumulated ~~sick leave, vacation,~~ or floating holiday leave.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

PART II - VACATION

Section 1. Eligibility. All regular, full-time employees, having completed a minimum of six (6) months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at the employee's then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual.

Executive Management employees shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
10.0000	1st – 6th year	(120 hours)
10.6667	7th year	(128 hours)
11.3334	8th year	(136 hours)
12.0000	9th year	(144 hours)
12.6667	10th year	(152 hours)
13.3334	11th year	(160 hours), and each month thereafter.

Mid-Management employees shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
6.6670	1st year	(80 hours)
7.3334	2nd year	(88 hours)
8.0000	3rd year	(96 hours)
8.6667	4th year	(104 hours)
9.3334	5th year	(112 hours)
10.0000	6th year	(120 hours)
10.6667	7th year	(128 hours)
11.3334	8th year	(136 hours)
12.0000	9th year	(144 hours)
12.6667	10th year	(152 hours)
13.3334	11th year	(160 hours), and each month thereafter.

Section 3. Maximum Accrual.

A. Executive Management employees may accumulate unused vacation to a maximum of three hundred and sixty (360) hours. Mid-Management employees may accumulate unused vacation to a maximum of the amount accrued in the twenty-four (24) months immediately preceding the employee's anniversary date of employment with a maximum of 320 hours. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum provided in this Section. However, the value of vacation hours earned in excess of the maximum accrual will be contributed towards the employee's Retiree Health Savings Plan. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours of vacation in his/her current anniversary year may elect to be paid for up to a maximum of eighty (80) hours of accrued vacation in the following calendar year. Request for payment must be made in writing to Human Resources by December 15 of the prior calendar year for the requested payment on the employee's anniversary date. For example, if an employee with an

anniversary date of April 1 submits a payout request of 80 hours prior to December 15, 202~~29~~³⁴ and is deemed eligible to receive a payout, the employee will be paid for 80 hours in April 202~~29~~³⁴.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each thirty (30) day period of such leave. Vacation leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

PART III - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the City Manager or the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace Healthy Family Act of 2014. The employee requesting sick leave shall notify his/her immediate supervisor prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with these provisions and the department head or the City Manager has approved such payment.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight (8) hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least fifteen (15) working days in that month. Sick leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 4. Accumulation and Payment Plan.

A. ~~—A.~~ Accrued sick leave may be accumulated without limit.

B. ~~P, except that~~ payment of accumulated sick leave shall be granted by the Personnel Officer on an ~~annual~~ basis to all regular employees who have a minimum of one hundred twenty (120) hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours

of sick leave, during the subsequent December's special payroll at a rate of fifty percent (50%) of current salary ~~for one-half (1/2) of their annual unused sick leave~~. Employees must have a minimum balance of one hundred twenty (120) hours after the payment of sick leave to be eligible for the payout.

CB. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees ~~covered by this Agreement~~ who have a minimum of two hundred forty (240) hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll, at a rate of one hundred percent (100%) of current salary ~~for one-half (1/2) of their annual unused sick leave~~. Employees must have a minimum balance of one hundred twenty (120) hours after payment of sick leave to be eligible for the payout.

DG. Employees wishing to opt for payments stated in Section 4. (BA) and (CB) above, must notify Human Resources by December 15 for payment on the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum 48 hours prior to December 15, 20220, payment will be issued in December 20231 (if eligible). ~~The maximum number of hours eligible for payout in December 2021 will be based on the sick leave hours used in the 2021 payroll year and may be less than the maximum requested.~~

ED. In accordance with the annual conversion policy set forth in Section 4. (BA), (CB) and (DG) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

FE. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of sixty (60) days or four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive fifty percent (50%) compensation for that accumulated sick leave.

GF. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of five (5) years of service and with between two hundred forty (240) hours and four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

HG. If the Chief of Police was promoted and was previously a member of the Cypress Police Management Association (PMA), uUpon service retirement or termination, he/she the Chief of Police will be entitled to receive payment of accumulated sick leave hours earned prior to promotion to Chief of Police, consistent with the terms of the ~~Police Management Association (PMA)~~ Memorandum of Understanding in effect at the time of promotion. Accumulated sick leave hours will be documented at the time of promotion and shall be paid to the Chief of Police at the highest hourly rate within the PMA upon separation from employment. Sick leave hours accumulated as Chief of Police will be paid in accordance with the sections above. If the Chief of Police is terminated for misconduct, he/she is ineligible for this payment.

IH. In accordance with the payment plan set forth in Section 4 (FE) and (GF) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he/she receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave provided that: immediately upon return to duty, the employee submits to his/her department head a written request for sick leave and a written statement signed by his/her physician that includes the dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to his/her department head and City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his accumulated sick leave.
2. The employee presents to his/her department head for referral to and consideration by the City Manager, a written estimate of the time needed for recovery signed by the employee's physician.
3. Prior to resuming his/her duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

~~4. The maximum period of such leave shall be three (3) calendar months. If the employee desires an extension, he/she shall follow, prior to the termination of his/her initial leave, the procedure described in subparagraph (2) above.~~

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) of 1991. Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties for the City, shall be entitled, regardless of his/her period of service with the City, to a leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability pension. Employees are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five

(5) working days of such disability, the City shall pay one hundred percent (100%) of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive eighty percent (80%) of salary in lieu of temporary disability payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of his/her service with the City may apply for benefits under the disability insurance plan provided by the City.

Section 11. California Labor Code Section 233

Pursuant to California Labor Code Section 233, employees may use a total of forty-eight (48) hours of their accrued and available sick leave for the following reasons:

1. To attend to the illness of their child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild or sibling.
2. To obtain any relief of services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - a. A temporary restraining order or restraining order.
 - b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - f. To participate in safety planning and take other action to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

ARTICLE IV - HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

MEDICAL RATE PROVISIONS AND SCHEDULE

HealthMedical Insurance Benefit: The City shall provide ~~medical-health~~ insurance coverage for the employee and any dependents which may include medical, dental and vision insurance plans. Effective January 1, ~~2023~~2022, the maximum contribution amount will increase from ~~\$2,200.79~~\$2,118.39 to ~~\$2,200.79~~\$2,243.70 per month for Executive Management and Mid-Management employees. Annual increases to the City's monthly contributions shall be based upon the average cost of all area HMO plans offered through the PERS Health Plan (~~2021 \$1,951.18~~/2022 \$2,028.08/ ~~2023 \$2,070.99~~) plus the DPO Dental Family rate (~~2021 \$141.40~~/2022/~~2023~~ \$146.90) and

the Family Vision rate (~~2021/2022/2023~~ \$25.81). Employees shall maintain the PERS Health Plan minimally at the employee-only coverage level, unless the employee demonstrates proof of other group coverage. Coverage under dental and vision plans shall be optional.

If the City's contribution exceeds the total premium cost of health plans chosen by the employee, the difference may be contributed toward additional/dependent coverage, including additional life insurance, or paid as additional compensation.

If the total premium cost of health plans chosen by the employee exceeds the City's contribution, the employee shall pay, through payroll deduction, the difference between the total cost and the City's contribution. The employee's exercise of the option to use the difference toward additional/dependent health coverage or receive the additional cash as compensation is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

B. Retiree Health Savings Plan. The City will contribute \$185 per month for each employee participating in the Retiree Health Savings Plan.

C. Retiree Health Savings Program. Full-time employees who promote to a management classification, and have previously opted to grandfather into the Supplemental Health Care Benefit Program, may elect to remain in the program in lieu of mandatory enrollment in the Retiree Health Savings Plan.

D. 401(a) Retirement Savings Plan. The City will contribute \$200 per month for Executive Management positions.

Section 2. Life Insurance Plan.

Executive Management. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to \$300,000.

Mid-Management. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee of \$50,000.

~~A. The City will pick up the cost of rate increases that occur within the Life Insurance Plan.~~

Section 3. Disability Insurance Plan. The City shall provide a short-term and long-term disability insurance plan for all employees covered by this agreement. The City shall pay one hundred percent (100%) of the premium.

Section 4. Wellness Program. Effective January 1, 2023, Executive Management ~~positions~~ employees shall be provided may request reimbursement for a maximum of \$1,000 on an biennial annual basis ~~(every two years)~~ for eligible wellness program expenses as determined by the Personnel Officer.

Prior to January 1, 2023, Executive Management employees may request reimbursement for a maximum of \$1,000 for the period of July 1, 2021 through December 31, 2022.

PART V – RETIREMENT

Section 1. The City shall make contributions for employees to the California Public Employees Retirement System (CalPERS) plan known as two percent (2%) at fifty-five (55) for "Classic"

Miscellaneous members and three percent (3%) at fifty (50) for "Classic" Safety members. ~~Effective July 10, 2020,~~ "Classic" Miscellaneous employees hired prior to June 30, 2010 shall contribute three percent (3%) of salary towards their CalPERS retirement plan.

Section 2. ~~Effective July 10, 2020, e~~Employees hired after June 30, 2010, if determined to be "Classic" Miscellaneous members, shall contribute six percent (6%) of salary towards their CalPERS retirement plan.

Section 3. The Chief of Police, if determined to be a "Classic" Safety member, shall contribute twelve percent (12%) of salary towards his/her CalPERS retirement plan. ~~effective November 10, 2020~~

Section 4. Employees hired after January 1, 2013 and are new to CalPERS, or have had a six (6) month or more break in service, are considered "PEPRA" members and are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

Section 5. The City's CalPERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 6. The City's CalPERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of \$2.00 per month.

Section 7. The City's CalPERS contract shall provide for the "Single Highest Year Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit.

PART VI - AUTO ALLOWANCE

Executive Management employees shall receive \$400 per month for auto allowance through December 31, 2022. Effective January 1, 2023, the auto allowance will be adjusted to \$500 per month. The Chief of Police has the option of being provided a City vehicle in lieu of the auto allowance.

~~The City Clerk shall receive \$300 per month for auto allowance. All other~~ Mid-Management employees shall receive \$100 per month for auto allowance through December 31, 2022. Effective January 1, 2023, the auto allowance will be adjusted to \$200 per month. The City Clerk shall receive \$300 per month for auto allowance.

PART VII – TECHNOLOGY ALLOWANCE

Effective January 1, 2023, a monthly technology allowance will be provided in the amount of \$100 for Executive Management employees and \$75 for Mid-Management employees to purchase and maintain personal technology devices (i.e. cell phone, computer, tablet) and/or services (i.e internet, cell phone service) to perform the duties of their position.

The technology allowance will supersede the cell phone allowance provided to management employees prior to December 31, 2022.

PART VIII – UNIFORM ALLOWANCE

The classification of Police Chief shall receive a Uniform Allowance of \$850 per year.

The classification of Police Support Services Supervisor shall receive a Uniform Allowance of \$600 per year.

The classification of Maintenance Supervisor shall receive a Boot/Safety Shoe Allowance of \$250 per year. To be eligible for reimbursement, the employee must submit a receipt from the purchase of boots/safety shoes to Human Resources.

PART ~~IXVIII~~ – SPECIAL PAY PROVISION

Section 1. Assistant City Manager Designation. The City Manager may designate the title of Assistant City Manager and assign additional job duties at the higher responsibility to an employee in one the following Executive Management positions: Director of Public Works, Director of Finance and Administrative Services, Chief of Police, Planning Director or Director of Recreation and Community Services. The City Manager may authorize additional compensation of up to 5% over base pay for such duties. The duration of the assignment and additional compensation shall be at the sole discretion of the City Manager.

Section 2. Acting Pay for Executive Management Positions. The City Manager may temporarily grant up to a five percent (5%) increase for an acting assignment for those positions who assume acting duties. The increase must fall within the range of the higher position but~~may~~ not exceed the top of the position's range.

Section 3. Management Performance Recognition Program. The City Manager may recognize the outstanding performance of Executive Management and Mid-Management employees. Based upon criteria and the sole discretion of the City Manager, employees will be eligible to receive a one-time payment up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review ~~and represents a one-time payment.~~

Section 4. Temporary Succession Planning Pay. The City Manager may grant temporary pay to management employees training for potential advancement to a higher-level~~key~~ position. The temporary pay would not exceed five percent (5%) of the employee's current rate of pay. Such assignment would be limited to a maximum of six months. This form of pay differs from Acting Pay in that the ~~key~~ position is filled with an incumbent and the employee being trained is not assuming all of the responsibilities associated with the position.

Section 5. Severance. Effective January 1, 2023, Executive Management employees are entitled to four months' base salary if terminated without cause. The City Clerk is entitled to six months' base salary if terminated without cause.

"Cause" for termination shall include, but not limited to the following: persistent, habitual or willful neglect of duty; insubordination; corrupt or willful misconduct; willful malfeasance or conviction of an illegal act amounting to an act of moral turpitude; willful destruction or misuse of City property; habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs; inexcusable absence without an authorized leave of absence; theft or attempted theft; financial mismanagement; material dishonesty; willful violation of Federal or State discrimination and harassment laws while acting in the course and scope of employment; willful and unlawful retaliation against any City officer or employee; engaging in conduct tending to bring embarrassment or disrepute to the City.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Peter Grant, City Manager

DATE: 10/10/2022

SUBJECT: Adopt a Resolution Delegating Certain Oversight Responsibilities for the Office of the City Clerk to the City Manager

RECOMMENDATION

Adopt a Resolution delegating certain oversight responsibilities for the Office of the City Clerk to the City Manager.

DISCUSSION

In 2005, the City Council approved Resolution No. 5871 delegating supervision of the Office of the City Clerk to the City Manager. This process has served the city well for the past 17 years, with one exception. The process the Resolution establishes for the City Clerk's annual evaluation is inconsistent with its acknowledgment that the City Council lacks the collective time to oversee the City Clerk, or to provide regular performance adjustments, or to deliver an annual evaluation that is consistent with those received by other city employees.

The City Council discussed these issues as part of the City Clerk's 2022 evaluation and directed the City Manager to prepare revisions to the Resolution that authorize the City Manager to conduct the City Clerk's annual evaluation after soliciting input from Council Members and to provide the City Council with a copy of the final evaluation. The recommended revision aligns the process for the City Clerk's evaluation with that of other city employees, ensures Council Members have the opportunity to provide input into the evaluation, and establishes a process for the City Council to agendaize a discussion of the City Clerk's performance if it finds the need arises.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney has reviewed the Resolution.

APPROVED BY:

Peter Grant, City Manager

Attachments

Resolution 5871

Recommended Resolution - City Clerk Oversight

Recommended Resolution - City Clerk Oversight (Redline Version)

RESOLUTION NO. 5871

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DELEGATING TO THE CITY MANAGER CERTAIN OVERSIGHT RESPONSIBILITIES FOR THE OFFICE OF THE CITY CLERK, AND REQUIRING AN ANNUAL REPORT OF THE SAME TO THE CITY COUNCIL

WHEREAS, the City Charter of the City of Cypress, at Section 500, specifies that the City Clerk shall be appointed by the City Council; and

WHEREAS, the City Charter of the City of Cypress, at Section 500, specifies that the City Clerk shall serve at the pleasure of the City Council; and

WHEREAS, the City Council desires to delegate certain of its oversight functions with respect to the City Clerk to its City Manager in the interest of efficiency of governmental operations, lack of collective time to perform such oversight function, and because the City Manager is charged, pursuant to City Charter § 601 and the Cypress Municipal Code §§ 2-12, 2-15, 18-4, and 18-6, with regulating the day-to-day operations of the City of Cypress, and its employees, under the Cypress "Council/Manager" form of government; and

WHEREAS, the City Council desires to receive from the City Manager an annual written performance evaluation, with recommendations, of the City Clerk, and, thereafter, to conduct its own closed-session performance evaluation of the City Clerk consistent with its Charter authority over the service and tenure of the City Clerk.

NOW, THEREFORE, the City Council of the City of Cypress does hereby FIND, ORDER, and RESOLVE as follows:

1. The foregoing recitals are true and correct.
2. The City Manager of the City of Cypress is hereby delegated all day-to-day personnel oversight responsibility for the City Clerk, including, but not limited to, supervising the City Clerk's performance of the duties of the office as set forth in City Charter § 501, supervising the administration of the City's personnel rules and regulations to the extent the same apply to the City Clerk, supervising the payroll, benefits, leave accruals and usage, and other salary functions of the City to the extent the same apply to the City Clerk, and to perform such other oversight responsibilities as the City Council may assign from time-to-time.
3. The City Manager of the City of Cypress is hereby charged with the responsibility of preparing, and then forwarding to the City Council, an annual written performance evaluation of the City Clerk, and to cause to be scheduled with the City Council an annual closed session during which the City Council shall consider, approve, modify, and deliver such performance evaluation to the City Clerk.
4. The City Council expressly retains the authority, pursuant to City Charter § 500, over the appointment, tenure, and removal of the City Clerk, and nothing in this resolution shall be deemed to constitute an abrogation of the same.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 13th day of June, 2005.



MAYOR OF THE CITY OF CYPRESS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA,
DELEGATING TO THE CITY MANAGER CERTAIN OVERSIGHT RESPONSIBILITIES
FOR THE OFFICE OF THE CITY CLERK

WHEREAS, the City Charter of the City of Cypress, at Section 500, specifies that the City Clerk shall be appointed by the City Council; and

WHEREAS, the City Charter of the City of Cypress, at Section 500, specifies that the City Clerk shall serve at the pleasure of the City Council; and

WHEREAS, the City Council desires to delegate certain of its oversight functions with respect to the City Clerk to its City Manager in the interest of efficiency of governmental operations, lack of collective time to perform such oversight function, and because the City Manager is charged, pursuant to City Charter § 601 and the Cypress Municipal Code § 2-12, 2-15, 18-4, and 18-6, with regulating the day-to-day operations of the City of Cypress, and its employees, under the Cypress Council-Manager form of government; and

WHEREAS, the City Council desires to provide input to the City Manager on the annual written performance evaluation of the City Clerk and to receive a copy of the annual written performance evaluation of the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City Manager of the City of Cypress is hereby delegated all day-to-day personnel oversight responsibility for the City Clerk, including, but not limited to, supervising the City Clerk's performance of the duties of the office as set forth in City Charter § 501, supervising the administration of the City's personnel rules and regulations to the extent the same apply to the City Clerk, supervising the payroll, benefits, leave accruals and usage, and other salary functions of the City to the extent the same apply to the City Clerk, and to perform such other oversight responsibilities as the City Council may assign from time-to-time.
3. The City Manager of the City of Cypress is hereby charged with the responsibility of preparing, and then forwarding to the City Council, an annual written performance evaluation of the City Clerk.
4. The City Council may request a closed session evaluation of the City Clerk following an affirmative written request of a minimum of two Council Members.
5. The City Council expressly retains the authority, pursuant to City Charter § 500,

over the appointment, tenure, and removal of the City Clerk, and nothing in this resolution shall be deemed to constitute an abrogation of the same.

This Resolution shall be effective upon its adoption. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ORDERED by the City Council of the City of Cypress, California at a regular meeting held on ____ 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 Resolution was duly adopted at a regular meeting of the said City Council held on the ____ day of _____, 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DELEGATING TO THE CITY MANAGER CERTAIN OVERSIGHT RESPONSIBILITIES FOR THE OFFICE OF THE CITY CLERK, ~~AND REQUIRING AN ANNUAL REPORT OF THE SAME TO THE CITY COUNCIL~~

WHEREAS, the City Charter of the City of Cypress, at Section 500, specifies that the City Clerk shall be appointed by the City Council; and

WHEREAS, the City Charter of the City of Cypress, at Section 500, specifies that the City Clerk shall serve at the pleasure of the City Council; and

WHEREAS, the City Council desires to delegate certain of its oversight functions with respect to the City Clerk to its City Manager in the interest of efficiency of governmental operations, lack of collective time to perform such oversight function, and because the City Manager is charged, pursuant to City Charter § 601 and the Cypress Municipal Code § 2-12, 2-15, 18-4, and 18-6, with regulating the day-to-day operations of the City of Cypress, and its employees, under the Cypress "Council-Manager" form of government; and

WHEREAS, the City Council desires to ~~provide input to receive from~~ the City Manager ~~on the~~ an annual written performance evaluation, with recommendations, of the City Clerk and to receive a copy of the annual written performance evaluation of the City Clerk, ~~and, thereafter, to conduct its own closed session performance evaluation of the City Clerk consistent with its Charter authority over the service and tenure of the City Clerk.~~

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City Manager of the City of Cypress is hereby delegated all day-to-day personnel oversight responsibility for the City Clerk, including, but not limited to, supervising the City Clerk's performance of the duties of the office as set forth in City Charter § 501, supervising the administration of the City's personnel rules and regulations to the extent the same apply to the City Clerk, supervising the payroll, benefits, leave accruals and usage, and other salary functions of the City to the extent the same apply to the City Clerk, and to perform such other oversight responsibilities as the City Council may assign from time-to-time.
3. The City Manager of the City of Cypress is hereby charged with the responsibility of preparing, and then forwarding to the City Council, an annual written performance evaluation of the City Clerk, ~~and to cause to be scheduled with the City Council an annual closed session during which the City Council shall consider, approve, modify, and deliver such performance evaluation to the City Clerk.~~

4. The City Council may request a closed session evaluation of the City Clerk following an affirmative written request of a minimum of two Council Members.

4.5. The City Council expressly retains the authority, pursuant to City Charter § 500, over the appointment, tenure, and removal of the City Clerk, and nothing in this resolution shall be deemed to constitute an abrogation of the same.

This Resolution shall be effective upon its adoption. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ORDERED by the City Council of the City of Cypress, California at a regular meeting held on ____ 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 Resolution was duly adopted at a regular meeting of the said City Council held on the ____ day of _____, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

9.

FROM: Peter Grant, City Manager

DATE: 10/10/2022

SUBJECT: Approve an Amendment to the Agreement for City Attorney Services

RECOMMENDATION

1. Approve Amendment No. 5 to the Amended and Restated Agreement with Aleshire & Wynder, LLP for City Attorney Services; and
2. Increase appropriations \$35,000 in the General Fund to provide for additional FY 2022-23 costs resulting from Amendment No. 5 to the agreement for City Attorney Services.

DISCUSSION

Following the City Attorney's review on September 12, 2022, the City Council directed the City Manager to prepare an amendment to the agreement for City Attorney services with Aleshire & Wynder, LLP (A&W).

A&W has served as the City Attorney since 2003 and its rates did not increase from 2008 through 2020. In 2021, the City Council approved Amendment No. 4 to the agreement with A&W which provided two rate increases and biennial adjustments based on the Consumer Price Index (CPI). The first increase of nine percent was effective in July 2021, and was followed by a 4.5 percent increase in July 2022 (13.5 percent total).

Between October 1, 2022 and July 1, 2023, the agreement will:

- Increase A&W's general services rate by 20 percent for associates and 30 percent for partners. Examples of general services include attending City Council meetings and legal work for the Planning, Public Works and Police departments.
- Increase A&W's special services/litigation rate by 11 percent for associates and 18 percent for partners.

Beginning July 1, 2024, A&W's rates will adjust every other year by the CPI to keep pace with inflation. The current agreement with A&W provides CPI adjustments every other year and caps the increase at 80% of CPI. Amendment No. 5 eliminates the cap and provides rate adjustments at 100% of CPI. Factoring in the 2021 increases, City Attorney rates will increase 40 percent in two years (7/1/21 to 7/1/23).

A&W reports the increases are necessary to address the rising costs of providing legal services, insurance, rent, salaries and overhead expenses, that the increases will align the rates Cypress pays with those charged to A&W's other municipal clients, and that the increases will allow the firm to continue to recruit and retain high quality attorneys.

BUDGET IMPACT

The city's legal costs can vary significantly from one year to the next. Based on historic annual A&W billing, the higher rates will increase annual costs by \$35,000 in FY 2022-23 (13%) and \$54,000 in FY 2023-24 (21%). Beginning in FY 2024-25, rate adjustments will be based on CPI and occur every other year. Sufficient amounts are available in the unassigned fund balance of the General Fund to pay for the additional \$35,000 in A&W legal fees. Future budgets will account for the rate increases provided for in Amendment No. 5.

LEGAL REVIEW

The City Attorney prepared Amendment No. 5 to its services agreement.

APPROVED BY: Peter Grant, City Manager

Attachments

Amendment No. 5 to City Attorney Contract
City Attorney Contract Services Agreement
Amendment No. 1 to City Attorney Contract
Amendment No. 2 to City Attorney Contract
Amendment No. 3 to City Attorney Contract
Amendment No. 4 to City Attorney Contract

AMENDMENT NO. 5 TO
AMENDED & RESTATED CONTRACT SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES

This AMENDMENT NO. 5 TO AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (herein the “Amendment No. 5”), is effective as of the 26th day of September, 2022, by and between the City of Cypress, a charter city & municipal corporation (herein the “CITY”) and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as “ATTORNEY”).

RECITALS

A. CITY has previously retained ATTORNEY pursuant to the terms and conditions of that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (the “Agreement”) dated on or about July 10, 2006.

B. CITY and ATTORNEY have previously amended the Agreement by AMENDMENT NO. 1 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated on or about July 1, 2008, again by AMENDMENT NO. 2 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated December 1, 2014, again by AMENDMENT NO. 3 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated October 28, 2020, and again on July 1, 2021 by AMENDMENT NO. 4 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT.

C. The parties desire now to further amend such Agreement as set forth hereinafter in this Amendment No. 5.

COVENANTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

Section 1. Exhibit “A” of the Agreement, entitled “Fee Arrangement” shall be replaced in its entirety with Exhibit “A” to this Amendment.

Section 2. Except as set forth herein, all other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment No. 4 as of the date stated below for execution by the Mayor.

CITY OF CYPRESS,
a charter city & municipal corporation

By: _____
Paulo Morales, Mayor

ATTEST:

City Clerk

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante
of ALESHIRE & WYNDER, LLP

[END OF SIGNATURES]

**EXHIBIT “A”
FEE ARRANGEMENT**

SCHEDULE OF COMPENSATION

CLASSIFICATION	PROPOSED RATES		
	Proposed Hourly Rates Effective 10/1/22	Proposed Hourly Rates Effective 7/1/23	CPI Increases Starting 7/1/24
General	\$225 Associate \$250 Partner	\$245 Associate \$265 Partner	See below
Special Services/Litigation	\$245 Associate \$275 Partner	\$250 Associate \$295 Partner	See below
Code Enforcement	\$215	\$225	See below
Reimbursable	\$240 Associate \$300 Partner	\$260 Associate \$320 Partner	See below
Public Finance	\$350 Attorneys \$150 Paralegals/ law clerks	\$350 Attorneys \$150 Paralegals/ law clerks	No Change
Paralegals and Law Clerks	\$150	\$160	See below
Document Clerks	\$70	\$75	See below

On July 1, 2024 and effective every two years on July 1 thereafter, an increase to the applicable rates shall be implemented at the Consumer Price Index (“CPI”), rounded up to the nearest dollar. The CPI shall be based on the May CPI-U for all urban consumers in the Los Angeles-Long Beach-Anaheim areas as published by the United States Government Bureau of Labor Statistics.

**AMENDED & RESTATED CONTRACT SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES**

This AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (herein the "Agreement"), is effective as of the 10th day of July, 2006, by and between the City of Cypress, a charter city and municipal corporation (herein the "CITY") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "ATTORNEY").

RECITALS

- A. CITY has previously retained ATTORNEY to provide contract legal services.
- B. The parties desire now to amend and restate such Agreement as set forth hereinafter.

COVENANTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

ARTICLE 1

SECTION 1.0 APPOINTMENT OF ATTORNEY.

City hereby appoints ATTORNEY to act as its City Attorney. The designated City Attorney, or any Assistant City Attorney, shall be as established by resolution of the City Council. As of the effective date of this Agreement, the City Attorney shall continue to be William W. Wynder, Esq., a senior partner of Aleshire & Wynder, LLP. ATTORNEY represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. ATTORNEY shall not replace the designated City Attorney or Assistant City Attorney(s) (or any successors to such person(s) without the City Council's prior approval, except as from time to time necessary due to illness or vacation scheduling, in which case approval of a substitute attorney shall be obtained from the City manager, or his/her designee.

ARTICLE 2

SECTION 2.0 RESPONSIBILITIES OF ATTORNEY.

ATTORNEY shall perform any and all work necessary for the provision of City Attorney services to CITY, including without limitation of the following:

- A. Attendance at City Council meetings unless excused by the City Manager or his/her designee; and

B. Provide legal advice, written legal opinions, and consultation on all matters affecting the CITY to the City council, City Manager, boards, commissions, committees, officers, and employees of CITY and as requested by the City Council, the City Manager, or his/her designee, in accordance with such policies and procedures as may be established by CITY from time to time; and

C. Be available for telephone consultation with City staff, as needed; and

D. Prepare or review necessary legal documents such as: ordinances, resolutions, and agreements, project areas designations, bond size, amount, and offering terms and conditions, bid specifications, service contracts, Memorandum of Understanding, Franchise Agreements; and

E. Represent and advise CITY on pending and potential litigation and as provided for in CITY's Charter; and

F. Hold such office hours at City Hall on the days of City Council meetings as may be requested by the City Manager, or his/her designee; and

G. Attend such staff meetings as may be requested by the City Manager, or his/her designee; and

H. Attend local hearings or other meetings other than the meetings specified above as requested by the City Manager, or his/her designee; and

I. ATTORNEY, shall continue to provide representation to CITY in all of its legal affairs, including, but not limited to, municipal law, labor representation, finance (including but not limited to representation as bond counsel), environmental, solid waste, franchising, contract representation, and other matters, except where conflicts exist or where the City Council may otherwise direct; and

J. As required by CITY's charter, ATTORNEY shall represent CITY in initiating and defending all litigation except for personal injury or other tort litigation defense matters handled through the Orange County Insurance Pool Authority ("OCIPA"), and unless otherwise directed by the City Council.

Notwithstanding the foregoing, it is expressly understood that ATTORNEY shall not be responsible for any pending litigation matter(s) until ATTORNEY has specifically appeared in the matter(s) as attorneys of record on behalf of CITY. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of CITY from or to ATTORNEY.

All of these duties shall be performed as directed by the City Council and/or the City Manager, and ATTORNEY will keep CITY informed as to the progress and status of all pending matters. ATTORNEY shall manage and control the delivery of legal services in a competent, professional and cost-effective manner.

K. ATTORNEY represents that the tasks and services required herein will be performed by ATTORNEY, or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized, and permitted under applicable State and local law to perform such tasks and services.

ATTORNEY shall comply with all applicable federal, State and local laws, ordinances and regulations.

Upon request or in accordance with such procedures as CITY may establish from time to time, ATTORNEY shall periodically report to CITY regarding the status of all legal matters being handled by ATTORNEY.

ARTICLE 3

SECTION 3.0 RESPONSIBILITIES OF CITY.

CITY shall provide full information to ATTORNEY and fully cooperate with ATTORNEY to the extent necessary to enable ATTORNEY to provide its services required pursuant to this Agreement.

ARTICLE 4

SECTION 4.0 COMPENSATION.

ATTORNEY shall be compensated for providing the legal services contemplated by this Agreement, in accordance with the following:

A. GENERAL LEGAL SERVICES.

ATTORNEY general legal services, for the purpose of this Agreement, shall mean those services provided by the appointed City Attorney, the Assistant City Attorney(s), or any other attorneys employed by ATTORNEY. ATTORNEY's compensation for such general legal services shall be as specified in Exhibit "A" attached hereto and incorporated herein by this reference. Adjustments in ATTORNEY's rates may be considered by the City Council for any subsequent fiscal year(s) as part of CITY's normal budget approval process.

B. LITIGATION SERVICES/SPECIAL SERVICES.

Litigation Services shall mean those services where ATTORNEY shall represent or advise CITY, and its respective elected and appointed officers, employees and agents, in all administrative proceedings and civil or criminal litigation, except where otherwise directed by CITY; and to prosecute violations of CITY ordinances when directed to do so by the City manager or his/her designee. Special Services shall mean those specialized legal services provided by ATTORNEY including, but not limited to, issues relating to the Redevelopment Agency, personnel issues (including matters of discipline and MOU negotiation), franchise issues, cable issues, and eminent domain issues. Compensation to ATTORNEY for Litigation Services and Special Services shall be as specified in Exhibit "A" attached hereto and incorporated herein by this reference. The attorney or attorneys providing litigation or special

services shall do so under the supervision of the appointed City Attorney. Adjustment in ATTORNEY's rates may be considered by the City Council for any subsequent fiscal year(s) as part of CITY's normal budget approval process.

C. BOND OR FINANCIAL SERVICES.

To the extent that CITY elects, in its sole discretion, to use ATTORNEY as Bond or Financial counsel, ATTORNEY shall be compensated for Bond or Financial Services on a flat fee basis of Two Hundred and Fifty Dollars (\$250.00) per hour (during the period from July 1, 2006 through December 31, 2006) or Two Hundred and Fifty-Five Dollars (\$255.00) per hour (from January 1, 2007 and continuing thereafter) or on a contingent finance option based on a percentage fee as follows, (again at the option of CITY):

1. FOR LONG-TERM DEBT (BONDS):

One percent (1%) of the first One Million Dollars (\$1,000,000.00) executed and delivered; one-half percent (.5%) of the next Four Million Dollars (\$4,000,000.00) and executed and delivered; and one-quarter percent (.25%) of the balance in excess of Five Million Dollars (\$5,000,000.00 subject to a minimum fee of Twenty Thousand Dollars (\$20,000.00) minimum fee. Payment of the fees are entirely contingent upon the successful execution and delivery of the Bonds or Notes and would be payable on or after delivery, except for reimbursable expenses.

2. FOR TAX AND REVENUE ANTICIPATION NOTES:

One-tenth percent (.1%) of the first Five Million Dollars (\$5,000,000.00), plus One Million Dollars (\$1,000,000.00); and one-twentieth percent (.05%) of any amount in excess of Five Million Dollars (\$5,000,000.00). Payment of the fees are entirely contingent upon the successful execution and delivery of the Bonds or Notes and would be payable on or after delivery, except for reimbursable expenses.

Bond or Financial Service shall mean those circumstances where ATTORNEY acts as Bond Counsel for CITY with regard to or in connection with the issuance of securities by CITY.

D. REIMBURSABLE EXPENSES.

ATTORNEY shall be entitled to reimbursement for all customary and necessary expenses incurred by it in the performance of legal services hereunder, provided that the same are first audited by the City Manager of his/her designee. Reimbursable Expenses shall mean and include, but not limited to, duplication costs; long distance telephone charges; reasonable travel time and expenses; document reproduction expenses, telecopy charges, messenger service charges; litigation expenses, including without limitation, court filing fees, court reporter fees, jury fees, witness fees, and other reasonable and necessary out-of-pocket expenses.

E. INVOICES.

ATTORNEY shall bill CITY monthly for service performed pursuant to this agreement. ATTORNEY shall establish such separate billing matters as may be requested by CITY consistent with this Agreement. At the direction of the City Manager or his/her designee, ATTORNEY, at no additional cost to CITY, shall prepare special invoices where third parties are to reimburse CITY for specific legal services provided. Reimbursable costs shall be separately itemized.

F. PAYMENTS.

Payments to ATTORNEY shall be made by CITY within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by CITY to ATTORNEY with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice.

ARTICLE 5

SECTION 5.0 TERM.

The term of this Agreement shall commence on the effective date of this Agreement, and shall continue thereafter until termination by either party as provided below.

SECTION 5.1 TERMINATION.

This Agreement may be terminated by CITY or ATTORNEY for any reason, with or without cause, upon giving sixty (60) working days' written notice. ATTORNEY shall be compensated for all services performed and costs incurred up to the effective date of the termination. Upon termination of this Agreement, ATTORNEY shall deliver to CITY all client files and materials as may have been accumulated by ATTORNEY in the performance to this Agreement, whether completed or in process, subject to payment for any charges for copying and delivery of same.

ARTICLE 6

SECTION 6.0 INDEPENDENT CONTRACTOR.

The appointed City Attorney in ATTORNEY's office shall be directly responsible and shall report to the City Council in accordance with applicable California law. Otherwise, ATTORNEY is an independent contractor and not an employee of CITY and is not entitled to any benefits as an employee, including without limitation, prepaid insurance, vacation or sick leave, or CITY paid participation in the California Public Employee Retirement Program, and neither CITY nor any of its employees shall have any control over the conduct of ATTORNEY or any of ATTORNEY's employees, except as herein set forth, and ATTORNEY expressly warrant not to, at any time or in any manner, represent that ATTORNEY, or any of ATTORNEY's agent, servants, or employees, are in any manner agents, servants, or employees of CITY, it being distinctly understood that said ATTORNEY is and shall at all times remain as

to CITY a wholly independent contractor and that ATTORNEY's obligations to city are solely such as are prescribed by this Agreement.

This Agreement contemplates the personal services of ATTORNEY and ATTORNEY's partners and employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of ATTORNEY and ATTORNEY's employees. neither this Agreement nor any interest therein may be assigned by ATTORNEY, except upon written consent of CITY. Nothing herein contained is intended to or shall be constructed as preventing ATTORNEY from employment or hiring as many employees as ATTORNEY may deem necessary for the proper and efficient execution of this contract.

SECTION 6.1 PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

The experience, knowledge, capability and reputation of attorney, its partners, associates, and employees, were a substantial inducement for CITY to enter into this Agreement. Therefore, ATTORNEY shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of 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 the CITY.

ARTICLE 7

SECTION 7.0 INSURANCE AND INDEMNIFICATION.

The attorney shall procure and maintain, at its sole costs and expense, in a form and content satisfactory to CITY, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

- (a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and Two Million Dollars (\$2,000,000.00) products and completed operations.
- (b) Workers' Compensation Insurance. A policy of workers' 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 both the ATTORNEY and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.
- (c) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount

not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

- (d) Errors and Omissions Insurance. A policy of professional liability issuance written on a claims made basis in an amount not less than Five Million Dollars (\$5,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name CITY, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the CITY, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing sixty (60) days prior written notice by registered mail to the CITY. In the event any of said policies of insurance are canceled, ATTORNEY shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the CITY.

A. INDEMNIFICATION.

1. ATTORNEY agrees to indemnify CITY, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of ATTORNEY, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of ATTORNEY hereunder, or arising from ATTORNEY's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise solely from the negligence or willful misconduct of CITY, its officers, agents or employees, who are directly responsible to the CITY, and in connection therewith:

- (a) ATTORNEY 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 such work, operations or activities of ATTORNEY hereunder; and attorney agrees to save and hold CITY, its officers, agents, and employees harmless therefrom;
- (b) In the event CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against attorney for such damages or other claims solely arising out of or in connection with the work operation or activities of attorney hereunder, ATTORNEY agrees to pay to CITY, its officers, agents or employees any and all costs and expenses incurred by CITY, its

officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

2. CITY agrees to indemnify ATTORNEY, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of CITY, its agents, employees, subcontractors, or invitee, provided for herein or arising from the acts or omissions of City hereunder, or arising from CITY's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise solely from the negligence or willful misconduct of Attorney, its officers, agents or employees, who are directly responsible to the CITY, and in connection therewith:

- (a) CITY will promptly pay any judgment rendered against the CITY, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of city hereunder; and CITY agrees to save and hold ATTORNEY, its officers, agents and employees harmless therefrom;
- (b) In the event ATTORNEY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CITY for such damages or other claims solely arising out of or in connection with the work operation or activities of CITY hereunder, city agrees to pay to ATTORNEY, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

ARTICLE 8

SECTION 8.0 NOTICES.

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Cypress
 5275 Orange Avenue
 Cypress, California 90680
 Attention: City Manager

ATTORNEY: Aleshire & Wynder, LLP
 18881 Von Karman Avenue , Suite 400
 Irvine, California 92612
 (949) 223-1170 (office)
 (949) 223-1180 (fax)

(714) 313-7366 (cell)
wwynder@awattorneys.com
Attention: William W. Wynder

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

ARTICLE 9

SECTION 9.0 NON-DISCRIMINATION.

In connection with the execution of this Agreement, ATTORNEY shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. ATTORNEY shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 9.1 CONFLICTS.

ATTORNEY has no preset or contemplated employment which is adverse to the City. ATTORNEY agrees that it shall not represent clients in matters either in litigation or non-litigation against the City. However, attorney may have past and present clients or may have future clients, which from time to time, may have interests adverse to City, and ATTORNEY reserves the right to represent such clients in matters to connected with its representation of CITY, upon written declaration of such conflict.

If a potential conflict of interest arises in ATTORNEY's representation of two clients, if such conflict is only speculative or minor, ATTORNEY shall seek waivers from each client with regards to such representation. However, if real conflicts exist, attorney would withdraw from representing either client in the matter, and assist them in obtaining outside special course.

SECTION 9.2 INTERPRETATION OF AGREEMENT.

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California.

///

///

SECTION 9.3 INTEGRATED AGREEMENT.

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

SECTION 9.4 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Mayor.

CITY OF CYPRESS,
a charter city and municipal corporation

Dated: 7/10/06

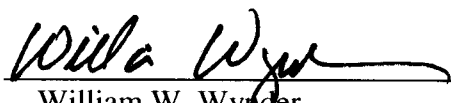
By: 
MAYOR

ATTEST:



ALESHIRE & WYNDER, LLP

Dated: 14 June 2006

By: 
William W. Wynder
of ALESHIRE & WYNDER, LLP

[END OF SIGNATURES]

EXHIBIT "A"
FEE ARRANGEMENT

SCHEDULE OF COMPENSATION

- (1) General Legal Services up to Forty-Five (45) hours of general legal service shall be
 - (a) One Hundred Forty-Five Dollars (\$145.00) per hour from July 1, 2006, to December 31, 2006. One Hundred Fifty Dollars (\$150.00) per hour from January 1, 2007 through at least July 1, 2008.
- (2) General Legal Services over forty-five (45) hours per month will be billed at the blended billing rate:¹
 - (a) One Hundred Sixty-Five Dollars (\$165.00) per hour from July 1, 2006, to December 31, 2006. One Hundred Seventy Dollars (\$170.00) per hour from January 1, 2007 through at least July 1, 2008.
- (3) Litigation Services/Special Services will be billed at the blended billing rate:
 - (a) One Hundred Ninety Dollars (\$190.00) per hour from July 1, 2006, to December 31, 2006. One Hundred Ninety-Five Dollars (\$195.00) per hour from January 1, 2007 through at least July 1, 2008
- (4) The blended rate for legal assistants, irrespective of matter, shall be Ninety-Five Dollars (\$95.00) per hour, and for document clerks shall be Forty-Five Dollars (\$45.00) per hour from July 1, 2006 through at least July 1, 2008.

¹ "Blended billing rate" means irrespective of the design rate of the individual attorney.

**AMENDMENT NO. 1 TO THAT CERTAIN
AMENDED & RESTATED CONTRACT SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES**

This AMENDMENT NO. 1 to that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (herein the "Amendment No. 1"), is effective as of the 1st day of July, 2008, by and between the City of Cypress, a charter city and municipal corporation (herein the "CITY") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "ATTORNEY").

RECITALS

A. CITY has previously retained ATTORNEY pursuant to the terms and conditions of that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (the "Agreement") dated on or about July 10, 2006.

B. The parties desire now to amend such Agreement as set forth hereinafter in this Amendment No. 1.

COVENANTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

Section 1.

Exhibit "A" to Article 4 of the Agreement is hereby amended, in its entirety, to read as is set forth in "Amended Exhibit 'A'" attached hereto and incorporated herein by this reference.

Section 2.

The first paragraph of Section "C" of Article 4 of the Agreement is hereby amended, in its entirety, to read as follows:

"To the extent that CITY elects, in its sole discretion, to use ATTORNEY as Bond or Financial counsel, ATTORNEY shall be compensated for Bond or Financial Services on a flat fee basis of Two Hundred and Sixty-Five Dollars (\$265.00) per hour (during the period from July 1, 2008 through June 30, 2009) or Two Hundred and Seventy-Five Dollars (\$275.00) per hour (from July 1, 2009 and continuing thereafter) or on a contingent finance option based on a percentage fee as follows, (again at the option of CITY):"

///

Section 3.

Except as set forth herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Mayor.

CITY OF CYPRESS,
a charter city & municipal corporation

Dated: April 14, 2008

By: Joel W. Raymond
MAYOR

ATTEST:

Debra Bacham

ALESHIRE & WYNDER, LLP

Dated: 24 March

By: William W. Wynder
William W. Wynder
of ALESHIRE & WYNDER, LLP

[END OF SIGNATURES]

AMENDED EXHIBIT "A"
FEE ARRANGEMENT

SCHEDULE OF COMPENSATION

- (1) General Legal Services up to Forty-Five (45) hours per month will be billed at the blended billing rate:¹
 - (a) One Hundred Sixty Dollars (\$160.00) per hour from July 1, 2008, to June 30, 2009. One Hundred Seventy Dollars (\$170.00) per hour from July 1, 2009 through at least June 30, 2010.
- (2) General Legal Services over forty-five (45) hours per month will be billed at the blended billing rate:
 - (a) One Hundred Eighty Dollars (\$180.00) per hour from July 1, 2008, to June 30, 2009. One Hundred Ninety Dollars (\$190.00) per hour from July 1, 2009 through at least June 30, 2010.
- (3) Litigation Services and/or Special Services will be billed at the blended billing rate:
 - (a) One Two Hundred and Five Dollars (\$205.00) per hour from July 1, 2008, to June 30, 2009. Two Hundred and Fifteen Dollars (\$215.00) per hour from July 1, 2009 through at least June 30, 2010.
- (4) The blended rate for legal assistants, irrespective of matter, shall be One Hundred and Five Dollars (\$105.00) per hour, and for document clerks shall be Fifty-Five Dollars (\$55.00) per hour.

¹ "Blended billing rate" means irrespective of the design rate of the individual attorney.

AMENDMENT NO. 2 TO THAT CERTAIN
AMENDED & RESTATED CONTRACT SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES

This AMENDMENT NO. 2 to that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (herein the "Amendment No. 2"), is effective as of the 1st day of December, 2014, by and between the City of Cypress, a charter city & municipal corporation (herein the "CITY") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "ATTORNEY").

RECITALS

A. CITY has previously retained ATTORNEY pursuant to the terms and conditions of that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (the "Agreement") dated on or about July 10, 2006.

B. CITY and ATTORNEY have previously amended the Agreement by that certain AMENDMENT NO. 1 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated on or about July 1, 2008.

C. The parties desire now to further amend such Agreement as set forth hereinafter in this Amendment No. 2.

COVENANTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

Section 1. Section 1.0 of the Agreement is amended to read, in its entirety, as follows:

"City hereby appoints ATTORNEY to act as its City Attorney and counsel to its Successor Agency. Effective December 1, 2014, Anthony R. Taylor, Esq., an equity partner of Aleshire & Wynder, LLP, is appointed as Cypress City Attorney, with Lindsay M. Tabaian, Esq., as Assistant City Attorney. ATTORNEY represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. ATTORNEY shall not replace the designated City Attorney or Assistant City Attorney(s) (or any successors to such person(s)) without the City Council's prior approval, except as from time to time necessary due to illness or vacation scheduling, in which case approval of a substitute attorney shall be obtained from the City Manager, or his/her designee."

Section 2. Section 8.0 of the Agreement is hereby amended, in its entirety, to read as follows:

"Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Cypress
5275 Orange Avenue
Cypress, California 90630
Attention: City Manager

ATTORNEY: Aleshire & Wynder, LLP
18881 Von Karman Avenue , Suite 1700
Irvine, California 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
(213) 245-6830 (cell)
ataylor@awattorneys.com
Attention: Anthony R. Taylor

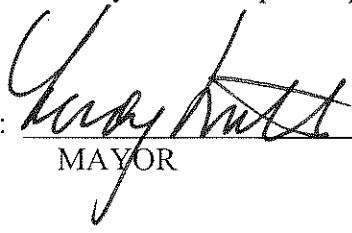
Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above. "

Section 3. Except as set forth herein, all other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Mayor.

CITY OF CYPRESS,
a charter city & municipal corporation

Dated: 11/10/14

By: 
MAYOR

ATTEST:


City Clerk

ALESHIRE & WYNDER, LLP

Dated: 11/10/14

By: Anthony R. Taylor
Anthony R. Taylor
of ALESHIRE & WYNDER, LLP

[END OF SIGNATURES]

AMENDMENT NO. 3 TO THAT CERTAIN
AMENDED & RESTATED CONTRACT SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES

This AMENDMENT NO. 3 to that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (herein the "Amendment No. 3"), is effective as of the 26th day of October, 2020, by and between the City of Cypress, a charter city & municipal corporation (herein the "CITY") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "ATTORNEY").

RECITALS

A. CITY has previously retained ATTORNEY pursuant to the terms and conditions of that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (the "Agreement") dated on or about July 10, 2006.

B. CITY and ATTORNEY have previously amended the Agreement by that certain AMENDMENT NO. 1 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated on or about July 1, 2008, and again by that certain AMENDMENT NO. 2 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated December 1, 2014.

C. The parties desire now to further amend such Agreement as set forth hereinafter in this Amendment No. 3.

COVENANTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

Section 1. Section 1.0 of the Agreement is amended to read, in its entirety, as follows:

"City hereby appoints ATTORNEY to act as its City Attorney and counsel to its Successor Agency. Effective October 12, 2020, Fred Galante, Esq., an equity partner of Aleshire & Wynder, LLP, is appointed as Cypress City Attorney. ATTORNEY represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. ATTORNEY shall not replace the designated City Attorney (or any successors to such person) without the City Council's prior approval, except as from time to time necessary due to illness or vacation scheduling, in which case approval of a substitute attorney shall be obtained from the City Manager, or his/her designee."

Section 2. Section 8.0 of the Agreement is hereby amended, in its entirety, to

read as follows:

“Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Cypress
5275 Orange Avenue
Cypress, California 90630
Attention: City Manager

ATTORNEY: Aleshire & Wynder, LLP
18881 Von Karman Avenue , Suite 1700
Irvine, California 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
fgalante@awattorneys.com
Attention: Fred Galante, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above. ”

Section 3. Except as set forth herein, all other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Mayor.

CITY OF CYPRESS,
a charter city & municipal corporation

Dated: _____

By: _____
MAYOR

ATTEST:

City Clerk

ALESHIRE & WYNDER, LLP

Dated: _____

By: _____
Fred Galante
of ALESHIRE & WYNDER, LLP

[END OF SIGNATURES]

AMENDMENT NO. 4 TO
AMENDED & RESTATED CONTRACT SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES

This AMENDMENT NO. 4 TO AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (herein the "Amendment No. 3"), is effective as of the 1st day of July, 2021, by and between the City of Cypress, a charter city & municipal corporation (herein the "CITY") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "ATTORNEY").

RECITALS

A. CITY has previously retained ATTORNEY pursuant to the terms and conditions of that certain AMENDED & RESTATED CONTRACT SERVICES AGREEMENT (the "Agreement") dated on or about July 10, 2006.

B. CITY and ATTORNEY have previously amended the Agreement by AMENDMENT NO. 1 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated on or about July 1, 2008, again by AMENDMENT NO. 2 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated December 1, 2014, and again by AMENDMENT NO. 2 TO THAT CERTAIN AMENDED & RESTATED CONTRACT SERVICES AGREEMENT dated October 28, 2020.

C. The parties desire now to further amend such Agreement as set forth hereinafter in this Amendment No. 4.

COVENANTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

Section 1. Exhibit "A" of the Agreement, entitled "Fee Arrangement" shall be replaced in its entirety with Exhibit "A" to this Amendment.

Section 2. Subsection 4.C, entitled "Bond or Financial Services" shall be amended in its entirety to be replaced with the following provision:

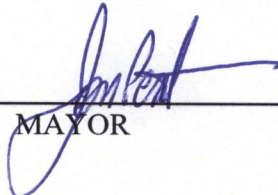
"C. **BOND OR FINANCIAL SERVICES.**

The rates described in Exhibit "A" attached hereto shall apply to the use of ATTORNEY for Bond or Financial counsel."

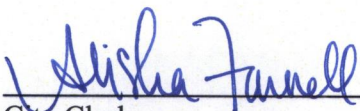
Section 3. Except as set forth herein, all other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Mayor.

CITY OF CYPRESS,
a charter city & municipal corporation

By: 
MAYOR

ATTEST:


City Clerk

ALESHIRE & WYNDER, LLP

By: 
Fred Galante
of ALESHIRE & WYNDER, LLP

[END OF SIGNATURES]

EXHIBIT "A"
FEE ARRANGEMENT

SCHEDULE OF COMPENSATION

CLASSIFICATION	PROPOSED RATES		
	Proposed Hourly Rates Effective 7/1/21	Proposed Hourly Rates Effective 7/1/22	CPI Increases Starting 7/1/23
General	\$195	\$205	See below
Special Services/Litigation	\$225	\$225 Associate \$250 Partner	See below
Code Enforcement	\$210	\$215	See below
Reimbursable – Standard	\$240	\$270	See below
Reimbursable – Non-standard (when developers are paying)	\$240 Associate \$300 Partner	\$240 Associate \$300 Partner	See below
Public Finance	\$350 Attorneys \$150 Paralegals/ law clerks	\$350 Attorneys \$150 Paralegals/ law clerks	No Change
Paralegals and Law Clerks	\$135	\$135	See below
Document Clerks	\$70	\$70	See below

On July 1, 2023 and on July 1 of every odd year thereafter, an increase to the applicable rates shall be implemented at up 80% of CPI, rounded up to the nearest dollar. The CPI shall be set by the Consumer Price Index ("CPI") for all urban consumers in the Los Angeles-Long Beach-Anaheim areas as published by the United States Government Bureau of Labor Statistics. Future CPI adjustments shall be based on the May CPI-U for Los Angeles-Long Beach-Anaheim.



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

10.

FROM: Douglas Dancs, Director of Public Works
DATE: 10/10/2022
SUBJECT: **Award a Contract for Sewer Relining, Project 317**

RECOMMENDATION

1. Approve Plans and Specifications for Sewer Relining, Project 317; and
2. Award a contract to Nu Line Technologies, LLC, CA, for \$163,129, and authorize a contingency of \$24,500; and
3. Approve a Task Order for Construction Inspection Services to Ardurra Group, Inc., for \$25,090, and authorize a contingency of \$3,750.

DISCUSSION

The City's Sewer Master Plan identifies various sewer pipes as having capacity or condition deficiencies. This project will reline over 1,600 feet of sewer pipes and 10 manhole structures. The deficiencies in these pipes include calcium deposits, water infiltration, and cracks. Due to escalating construction costs, this project combined locations identified in last year's Capital Improvement Program with locations slated for construction this year. Combining two years of project funding and increasing the quantity of work typically allows for lower construction costs due to economies of scale.

On September 22, the City received four bids for the project with Nu Line Technologies as the low bidder. Ardurra Group, Inc., the City's on-call construction manager, will inspect the project. A summary of project award information is attached.

BUDGET IMPACT

The estimated cost is \$216,469 and sufficient budget amounts are available in the Sewer Fund for this project.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Award Information and Bid Proposals

Task Order

Project Award Information Checklist

Description of Project:

This project will reline over 1,600 linear feet of sewer pipe and 10 manholes at various locations throughout the city.

Contract Working Days: Twenty (20) working days

Advertisement Date: August 4, 2022

Notice Inviting Bids Sent to: CIPList.com, McGraw-Hill Construction, Orange County Register, Construction Bid Source, Construction Bid Board, Association General Contractors of America

Bid Opening Date: September 1, 2022

No. of Bid Packets Distributed: Eleven (11)

	Bidders	Bid Amount
1.	Nu Line Technologies, LLC., Vista, CA	\$ 163,129*
2.	Southwest Pipeline and Trenchless, Torrance, CA	\$ 167,326
3.	Sancon Technologies, Inc., Huntington Beach, CA	\$ 182,884
4.	Insituform Technologies, LLC., Chesterfield, MO	\$ 218,509

*A mathematical error on the bid proposal resulted in a different bid amount. Nu Line Technologies acknowledges the correct amount should be \$163,129.

Apparent Low Bidder: Nu Line Technologies, LLC., Vista, CA - \$163,129

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

Contractor's License:

Valid at Time of Award: Yes

Valid at Time of Bid: Yes

Registration with DIR:

Contractor: Yes

Sub-Contractor: Yes

Experience:

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

**Construction Management/
Inspection Firm:**

Ardurra Group, Inc.

On-Call Contract Date: June 27, 2022

Amount of Task Order: \$25,090

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

**SEWER SYSTEM IMPROVEMENTS
PROJECT 317**

Date: THURSDAY, SEPTEMBER 22, 2022 AT 10:00 A.M.

Contractor Name: Nu Line Technologies, LLC

Contractor Address: 1325 Pipeline Dr. Vista, CA 92081

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Plans, Specifications and General and Special Provisions for the City of Cypress, **PROJECT 317**, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the plans, specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the 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.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16).	\$5,000.00	\$ 5,000.00
			Five thousand Dollars and Zero Cents		
			PER LS		
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15).	\$2,250.00	\$ 2,250.00
			Two thousand two hundred fifty dollars and zero cents		
			PER LS		
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1).	\$2,500.00	\$ 2,500.00
			Two thousand five hundred dollars and zero cents		
			PER LS		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
4.	1,359	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 to 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 8.00	\$ 10,872.00
			Eight dollars and zero cents		
			PER LF		
5.	1,092	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 35.00	\$ 38,220.00
			Thirty five dollars and zero cents		
			PER LF		
6.	267	LF	Install 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction. (Ball Road)	\$ 43.00	\$ 11,481.00
			Fourty three dollars and zero cents		
			PER LF		
7.	55	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 50.00	\$ 2,750.00
			Fifty dollars and zero cents		
			PER EA		
8.	4	EA	Service lateral connection sealing ("top hat")	\$2,100.00	\$ 8,400.00
			Two thousand one hundred dollars and zero cents		
			PER EA		
9.	4	EA	Trenchless internal point repairs	\$1,995.00	\$ 7,980.00
			One thousand nine hundred ninety-five dollars and zero cents		
			PER EA		
10.	10	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1").	\$275.00	\$ 2,750.00
			Two hundred seventy five dollars and zero cents		
			PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
11.	10	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D"). Three thousand fifty dollars and zero cents PER EA	\$3,050.00	\$30,500 00
12.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
16.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF BASE BID IN FIGURES:

\$123,203.00

(Written In Figures)

TOTAL AMOUNT OF BASE BID IN WORDS):

One hundred twenty three thousand two hundred three dollars and zero cents _____ Dollars

(Written In Words)

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

SCHEDULE OF WORK – ADDITIVE BID #1

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16).	\$ 2,500.00	\$2,500.00
			Two thousand five hundred dollars and zero cents		
			PER LS		
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15).	\$ 1,200.00	\$ 1,380.00
			One thousand two hundred dollars and zero cents		
			PER LS		
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1).	\$1,000.00	\$ 1,000.00
			One thousand dollars and zero cents		
			PER LS		
4.	323	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 10.00	\$ 3,230.00
			Ten dollars and zero cents		
			PER LF		
5.	323	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 42.00	\$ 13,566.00
			Fourty two dollars and zero cents		
			PER LF		
6.	16	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 50.00	\$ 800.00
			Fifty dollars and zero cents		
			PER EA		
7.	1	EA	Service lateral connection sealing ("top hat")	\$ 2,520.00	\$2,520.00
			Two thousand five hundred twenty dollars and zero cents		
			PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	EA	Trenchless internal point repairs	\$2,310.00	\$2,310.00
			Two thousand three hundred ten dollars and zero cents		
			PER EA		
9.	4	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1").	\$ 275.00	\$ 1,100.00
			Two hundred seventy five dollars and zero cents		
			PER EA		
10.	4	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D").	\$3,050.00	\$12,200.00
			Three thousand fifty dollars and zero cents		
			PER EA		
11.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
12.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF ADDITIVE BID #1 IN FIGURES:

\$ 40,606.00

(Written in Figures)

TOTAL AMOUNT OF ADDITIVE BID #1 IN WORDS:

Fourty thousand six hundred six dollars and zero cents Dollars
(Written in Words)

Total BASE BID PRICE:	\$ 123,203.00
Total ADDITIVE BID PRICE #1:	\$ 40,606.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	\$ 163,809.00

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWENTY (20) WORKING DAYS** of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

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 at ngahanbari@cypressca.org, 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 BID SHEET
SCHEDULE OF WORK ITEMS**

**SEWER SYSTEM IMPROVEMENTS
PROJECT 317**

Date: THURSDAY, SEPTEMBER 22, 2022 AT 10:00 A.M.

Contractor Name: Southwest Pipeline and Trenchless Corp.

Contractor Address: 22118 Vermont Ave, Torrance, CA 90502

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Plans, Specifications and General and Special Provisions for the City of Cypress, PROJECT 317, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the plans, specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the 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.	Quantity	Unit	Items of Work (Please Print Unit Prices Written In Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16).	5000.00	5000.00
				\$	\$
			PER LS		
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15).	2000.00	2000.00
				\$	\$
			PER LS		
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1).	2000.00	2000.00
				\$	\$
			PER LS		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
4.	1,359	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 to 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	15.00	20,385.00
				\$	\$
			PER LF		
5.	1,092	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	41.00	44,772.00
				\$	\$
			PER LF		
6.	267	LF	Install 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction. (Ball Road)	55.00	14,685.00
				\$	\$
			PER LF		
7.	55	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	50.00	2750.00
				\$	\$
			PER EA		
8.	4	EA	Service lateral connection sealing ("top hat")	1850.00	7400.00
				\$	\$
			PER EA		
9.	4	EA	Trenchless internal point repairs	1850.00	7400.00
				\$	\$
			PER EA		
10.	10	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1").	200.00	2000.00
				\$	\$
			PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
11.	10	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D").	2400.00	24,000.00
			PER EA	\$	\$
12.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
16.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF BASE BID IN FIGURES:

\$ 132,392.00

(Written in Figures)

TOTAL AMOUNT OF BASE BID IN WORDS):

One hundred thirty two thousand three hundred and ninety two Dollars

(Written in Words)

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

SCHEDULE OF WORK – ADDITIVE BID #1

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16).	500.00	500.00
				\$	\$
			PER LS		
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15).	450.00	450.00
				\$	\$
			PER LS		
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1).	450.00	450.00
				\$	\$
			PER LS		
4.	323	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	15.00	4845.00
				\$	\$
			PER LF		
5.	323	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	43.00	13,889.00
				\$	\$
			PER LF		
6.	16	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	50.00	800.00
				\$	\$
			PER EA		
7.	1	EA	Service lateral connection sealing ("top hat")	1800.00	1800.00
				\$	\$
			PER EA		

**Sewer System Improvements
Project 317**

Proposal Bid Sheet

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	EA	Trenchless internal point repairs	1800.00	1800.00
				\$	\$
			PER EA		
9.	4	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1").	200.00	800.00
				\$	\$
			PER EA		
10.	4	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D").	2400.00	9600.00
				\$	\$
			PER EA		
11.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
12.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF ADDITIVE BID #1 IN FIGURES:

\$ 34,934.00

(Written in Figures)

TOTAL AMOUNT OF ADDITIVE BID #1 IN WORDS):

Thirty four thousand nine hundred and thirty four

Dollars

(Written in Words)

Total BASE BID PRICE:	\$ 132,392.00
Total ADDITIVE BID PRICE #1:	\$ 34,934.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	\$ 167,326.00

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWENTY (20) WORKING DAYS** of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

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 at nghanbari@cypressca.org, 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 BID SHEET
SCHEDULE OF WORK ITEMS**

**SEWER SYSTEM IMPROVEMENTS
PROJECT 317**

Date: THURSDAY, SEPTEMBER 22, 2022 AT 10:00 A.M.

Contractor Name: SANCOA TECHNOLOGIES, INC.

Contractor Address: 5741 ENCLAVE DRIVE, HUNTINGTON BEACH, CA 92649

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Plans, Specifications and General and Special Provisions for the City of Cypress, **PROJECT 317**, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the plans, specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the 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.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16). <u>FIVE THOUSAND DOLLARS</u> PER LS	\$ 5,000	\$ 5,000
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15). <u>TEN THOUSAND DOLLARS</u> PER LS	\$ 10,000	\$ 10,000
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1). <u>TEN THOUSAND DOLLARS</u> PER LS	\$ 10,000	\$ 10,000

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
4.	1,359	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 to 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 9	\$ 12,231
			NINE DOLLARS		
			PER LF		
5.	1,092	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 38	\$ 41,496
			THIRTY-EIGHT DOLLARS		
			PER LF		
6.	267	LF	Install 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction. (Ball Road)	\$ 41	\$ 10,947
			FORTY-ONE DOLLARS		
			PER LF		
7.	55	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 25	\$ 1,375
			TWENTY-FIVE DOLLARS		
			PER EA		
8.	4	EA	Service lateral connection sealing ("top hat")	\$ 1,610	\$ 6,440
			ONE THOUSAND SIX HUNDRED TEN DOLLARS		
			PER EA		
9.	4	EA	Trenchless internal point repairs	\$ 2,000	\$ 8,000
			TWO THOUSAND DOLLARS		
			PER EA		
10.	10	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1").	\$ 100	\$ 1,000
			ONE HUNDRED DOLLARS		
			PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
11.	10	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D"). <u>TWO THOUSAND TWO HUNDRED DOLLARS</u> PER EA	\$ 2,200	\$ 22,000
12.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
16.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF BASE BID IN FIGURES:

\$ 128,489
(Written in Figures)

TOTAL AMOUNT OF BASE BID IN WORDS:

ONE HUNDRED TWENTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-NINE Dollars
(Written in Words)

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

SCHEDULE OF WORK – ADDITIVE BID #1

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written In Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16).	\$ 500	\$ 500
			FIVE HUNDRED DOLLARS		
			PER LS		
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15).	\$ 8,000	\$ 8,000
			EIGHT THOUSAND DOLLARS		
			PER LS		
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1).	\$ 2,000	\$ 2,000
			TWO THOUSAND DOLLARS		
			PER LS		
4.	323	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 14	\$ 4,522
			FOURTEEN DOLLARS		
			PER LF		
5.	323	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 81	\$ 26,163
			EIGHTY - ONE DOLLARS		
			PER LF		
6.	16	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$ 25	\$ 400
			TWENTY - FIVE DOLLARS		
			PER EA		
7.	1	EA	Service lateral connection sealing ("top hat")	\$ 1,610	\$ 1,610
			ONE THOUSAND SIX HUNDRED TEN DOLLARS		
			PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	EA	Trenchless internal point repairs	\$ 2,000	\$ 2,000
			TWO THOUSAND DOLLARS		
			PER EA		
9.	4	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1").	\$ 100	\$ 400
			ONE HUNDRED DOLLARS		
			PER EA		
10.	4	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D").	\$ 2,200	\$ 8,800
			TWO THOUSAND TWO HUNDRED DOLLARS		
			PER EA		
11.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
12.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF ADDITIVE BID #1 IN FIGURES:

\$ 54,395

(Written in Figures)

TOTAL AMOUNT OF ADDITIVE BID #1 IN WORDS:

FIFTY-FOUR THOUSAND THREE HUNDRED NINETY-FIVE

(Written in Words)

Dollars

Total BASE BID PRICE:	\$ 128,489
Total ADDITIVE BID PRICE #1:	\$ 54,395
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	\$ 182,884

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWENTY (20) WORKING DAYS** of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

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 at nghanbari@cypressca.org, 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 BID SHEET
SCHEDULE OF WORK ITEMS**

**SEWER SYSTEM IMPROVEMENTS
PROJECT 317**

Date: THURSDAY, SEPTEMBER 22, 2022 AT 10:00 A.M.

Contractor Name: Insituform Technologies, LLC

Contractor Address: 580 Goddard Avenue, Chesterfield, MO 63005

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Plans, Specifications and General and Special Provisions for the City of Cypress, **PROJECT 317**, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the plans, specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the 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.	Quantity	Unit	Items of Work (Please Print Unit Prices Written In Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16). <u>FIVE HUNDRED THIRTY FIVE DOLLARS</u> PER LS	\$535.00	\$535.00
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15). <u>FOUR HUNDRED FIFTY SIX DOLLARS</u> PER LS	\$456.00	\$456.00
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1). <u>FIVE HUNDRED SEVEN DOLLARS</u> PER LS	\$507.00	\$507.00

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
4.	1,359	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 to 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$30.00	\$40,770.00
			THIRTY DOLLARS PER LF		
5.	1,092	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$49.00	\$53,508.00
			FORTY NINE DOLLARS PER LF		
6.	267	LF	Install 10-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction. (Ball Road)	\$60.00	\$40,020.00
			SIXTY DOLLARS PER LF		
7.	55	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction.	\$136.00	\$7,480.00
			ONE HUNDRED THIRTY SIX DOLLARS PER EA		
8.	4	EA	Service lateral connection sealing ("top hat")	\$2,161.00	\$8,644.00
			TWO THOUSAND ONE HUNDRED SIXTY ONE DOLLARS PER EA		
9.	4	EA	Trenchless internal point repairs	\$2,701.00	\$10,804.00
			TWO THOUSAND SEVEN HUNDRED ONE DOLLARS PER EA		
10.	10	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1").	\$119.00	\$1,190.00
			ONE HUNDRED NINETEEN DOLLARS PER EA		

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
11.	10	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D"). <i>TWO THOUSAND FOUR HUNDRED TWENTY PER EA DOLLARS</i>	\$2,420.00	\$24,200.00
12.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
16.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF BASE BID IN FIGURES:

\$ 164,114.00
(Written in Figures)

TOTAL AMOUNT OF BASE BID IN WORDS):

ONE HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED FORTY AND ZERO CENTS Dollars
(Written in Words)

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

SCHEDULE OF WORK – ADDITIVE BID #1

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written In Words)	Unit Price	Total
1.	1	LS	Mobilization and Demobilization (Section 9-3.1, Section 9-3.4, and Article 14 and Article 16). <u>FIVE HUNDRED THIRTY FIVE DOLLARS</u> PER LS	\$535.00	\$535.00
2.	1	LS	Prepare and Submit Construction Traffic Control Plan; Conduct Traffic Control throughout the project (Section 9-3.2 and Article 15). <u>TWELVE THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS</u> PER LS	\$12,176.00	\$12,176.00
3.	1	LS	Maintaining and Temporary Handling of Sewer Flows (Sections 6-1.2 & 7-8.5 and Articles 25 & SS-1). <u>ONE HUNDRED EIGHTY ONE DOLLARS</u> PER LS	\$181.00	\$181.00
4.	323	LF	Clean and remove heavy calcium deposits and debris from existing sewer lines and obtain City's Approval prior to installation of 8 diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction. <u>THIRTY DOLLARS</u> PER LF	\$30.00	\$9,690.00
5.	323	LF	Install 8-inch diameter Cured-In-Place Pipe (CIPP) Lining (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction. <u>THIRTY TWO DOLLARS</u> PER LF	\$32.00	\$10,336.00
6.	16	EA	Establish openings to all existing sewer laterals (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & Article 18, and Appendix "D1"). Maintain existing sewer flows during construction. <u>ONE HUNDRED SEVENTY TWO DOLLARS</u> PER EA	\$172.00	\$2,752.00
7.	1	EA	Service lateral connection sealing ("top hat") <u>TWO THOUSAND ONE HUNDRED SIXTY ONE DOLLARS</u> PER EA	\$2,161.00	\$2,161.00

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
8.	1	EA	Trenchless internal point repairs ~~TWO THOUSAND SEVEN HUNDRED ONE~~ PER EA ~~DOLLARS~~	\$2,701.00	\$ 2,701.00
9.	4	EA	Remove all debris and calcium deposits from sewer manhole, and also from the pipe connection segments at downstream and upstream manhole areas. Maintain existing sewer flows during construction (Sections 7-8.5, 207-17 & 500-1.4, Articles SS-1; SS-2; SS-3; & SS-5, Article 18, and Appendix "D1"). ~~ONE HUNDRED NINETEEN DOLLARS~~ PER EA	\$119.00	\$ 476.00
10.	4	EA	Remove all manhole steps, Repair manhole interior damages, Seal and Grout interior cracks, Clean out manhole walls and debris, etc. per City approval, and then Line inside of Existing Sewer Manhole with SANCON 100 Coating, Spark Test, and Maintain Existing Sewer Flows (Articles SS-1; SS-5, and Appendixes "C" & "D"). ~~TWO THOUSAND FOUR HUNDRED TWENTY~~ PER EA ~~DOLLARS~~	\$2,420.00	\$ 9,680.00
11.	1	LS	Implement Rule 1166 and Secure All Permits. Prepare and Implement Health and Safety Plan (Articles 11 & 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
12.	1	LS	Conduct Required CCTV Services prior to commencing the project, during the project, and completion of the project as stated in the Contract Document.	(Included in the Prices Paid for Various Contract Bid Items.)	
13.	1	LS	Secure City and Other Agencies' Permits (Section 7-5 and Article 26).	(Included in the Prices Paid for Various Contract Bid Items.)	
14.	1	LS	Coordination with other Respective Utility Owners for Relocating of their Existing Utilities During Construction, if required (Sections 6 & 7 and Article 2).	(Included in the Prices Paid for Various Contract Bid Items.)	
15.	1	LS	Public Safety and Confined Space Entry; Including Fencing and all other Required Equipment (Article 11).	(Included in the Prices Paid for Various Contract Bid Items.)	

TOTAL AMOUNT OF ADDITIVE BID #1 IN FIGURES:

\$ 50,688.00
(Written in Figures)

TOTAL AMOUNT OF ADDITIVE BID #1 IN WORDS):

FIFTY THOUSAND SIX HUNDRED EIGHTY EIGHT Dollars
(Written in Words) AND ZERO CENTS

Total BASE BID PRICE:	\$ 164,114.00
Total ADDITIVE BID PRICE #1:	\$ 50,688.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	\$ 214,802.00

Note: In case of discrepancy between the words and figures, the words shall prevail.

Note: By submitting a bid, Contractor acknowledges they have reviewed CCTV videos of existing sewer lines and understands it is the responsibility of the Contractor to remove all debris and calcium deposits from existing sewer lines, and no additional compensation will be allowed. CCTV videos are available upon request.

Note: Bids includes all taxes, fees and other charges. In case of discrepancy between the words and figures, the words shall prevail.

Note: Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWENTY (20) WORKING DAYS** of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

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 at nghanbari@cypressca.org, 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.



September 30, 2022

Nick Mangkalakiri, PE
City Engineer
Engineering Division
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Subject: Proposal for Inspection of Sewer System Improvements Project 317

Dear Mr. Mangkalakiri,

Ardurra Group, Inc. is pleased to present this proposal to the City of Cypress to provide professional construction inspection, material testing, and related services for the Sewer System Improvements Project 317. Ardurra's project understanding, scope of services, staffing, and estimated fee are presented below for your consideration.

Project Understanding

The City wishes to engage Ardurra in providing inspection and material testing services for the Sewer System Improvements Project 317. The work consists of cleaning and conducting CIPP lining on a portion of the existing sewer collection system located at various locations. It is our understanding that the project duration is 20 working days, and the contractor is NuLine Technologies.

Scope of Services

The scope of services includes full time / part-time inspection services, material testing allowance, and some hours for project controls to assist our inspector in the field. Below is a list of services included in this proposal:

1. Represent the City's interests with the overall construction inspection of this project.
2. Monitor the contractor's compliance with the project contract, specifications and National Pollutant Discharge Elimination System (NPDES).
3. Assist City staff with public relations, including distributing construction notices and responding to inquiries of residents and the general public.
4. Attend the preconstruction meeting and subsequent weekly field meetings, as needed.
5. Assist in the coordination and review of contractor's submittals, including proposed construction schedules and other submittals required by the project plans and specifications.
6. Assist the City's construction manager to monitor and document that the contractor adheres to the approved construction schedule.
7. Be present on the job site when construction is in progress and when inspection is required. Part-time inspection work is proposed as requested by the City. Ardurra will not be responsible for observing construction activities that are implemented when its inspector is not scheduled/present on site.
8. Provide assistance and direction to technicians performing materials tests, as needed.
9. Measure and verify the project pay item quantities, in-place. All pay item quantities must be confirmed with the contractor prior to submission of invoice for payment.
10. Review the contractor's invoices.



11. Assist in the review and processing of requests for information (RFI), change orders, and approved time and materials work.
12. Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.), as required for this project.
13. Review traffic control and coordinate any adjustments, as needed.
14. Identify items requiring corrective action by either the contractor or City. Monitor and document completion of corrective actions.
15. Develop "punch list" items and monitor corrections made.

Proposed Staffing

Ardurra proposes **Arash Rostamian, PE** as the inspector for this task order. Arash is familiar with City of Cypress personnel and procedures.

Ardurra's estimated fee to provide the services outlined in this proposal follows this letter.

Please feel free to contact me should you have any questions or require additional information. We look forward to continuing to work closely with the City on this important and timely project.

Ardurra's Contractual Contact

Omar Alameddine
Project and Construction Management Group Leader
Ardurra Group, Inc.
1960 E. Grand Street, Suite 300, El Segundo, CA 90245
Cell: (949) 533-3012
Email: oalameddine@ardurra.com

Respectfully submitted,
Ardurra Group, Inc.

Omar Alameddine
Project and Construction Management Group Leader

Estimated Fee

City of Cypress
Construction Inspection Services for Sewer System Improvements Project 317
20 Working Day Construction Duration

Pre-Construction		2 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
PE Licensed Inspector	4.00	8.00	\$ 170.00	\$ 1,360.00
Public Works Inspector			\$ 152.00	\$ -
Project Controls Engineer	2.00	4.00	\$ 145.00	\$ 580.00
Submittal Review Allowance				\$ 5,000.00
Subtotal Pre-Construction				\$ 6,940.00
Construction		20 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
PE Licensed Inspector	4.00	80.00	\$ 170.00	\$ 13,600.00
Public Works Inspector			\$ 152.00	\$ -
Project Controls Engineer	1.00	20.00	\$ 145.00	\$ 2,900.00
Subtotal Construction				\$ 16,500.00
Post-Construction		2 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
PE Licensed Inspector	4.00	8.00	\$ 170.00	\$ 1,360.00
Public Works Inspector			\$ 152.00	\$ -
Project Controls Engineer	1.00	2.00	\$ 145.00	\$ 290.00
Subtotal Post-Construction				\$ 1,650.00
Total Estimated Fee				\$ 25,090.00

Notes: Terms and conditions shall be pursuant to the City of Cypress On-Call Construction Management and Inspection Contract dated June 27, 2022.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

11.

FROM: Alisha Farnell, City Clerk

DATE: 10/10/2022

SUBJECT: Proclaim the Week of October 23-29, 2022 as Red Ribbon Week

RECOMMENDATION

Proclaim the week of October 23-29, 2022 as Red Ribbon Week.

DISCUSSION

Periodically, the City receives requests to publicly declare, recognize, observe, or promote awareness of a special event. As the City's past practice has established, routine and/or internal proclamation requests are placed on an agenda by the City Clerk for consideration by the City Council. Any new proclamation requests may be added to a future agenda in accordance with City Council policy.

The City Clerk received a routine request from the Police Department requesting the City Council officially proclaim the week of October 23-29, 2022 as Red Ribbon Week. A proclamation has been prepared for the Mayor's signature and is attached for consideration.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Proclamation

**RED RIBBON WEEK
OCTOBER 23 - 29, 2022**

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS Orange County has celebrated Red Ribbon Week since 1987; and

WHEREAS, community members show their support and commitment to a drug-free lifestyle by planning and participating in substance abuse awareness, public education programs, essay contests, etc.; and

WHEREAS, the Red Ribbon Campaign will be celebrated in the City of Cypress during **RED RIBBON WEEK**, October 23 – 29, 2022; and

WHEREAS, businesses, government, law enforcement, schools, religious institutions, service organizations, health care providers, military, sports teams, senior citizens, youth, and individuals will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, the community of Cypress further commits its resources to ensure the success of the **RED RIBBON CAMPAIGN**.

NOW, THEREFORE, LET IT BE PROCLAIMED, that the City Council of the City of Cypress does hereby support October 23 – 29, 2022, as **RED RIBBON WEEK**, and encourages its citizens to participate in drug prevention and education activities, making a visible statement that we are firmly committed to a drug-free community.

BE IT FURTHER PROCLAIMED, that the City Council of the City of Cypress encourages all citizens to “**SEND A MESSAGE. STAY DRUG FREE.**”

Paulo Morales
MAYOR OF THE CITY OF CYPRESS
Dated: October 10, 2022



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

12.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/10/2022

SUBJECT: Approve Register of Warrants, Transfers, and Wires Issued for the Period of September 10, 2022 through September 23, 2022

RECOMMENDATION

Approve the attached payment register summarized below for the period of September 10, 2022 through September 23, 2022:

- Electronic Funds Transfers 11819 through 11940
- Warrants 60558 through 60659
- Payroll Transfers W1484

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 identified.

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 September 10, 2022 through September 23, 2022 are \$1,208,001.19.

LEGAL REVIEW

None required.

APPROVED BY:

Matt Burton, Director of Finance & Administrative Services

Attachments

Payment Register for the Period 09-10-22 through 09-23-22

**City of Cypress
Payment Register
09/10/22-09/23/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11819	2135 - BRUNN, DAVID	\$ 500.00	Refund/Recycling Deposit/4337 Livermore	Rfd 9/16/22	\$ 500.00
11820	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 10,654.75	W/C Claims/Prof Svcs/#25470-25533	Reimb 9/16/22	\$ 10,654.75
11821	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 10,832.64	W/C Claims/Medical/#25470-25533	Reimb(A) 9/16/22	\$ 10,832.64
11822	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 9,119.60	W/C Claims/Perm Disability/#25470-25533	Reimb(B) 9/16/22	\$ 9,119.60
11823	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 48.30	W/C Claims/Temporary Disability/#25470-25533	Reimb(C) 9/16/22	\$ 48.30
11824	2136 - SHAW, STEVE	\$ 867.60	Refund/Business Recovery Program/Permit #BS-22-683	Rfd 9/16/22	\$ 867.60
11825	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES/HdL	\$ 59,229.28	Svc/Business License Tax Admin 7/22	Jul22	\$ 59,229.28
11826	1480 - ARCO BUSINESS SOLUTIONS	\$ 20,151.68	Fuel/Police 8/3-9/2	NP62821954D	\$ 20,151.68
11827	1480 - ARCO BUSINESS SOLUTIONS	\$ 3,457.13	Fuel/Maint 8/3-9/2	NP62821954B	\$ 3,457.13
11828	1480 - ARCO BUSINESS SOLUTIONS	\$ 78.82	Fuel/Admin 8/3-9/2	NP62821954	\$ 78.82
11829	1480 - ARCO BUSINESS SOLUTIONS	\$ 100.60	Fuel/Engineering 8/3-9/2	NP62821954A	\$ 100.60
11830	1480 - ARCO BUSINESS SOLUTIONS	\$ 120.86	Fuel/CRPD 8/3-9/2	NP62821954C	\$ 120.86
11831	2138 - LIFT ENERGY	\$ 3,333.00	Refund/Cancelled Permit #CDD-22-53	9/16/22	\$ 3,333.00
11832	1178 - UNION BANK	\$ 17.23	Supplies/Facility Operations/Comm Center 7/15	0547 9/7/22	\$ 17.23
11833	1178 - UNION BANK	\$ 135.00	Reg/Women In Leisure Awards Banquet/SM & SG & AT & AC & CW 8/11	0547(A) 9/7/22	\$ 135.00
11834	1178 - UNION BANK	\$ 28.00	Supplies/Facility Operations/Comm Center 8/5	0547(B) 9/7/22	\$ 28.00
11835	1178 - UNION BANK	\$ 9.69	Supplies/2022 Election 7/18	0635 9/7/22	\$ 9.69
11836	1178 - UNION BANK	\$ 50.00	Reg/Navigating Stress In The Workplace Webinar/AF 7/27	0635(A) 9/7/22	\$ 50.00
11837	1178 - UNION BANK	\$ (13.48)	Credit/Game Coins/Special Events 8/2	1313 9/7/22	\$ (13.48)
11838	1178 - UNION BANK	\$ 42.01	Sign Holders(12)/Sr Center 7/14	1313(A) 9/7/22	\$ 42.01
11839	1178 - UNION BANK	\$ 164.15	Banners(3)/2022 5K/10K Run 7/25	1313(B) 9/7/22	\$ 164.15

**City of Cypress
Payment Register
09/10/22-09/23/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11840	1178 - UNION BANK	\$ 610.64	Senior Meals(136) 7/19	1313(C) 9/7/22	\$ 610.64
11841	1178 - UNION BANK	\$ 21.54	Erroneous Charge/Reimbursed/SG 7/25	1313(D) 9/7/22	\$ 21.54
11842	1178 - UNION BANK	\$ 46.32	Sign Holders(12)/Sr Center 8/8	1313(E) 9/7/22	\$ 46.32
11843	1178 - UNION BANK	\$ 49.60	Employees Only Sign(1)/Sr Center 8/11	1313(F) 9/7/22	\$ 49.60
11844	1178 - UNION BANK	\$ 45.18	Food/Playground/Kids Night Out 7/15	1857 9/7/22	\$ 45.18
11845	1178 - UNION BANK	\$ 22.48	Food/Day Camp 7/19	1857(A) 9/7/22	\$ 22.48
11846	1178 - UNION BANK	\$ 11.44	Supplies/Day Camp 7/19	1857(B) 9/7/22	\$ 11.44
11847	1178 - UNION BANK	\$ 53.49	Supplies/Playground 7/20	1857(C) 9/7/22	\$ 53.49
11848	1178 - UNION BANK	\$ 29.61	Supplies/Playground 7/20	1857(D) 9/7/22	\$ 29.61
11849	1178 - UNION BANK	\$ 35.52	Supplies/Day Camp 7/20	1857(E) 9/7/22	\$ 35.52
11850	1178 - UNION BANK	\$ 7.43	Supplies/Day Camp 7/21	1857(F) 9/7/22	\$ 7.43
11851	1178 - UNION BANK	\$ 65.84	Supplies/Day Camp 7/21	1857(G) 9/7/22	\$ 65.84
11852	1178 - UNION BANK	\$ 10.78	Supplies/Day Camp 7/29	1857(H) 9/7/22	\$ 10.78
11853	1178 - UNION BANK	\$ 69.91	Food/Day Camp 7/29	1857(I) 9/7/22	\$ 69.91
11854	1178 - UNION BANK	\$ 20.99	Food/Day Camp 8/8	1857(J) 9/7/22	\$ 20.99
11855	1178 - UNION BANK	\$ 24.94	Food/Day Camp 8/3	1857(K) 9/7/22	\$ 24.94
11856	1178 - UNION BANK	\$ 27.56	Supplies/Day Camp 8/1	1857(L) 9/7/22	\$ 27.56
11857	1178 - UNION BANK	\$ 20.44	Supplies/Day Camp 8/9	1857(M) 9/7/22	\$ 20.44
11858	1178 - UNION BANK	\$ 128.93	Supplies/Day Camp 8/8	1857(N) 9/7/22	\$ 128.93
11859	1178 - UNION BANK	\$ 16.15	Disputed Charge/Reimbursed 8/6	1857(O) 9/7/22	\$ 16.15
11860	1178 - UNION BANK	\$ 16.37	Supplies/Day Camp 8/8	1857(P) 9/7/22	\$ 16.37

**City of Cypress
Payment Register
09/10/22-09/23/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11861	1178 - UNION BANK	\$ 57.22	PD Dog Food(1 Bag)/Bono 8/2	2173 9/7/22	\$ 57.22
11862	1178 - UNION BANK	\$ 475.00	Reg/Municipal Information Systems Assoc Conference/AS 10/2-10/5	2886 9/7/22	\$ 475.00
11863	1178 - UNION BANK	\$ 407.20	Airfare/Municipal Information System Assoc Conf/AS 10/2-10/5	2886(A) 9/7/22	\$ 407.20
11864	1178 - UNION BANK	\$ 449.99	SSL Certificate/City Website 7/7/22-7/6/23	2886(B) 9/7/22	\$ 449.99
11865	1178 - UNION BANK	\$ 42.01	Ethernet Cable(150 Ft)/IT 9/20	2886(C) 9/7/22	\$ 42.01
11866	1178 - UNION BANK	\$ 30.16	Gas Can(1)/IT Portable Generator 7/21	2886(D) 9/7/22	\$ 30.16
11867	1178 - UNION BANK	\$ 23.14	Velcro(10 Ft)/IT 7/26	2886(E) 9/7/22	\$ 23.14
11868	1178 - UNION BANK	\$ (25.00)	W/C Credit/Reg/CA CLETS User Group Seminar/JG 9/12-9/13	3874 9/7/22	\$ (25.00)
11869	1178 - UNION BANK	\$ 18.00	W/C Postage Stamps(30) 7/14	3874(A) 9/7/22	\$ 18.00
11870	1178 - UNION BANK	\$ 8.70	W/C Sub/Business Analytics/Reporting Software 7/7-8/6	3874(B) 9/7/22	\$ 8.70
11871	1178 - UNION BANK	\$ 20.65	W/C Data Storage/Amazon Cloud 7/22	3874(C) 9/7/22	\$ 20.65
11872	1178 - UNION BANK	\$ 250.00	W/C Reg/CA CLETS User Group Seminar/JG 9/12-9/13	3874(D) 9/7/22	\$ 250.00
11873	1178 - UNION BANK	\$ 40.23	W/C Paper Towels(2.4K) 8/11	3874(E) 9/7/22	\$ 40.23
11874	1178 - UNION BANK	\$ 71.91	PD Dog Food(1 Bag)/Kubo 7/29	4268 9/7/22	\$ 71.91
11875	1178 - UNION BANK	\$ 400.00	Reg/Municipal Mgmt Assoc Conference/KG 11/2-11/4	4519 9/7/22	\$ 400.00
11876	1178 - UNION BANK	\$ 646.56	Senior Meals(144) 7/12	4522 9/7/22	\$ 646.56
11877	1178 - UNION BANK	\$ 682.48	Senior Meals(152) 7/26	4522(A) 9/7/22	\$ 682.48
11878	1178 - UNION BANK	\$ 2.14	Movie Rental(1)/Sr Center 7/27	4522(B) 9/7/22	\$ 2.14
11879	1178 - UNION BANK	\$ 465.00	Movie License(1)/Sing 2/Outdoor Movie Event 9/16	4522(C) 9/7/22	\$ 465.00
11880	1178 - UNION BANK	\$ 574.72	Senior Meals(128) 8/2	4522(D) 9/7/22	\$ 574.72
11881	1178 - UNION BANK	\$ 2.14	Movie Rental(1)/Sr Center 8/2	4522(E) 9/7/22	\$ 2.14

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11882	1178 - UNION BANK	\$ 610.64	Senior Meals(136) 8/9	4522(F) 9/7/22	\$ 610.64
11883	1178 - UNION BANK	\$ 2.14	Movie Rental(1)/Sr Center 8/10	4522(G) 9/7/22	\$ 2.14
11884	1178 - UNION BANK	\$ 10.00	Sub/Box/Staff Document Review/Engineering 7/29-8/28	4595 9/7/22	\$ 10.00
11885	1178 - UNION BANK	\$ 1,800.00	Svc/Quickbase/Bldg/Public Works 8/22	4595(A) 9/7/22	\$ 1,800.00
11886	1178 - UNION BANK	\$ 20.00	Gift Cards(4)/In-N-Out/Teens/Counselors In Training 7/27	4729 9/7/22	\$ 20.00
11887	1178 - UNION BANK	\$ 20.00	Gift Cards(4)/Starbucks/Teens/Counselors In Training 7/27	4729(A) 9/7/22	\$ 20.00
11888	1178 - UNION BANK	\$ 145.73	Food/Teens/Counselors In Training Recognition 8/4	4729(B) 9/7/22	\$ 145.73
11889	1178 - UNION BANK	\$ (12.06)	Credit/Disputed Charge/FM 6/8	5009 9/7/22	\$ (12.06)
11890	1178 - UNION BANK	\$ 148.41	Breakfast Team Meeting(6)/Executive Directors 7/26	5395 9/7/22	\$ 148.41
11891	1178 - UNION BANK	\$ (51.51)	Credit/Supplies/Salute To America 7/11	5505 9/7/22	\$ (51.51)
11892	1178 - UNION BANK	\$ 25.28	Employees Only Sign(1)/Lexington Park 8/4	5505(A) 9/7/22	\$ 25.28
11893	1178 - UNION BANK	\$ 1.99	PD Sub/OneDrive/Photo Storage 7/22	5911 9/7/22	\$ 1.99
11894	1178 - UNION BANK	\$ (97.85)	Credit/PD Reg/Search Warrant-Patrol/LW 6/30	6278 9/7/22	\$ (97.85)
11895	1178 - UNION BANK	\$ 344.05	PD Hotel/Peace Officer Certification SB2/CR 9/20	6278(A) 9/7/22	\$ 344.05
11896	1178 - UNION BANK	\$ 344.05	PD Hotel/Peace Officer Certification SB2/ML 9/20	6278(B) 9/7/22	\$ 344.05
11897	1178 - UNION BANK	\$ 87.00	Sub/Mailchimp Email Distribution/BS 7/22	6439	\$ 87.00
11898	1178 - UNION BANK	\$ 9.95	Food/Recruitment Meeting/GF & Applicant 7/14	7454 9/7/22	\$ 9.95
11899	1178 - UNION BANK	\$ 9.15	PD USB Cable(1) 8/10	7454(A) 9/7/22	\$ 9.15
11900	1178 - UNION BANK	\$ 1,396.36	PD Portable Radio Batteries(10)	7454(B) 9/7/22	\$ 1,396.36
11901	1178 - UNION BANK	\$ 26.43	PD USB Cables(6) 8/12	7454(C) 9/7/22	\$ 26.43
11902	1178 - UNION BANK	\$ 48.48	Handheld Vacuum(1)/Finance 7/19	7626 9/7/22	\$ 48.48

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11903	1178 - UNION BANK	\$ 1.68			
			Postage/Police Tests Returned/HR 8/5	7628 9/7/22	\$ 1.68
11904	1178 - UNION BANK	\$ (1,050.00)			
			Credit/Erroneous Charge/Class Registration/EB 5/3	8179 9/7/22	\$ (1,050.00)
11905	1178 - UNION BANK	\$ 630.00			
			PD Reg/CA Narcotics Officer Assoc Conference/CM 11/18-11/22	8179(A) 9/7/22	\$ 630.00
11906	1178 - UNION BANK	\$ 630.00			
			PD Reg/CA Narcotics Officer Assoc Conference/HM 11/18-11/22	8179(B) 9/7/22	\$ 630.00
11907	1178 - UNION BANK	\$ 630.00			
			PD Reg/CA Narcotics Officer Assoc Conference/CP 11/18-11/22	8179(C) 9/7/22	\$ 630.00
11908	1178 - UNION BANK	\$ 175.00			
			PD Reg/Basic Traffic Collision Training/BL 7/11-7/15	8179(D) 9/7/22	\$ 175.00
11909	1178 - UNION BANK	\$ 415.84			
			PD Hotel Deposit/CA Homicide Investigator Conf/SR 8/23-8/26	8179(E) 9/7/22	\$ 415.84
11910	1178 - UNION BANK	\$ 415.84			
			PD Hotel Deposit/CA Homicide Investigator Conf/HM 8/23-8/26	8179(F) 9/7/22	\$ 415.84
11911	1178 - UNION BANK	\$ 415.84			
			PD Hotel Deposit/CA Homicide Investigator Conf/SG 8/23-8/26	8179(G) 9/7/22	\$ 415.84
11912	1178 - UNION BANK	\$ 415.84			
			PD Hotel Deposit/CA Homicide Investigator Conf/AY 8/23-8/26	8179(H) 9/7/22	\$ 415.84
11913	1178 - UNION BANK	\$ 33.36			
			Clipboards(30)/Comm Center 7/15	8202 9/7/22	\$ 33.36
11914	1178 - UNION BANK	\$ 232.56			
			Volleyballs(12)/Youth Sports 7/18	8202(A) 9/7/22	\$ 232.56
11915	1178 - UNION BANK	\$ 29.72			
			Supplies/Day Camp 7/20	8202(B) 9/7/22	\$ 29.72
11916	1178 - UNION BANK	\$ 715.48			
			PD PACE Notebooks(350) 7/19	8886 9/7/22	\$ 715.48
11917	1178 - UNION BANK	\$ 151.93			
			PD ID Printer Ribbon(1) 7/14	8886(A) 9/7/22	\$ 151.93
11918	1178 - UNION BANK	\$ 24.76			
			PD Post-It Notes(24) 7/18	8886(B) 9/7/22	\$ 24.76
11919	1178 - UNION BANK	\$ 102.34			
			PD Custom Stamps(2)/Records 8/1	8886(C) 9/7/22	\$ 102.34
11920	1178 - UNION BANK	\$ 17.91			
			PD Power Adapter(1)/Evidence Scale 8/1	8886(D) 9/7/22	\$ 17.91
11921	1178 - UNION BANK	\$ 476.47			
			PD Anti-Fatigue Mats(4)/DUI Checkpoints 8/3	8886(E) 9/7/22	\$ 476.47
11922	1178 - UNION BANK	\$ 404.98			
			PD Towel Racks(9)/Locker Rooms 8/8	8886(F) 9/7/22	\$ 404.98
11923	1178 - UNION BANK	\$ 123.25			
			PD Ribbon(2)/MAV Printer 8/10	8886(G) 9/7/22	\$ 123.25

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11924	1178 - UNION BANK	\$ 103.42			
			PD Computer Privacy Screen Filters(2) 8/11	8886(H) 9/7/22	\$ 103.42
11925	1178 - UNION BANK	\$ 8.51			
			PD AED Sign(1) 8/10	8886(I) 9/7/22	\$ 8.51
11926	1178 - UNION BANK	\$ 16.18			
			PD AED Sign(1) 8/10	8886(J) 9/7/22	\$ 16.18
11927	1178 - UNION BANK	\$ 14.54			
			PD Planner(1)/PACE Instructor 8/12	8886(K) 9/7/22	\$ 14.54
11928	1178 - UNION BANK	\$ 450.00			
			Sub/Property Data/Code Enforcement & Planning 4/22-6/22	9183 9/7/22	\$ 450.00
11929	1178 - UNION BANK	\$ 150.00			
			Sub/Property Data/Code Enforcement & Planning 7/22	9183(A) 9/7/22	\$ 150.00
11930	1178 - UNION BANK	\$ (53.21)			
			Credit/Returned Order 7/16	9656 9/7/22	\$ (53.21)
11931	1178 - UNION BANK	\$ 290.69			
			Meals(20)/Red Robin/Citizens Academy 7/12	9656(A) 9/7/22	\$ 290.69
11932	1178 - UNION BANK	\$ 166.98			
			Meals(20)/Big Chopsticks/Citizens Academy 7/19	9656(B) 9/7/22	\$ 166.98
11933	1178 - UNION BANK	\$ 28.99			
			Supplies/Break Room/City Hall 7/19	9656(C) 9/7/22	\$ 28.99
11934	1178 - UNION BANK	\$ 29.63			
			Supplies/Admin 7/19	9656(D) 9/7/22	\$ 29.63
11935	1178 - UNION BANK	\$ 202.53			
			Meals(20)/Italia's Pizza Kitchen/Citizens Academy 7/26	9656(E) 9/7/22	\$ 202.53
11936	1178 - UNION BANK	\$ 12.38			
			Bottled Water(80)/Citizens Academy 7/26	9656(F) 9/7/22	\$ 12.38
11937	1178 - UNION BANK	\$ 400.00			
			Dues/CA City Manager Foundation/PG 7/1/22-6/30/23	9656(G) 9/7/22	\$ 400.00
11938	1178 - UNION BANK	\$ 4.99			
			Food/Council Meetings 7/31	9656(H) 9/7/22	\$ 4.99
11939	1178 - UNION BANK	\$ 19.99			
			Sub/Dropbox/Shared Access Storage/BS 8/8-9/8	9656(I) 9/7/22	\$ 19.99
11940	1178 - UNION BANK	\$ 29.98			
			Sub/Zoom Video Conferencing/HR 8/8-9/7	9858 9/7/22	\$ 29.98

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60558	119018 - GOLDEN STATE WATER COMPANY	\$ 50,610.80			
			Svc/Athletic Fields 7/22	7/22(A)	\$ 3,243.52
			Svc/Civic Center 7/22	7/22(B)	\$ 2,958.37
			Svc/Community Center 7/22	7/22(E)	\$ 29.47
			Svc/Lexington Park 7/22	7/22(F)	\$ 2,600.45
			Svc/Maint Yard Landscaping 6/22	6/22(O)	\$ 60.86
			Svc/Parks Landscaping 7/22	7/22	\$ 30,369.75
			Svc/Parkway Maint 7/22	7/22(H)	\$ 9,207.98
			Svc/Sr Center 7/22	7/22(D)	\$ 548.68
			Svc/Stanton Channel Berm 7/22	7/22(G)	\$ 940.30
			Svc/Storm Drain 7/22	7/22(C)	\$ 651.42
60559	639 - 10-8 RETROFIT, INC	\$ 586.63			
			Repair/Truck Box/Unit #600	18816	\$ 586.63
60560	2094 - 3 WIRE LLC	\$ 610.15			
			Repair/Steam Table/Sr Center 9/7	0081284	\$ 610.15
60561	1346 - A1 TEST ONLY & SMOG	\$ 160.00			
			Svc/Smog Test/Unit #101	1146048 9/8/22	\$ 45.00
			Svc/Smog Test/Unit #118	034976 8/30/22	\$ 45.00
			Svc/Smog Test/Unit #632	1106846 8/29/22	\$ 35.00
			Svc/Smog Test/Unit #802	1218593 8/31/22	\$ 35.00
60562	1570 - ADVANTAGE MAILING, LLC	\$ 6,793.03			
			Svc/Print Post Cards(17.5K)/2022 5K/10K Run Street Closures 8/23	172921	\$ 1,950.15
			Svc/Print/City & Rec Newsletter(17.5K) 8/22	171556	\$ 4,842.88
60563	270 - AITHAL, DARSHINI	\$ 382.85			
			Instruct/Chair Yoga 8/2-8/30	8/30/22	\$ 154.70
			Instruct/Flow Yoga 8/1-8/29	8/29/22	\$ 228.15
60564	130335 - AKM CONSULTING ENGINEERS	\$ 9,030.00			
			Design/Sewer Rehab/Civic Center 7/22	0011786	\$ 3,555.00
			Design/Sewer Systems Mgmt Plan Update & Audit 8/22	0011798	\$ 5,475.00
60565	128591 - ALIN PARTY SUPPLY CO-PARTY DEPOT	\$ 20.90			
			Supplies/Sr Center 8/30	617069	\$ 20.90
60566	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 11,067.43			
			Crossing Guard Svcs(24 Hrs)/Orange & Grindlay 8/7-8/20	79182	\$ 578.16
			Crossing Guard Svcs(435.42 Hrs) 8/7-8/20	79183	\$ 10,489.27
60567	1403 - ALL STAR ELITE SPORTS	\$ 1,417.28			
			Shirts/Youth(142)/Coaches(19)/Fall Volleyball 9/6	3054	\$ 1,417.28
60568	110860 - AT&T	\$ 824.23			
			Svc/Internet 8/22	18723491	\$ 824.23
60569	110860 - AT&T	\$ 1,983.98			
			PD Svc/Mobile Data 8/22	8/22(G)	\$ 1,983.98

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60570	110860 - AT&T	\$ 1,847.06			
			2481347232-Admin Phone Svc 9/22	9/22	\$ 4.76
			W/C Svc/Priority Radio Line 9/5-10/4	1734493178090522	\$ 1,842.30
60571	110860 - AT&T	\$ 29.42			
			9391033695-Civic Center Phone Svc 8/22	8/22(H)	\$ 29.42
60572	252 - AUTO ZONE, INC	\$ 475.98			
			Replace/Battery/Unit #694	5521649102	\$ 158.66
			Vehicle Batteries(2) 9/7	5521655316	\$ 317.32
60573	109327 - BEE REMOVERS/HONEYCOTT, INC	\$ 75.00			
			Svc/Bee Inspection 8/30	600551	\$ 75.00
60574	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 3,830.26			
			Insurance/Dental & Vision/West Comm 9/22	B06HFL	\$ 990.20
			Insurance/Vision Claims/City & Dist 8/22	B06JYB	\$ 2,840.06
60575	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 473.40			
			Blood/Alcohol Tests(4) 7/31-8/27	2045	\$ 473.40
60576	112176 - CA ST UNIVERSITY LONG BEACH-CSULB	\$ 375.00			
			PD Reg/Court & Temporary Holding Facilities/EC & NT & FD 9/22	PD Reg(3) 9/22	\$ 375.00
60577	111882 - CALIFORNIA YELLOW CAB CORP	\$ 1,590.00			
			Sr Center/Nutrition Program 7/22	7503022	\$ 1,170.00
			Taxi Voucher Program/Sr Center 7/22	7501022	\$ 420.00
60578	103016 - CAMERON WELDING CO	\$ 70.00			
			Cylinder Charges 8/22	09252803	\$ 70.00
60579	123012 - CHARLES ABBOTT ASSOCIATES	\$ 290.00			
			Svc/Engineering Plan Checks 7/22	64557	\$ 290.00
60580	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 2,014.87			
			Svc/Cable/Council Chambers 9/10-10/9	9/10/22-10/9/22	\$ 120.99
			W/C CAD/RMS Ethernet Connection 9/4-10/3	0026082090522	\$ 1,378.88
			W/C Svc/Internet 8/31-9/30	0307955083122	\$ 515.00
60581	110067 - COMLINK LASER CARE	\$ 110.95			
			Toner(1)/PD 9/2	74286	\$ 110.95
60582	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 7,000.00			
			Svc/City Communication Support & Marketing 7/22	2208-206	\$ 2,000.00
			Svc/Recreation Strategic Communication Support 7/22	2208-205	\$ 5,000.00
60583	1439 - CORODATA MEDIA STORAGE, INC	\$ 281.40			
			Offsite Data Storage 7/22	DS1302753	\$ 140.70
			Offsite Data Storage 8/22	DS1303050	\$ 140.70
60584	115003 - COUNTY OF ORANGE	\$ 873.14			
			Fees/NPDES Pollution Response 2022-23	PW230110	\$ 873.14
60585	2046 - DANA SAFETY SUPPLY CORP	\$ 600.00			
			Svc/Remove Emergency Equipment/Unit #611	810101	\$ 600.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60586	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 480.00			
			Svc/Fingerprints(1)/City 7/22	597165	\$ 32.00
			Svc/Fingerprints(14)/PD 7/22	597165(A)	\$ 448.00
60587	345 - DISCOUNT TIRE STORE	\$ 58.00			
			Svc/Mount & Balance Wheels(2)/Unit #647	30028533	\$ 58.00
60588	1411 - DOSSIER SYSTEMS, INC AMCS GROUP INC	\$ 3,754.80			
			Sub/Fleet Asset Management Software 7/1/22-6/30/23	116718	\$ 3,754.80
60589	693 - DUNN RIGHT ELECTRICAL-KEVIN DUNN	\$ 501.72			
			Repair/Landscape Lighting/Sr Center 7/25	5706	\$ 501.72
60590	1296 - EDCO CNG	\$ -			
			Void/Natural Gas (102.22 Gls)/Sweeper(2)/Sewer Truck(1) 8/16-8/31	09022022-6	\$ -
60591	2125 - EMPIRE DESIGN & BUILD LLC	\$ 26,410.00			
			Svc/Upgrade Lighting/Various Parks	EDB100-01	\$ 26,410.00
60592	104530 - EXPERIAN	\$ 78.92			
			PD Credit Reports 8/22	CD2305003622	\$ 78.92
60593	2132 - FERGUSON ENTERPRISES LLC	\$ 564.34			
			Push Button Flush Assembly(1)/Faucet Meter Cartridges(3) 9/6	1766739	\$ 564.34
60594	798 - FORENSIC NURSE SPECIALISTS, INC	\$ 300.00			
			PD Svc/Call Out(1)/DR #22-02241 8/5	5212	\$ 300.00
60595	1115 - FRONTIER	\$ 1,967.83			
			W/C Phone Svc/5627955413 9/22	9/22	\$ 1,967.83
60596	1114 - FRONTIER COMMUNICATIONS OF CA	\$ 1,209.12			
			W/C Svc/Priority Radio Line 9/5-10/4	7002Z403S22248	\$ 1,209.12
60597	889 - FULL SAIL ENTERPRISES, INC	\$ 136.64			
			Install/Graphics/Unit #674	126-2204	\$ 136.64
60598	1596 - GARON WYATT INVESTIGATIVE SERVICES	\$ 1,550.00			
			PD Svc/Background Check(1) 8/29	2022BG6	\$ 1,550.00
60599	119018 - GOLDEN STATE WATER COMPANY	\$ 9,141.53			
			Svc/Parkway Maint 8/22	8/22(B)	\$ 8,657.98
			Svc/Sr Center 8/22	8/22(A)	\$ 81.14
			Svc/Storm Drain 8/22	8/22	\$ 402.41
60600	110815 - GRIFFIN STRUCTURES INC	\$ 9,655.60			
			Design/Arnold Cypress Park Rehab 7/22	GSI-CAVPR-02	\$ 9,655.60
60601	103008 - HARTZOG & CRABILL	\$ 3,010.00			
			Svc/Monitor Traffic Signals 8/22	22-0480	\$ 3,010.00
60602	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 3,682.82			
			Supplies/Maint 7/22	09/16/22	\$ 3,682.82
60603	120061 - HOSE MAN, THE	\$ 221.30			
			Truck Hose(50 Ft)/Hose Fittings(2) 8/10	1285474-0001-01	\$ 221.30

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60604	6 - HUNTER SECURITY, INC	\$ 3,425.50			
			Svc/Restroom & Tennis Court Lockup 7/22	12470	\$ 1,340.75
			Svc/Restroom & Tennis Court Lockup 8/22	12554	\$ 1,340.75
			Svc/Restroom Lockup/Lexington Park 7/22	12471	\$ 372.00
			Svc/Restroom Lockup/Lexington Park 8/22	12555	\$ 372.00
60605	103024 - JHM & CARSON SUPPLY	\$ 123.94			
			Irrigation Control Key(1)/Nozzle(1)/Valve(1) 9/1	80868/3(A)	\$ 63.02
			Rakes(2) 9/1	80868/3	\$ 60.92
60606	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 808.11			
			Specialty Paper(.5 Rm) 9/9	11065383	\$ 157.78
			Specialty Paper(22.5 Rms) 9/8	11063875	\$ 650.33
60607	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	\$ 278.04			
			PD Honor Guard Hat(1)/Shoes(1 Pr)/Gloves(7 Pr) 8/15	623394	\$ 278.04
60608	112054 - LAKEWOOD NURSERY	\$ 129.30			
			Palm Tree(1) 8/24	12562	\$ 129.30
60609	111271 - MAR-CO EQUIPMENT CO	\$ 1,960.89			
			Gutter Brooms(5 Sets) 8/23	187989	\$ 892.76
			Repair/Oxygen Sensor/Sweeper Unit #137	187784	\$ 618.78
			Sweeper Fuel Filters(3)/Air Filter(1)/Plug Wires(1 Set) 8/31	188203	\$ 449.35
60610	578 - MIG-MOORE IACOFANO GOLTSMAN/HOGLE-IRELAND, INC	\$ 41,866.25			
			Design/Arnold Cypress Park Rehab 6/22	76246	\$ 41,866.25
60611	80 - MORRIS, LETICIA	\$ 390.00			
			Instruct/Zumba 8/6-8/27	8/27/22	\$ 230.10
			Instruct/Zumba Gold 8/4-8/25	8/25/22	\$ 159.90
60612	1356 - MOTOPOST	\$ 740.07			
			PD Motor Jacket(1)/MMcBain 8/19	150821	\$ 740.07
60613	129801 - MUTUAL LIQUID GAS & EQUIP	\$ 30.00			
			Rent/Propane Tank 9/1/22-11/30/22	22524	\$ 30.00
60614	1445 - MVP SECURITY SYSTEMS, INC.	\$ 200.00			
			Svc/Update Automatic Doors/Holiday Schedule/City Hall & PD 9/2	2045	\$ 200.00
60615	116455 - O H CASEY INC	\$ 740.00			
			Svc/Porta Pottie(1)/Tennis Courts 9/2-9/29	0001677270	\$ 340.00
			Svc/Porta Potties(2)/PD 8/25 & 9/1	0001677270(A)	\$ 400.00
60616	672 - O'REILLY AUTO PARTS	\$ 568.27			
			Sweeper Blower Motor(1)/Iridium Plugs(8)/Misc 8/31	3078-350371	\$ 271.98
			Sweeper Motor Oil(30 Qts)/Wiper Blades(2)/Air Filter(1) 9/7	3078-352410	\$ 288.23
			Tail Light(1) 8/31	3078-350371(A)	\$ 8.06
60617	122610 - OC CHIEFS OF POLICE AND SHERIFF ASSOC	\$ 500.00			
			PD Dues/OC Chiefs of Police & Sheriffs Assoc/ML 7/1/22-6/30/23	PD Dues 2022-23	\$ 500.00
60618	828 - PACIFIC RIM AUTOMATION INC	\$ 973.05			
			Svc/Update & Repair/Pump Station Monitoring System 8/30	10195	\$ 973.05

**City of Cypress
Payment Register
09/10/22-09/23/22**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60619	129575 - PARKHOUSE TIRE INC	\$ 740.12	Sweeper Tire(1)/Trailer Tires(2) 8/2	1020259184	\$ 740.12
60620	308 - PENSKE CHEVROLET OF CERRITOS	\$ 570.00	Exhaust Sensors(4) 8/25	276169	\$ 570.00
60621	1598 - RBL INC PLUMBING	\$ 1,397.80	Repair/Flush Valve/Sr Center Restroom 8/3	437	\$ 547.80
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 8/5	440	\$ 600.00
			Svc/Hydro Jet Sewer Line/PD Women's Locker Room 8/5	440(A)	\$ 250.00
60622	101148 - RED WING SHOE STORE	\$ 234.89	Safety Shoes/T/Sawyer 9/2	20220908025347	\$ 234.89
60623	1780 - RICHARD FISHER ASSOCIATES	\$ 9,462.50	Inspect/Landscape Services 8/22	4515	\$ 9,462.50
60624	2134 - RODRIGUEZ, ERVY	\$ 1,500.00	Tuition/Sports Mgmt/Spring-Summer 2022	Tuit 9/16/22	\$ 1,500.00
60625	1469 - ROTARY CLUB OF CYPRESS	\$ 600.00	Dues/Rotary Club/PG 7/1/22-6/30/23	410	\$ 600.00
60626	106893 - SAFESHRED	\$ 80.00	W/C Svc/Shredding 8/2 & 8/30	335496	\$ 80.00
60627	35 - SCPLRC MEMBERSHIP	\$ 350.00	Dues/So CA Public Relations Council 2022-23	Dues 2022-23	\$ 350.00
60628	2031 - SDI PRESENCE LLC	\$ 2,316.21	W/C Svc/Monitor IT/CAD System 8/22	10441	\$ 2,316.21
60629	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	\$ 328.71	Fine Compost(7 CY)/Various Parks 8/24	122746499-001	\$ 328.71
60630	119051 - SMART & FINAL (REC & PARKS)	\$ 193.65	Food/Day Camp 8/1	20017101	\$ 116.50
			Food/Day Camp 8/3	20012001	\$ 19.98
			Food/Day Camp 8/8	20010801	\$ 21.48
			Food/Teen Program 8/4	20002903 8/4	\$ 3.99
			Food/Youth Sports 8/8	20019602	\$ 31.70
60631	108459 - SMART & FINAL-POLICE ACCT	\$ 53.76	PD Ice Scoop(1)/Breakroom 8/12	30000704	\$ 6.08
			PD Supplies/Breakroom 8/30	30011301	\$ 47.68
60632	119016 - SO CAL EDISON	\$ 114,026.48	700351486618 Svc/Willow Park 8/22	8/22(B)	\$ 463.93
			700370018870 - Svc/Traffic Signal 8/22	8/22(A)	\$ 63.97
			Svc/Citywide 7/14-8/13	7/14/22-8/13-22	\$ 113,498.58

City of Cypress
Payment Register
09/10/22-09/23/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60633	119017 - SO CAL GAS CO	\$ 773.77			
			00840909006 Svc/Comm Center 8/22	8/22(G)	\$ 195.25
			12600890003 Svc/Maint Yard 8/22	8/22(E)	\$ 83.23
			13230923008 Svc/Storm Drain 8/22	8/22(C)	\$ 31.53
			18690942000 Svc/Sr Center 8/22	8/22(F)	\$ 231.88
			19530910009 Svc/City Hall 8/22	8/22(D)	\$ 231.88
60634	543 - SORVILLO, BRYAN	\$ 928.00			
			Instruct/Private Tennis Lessons 6/6-12/9	12/9/22	\$ 928.00
60635	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 60.00			
			PD Svc/Shredding 8/29	206114	\$ 60.00
60636	125888 - SPARKLETTES	\$ 37.44			
			Print Shop Bottled Water 8/22	4105217 8/22	\$ 7.80
			W/C Bottled Water 8/22	4089647 8/22	\$ 29.64
60637	109248 - STAPLES CREDIT PLAN-POLICE	\$ 16.13			
			PD Certificate Holders(20) 7/27	53793	\$ 12.91
			PD Color Paper(1 Rm) 7/27	53792	\$ 3.22
			PD Credit/Planner(1) 8/18	59825	\$ (24.77)
			PD Planner(1) 8/9	57078	\$ 24.77
60638	119024 - STATE COMP INSURANCE FUND	\$ 2,072.66			
			W/C Workers Comp Insurance 9/22	1000857032	\$ 2,072.66
60639	122963 - STERICYCLE INC	\$ 43.33			
			PD Med Waste Removal 9/22	3006143775	\$ 43.33
60640	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	\$ 13,706.00			
			Svc/Graffiti Removal/Streets & Parks 7/22	17556	\$ 6,468.00
			Svc/Graffiti Removal/Streets & Parks 8/22	17573	\$ 7,238.00
60641	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 190.00			
			W/C Svc/Employee Counseling 8/22	83538	\$ 190.00
60642	2067 - THE ORIGINAL GOODIE'S UNIFORM	\$ 26.35			
			PD Nameplates(2)/Aide SGonzalez	57	\$ 26.35
60643	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	\$ 725.00			
			Svc/Hydro Jet Sewer Line/Oak Knoll Park 7/23	53150	\$ 725.00
60644	2122 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	\$ 67.74			
			PD Svc/Database 8/22	4329131202208-1	\$ 67.74
60645	591 - TRC-VALI COOPER AND ASSOCIATES, INC	\$ 664.00			
			Inspect/Street Rehab 7/22	37841	\$ 664.00
60646	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 410.00			
			PD Svc/Polygraphs(2) 8/22	CYPD2022/08	\$ 410.00
60647	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 146.50			
			Svc/DigAlert Tickets 8/22	820220216	\$ 146.50
60648	1139 - UNIFIRST CORP	\$ 653.25			
			Uniforms/Mats/Mops/Towels 8/22	8/22	\$ 653.25

City of Cypress
Payment Register
09/10/22-09/23/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
60649	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 391.79			
			Uniform Caps(2)/Aides Jin Park & Jun Park	6664	\$ 63.40
			Uniform/Trainee SRamsey	6663	\$ 328.39
60650	100308 - UNITED MAINTENANCE SYSTEMS	\$ 18,553.00			
			Svc/Janitorial/Citywide 7/22	15270	\$ 5,286.50
			Svc/Janitorial/Citywide 8/22	15296	\$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 7/22	15273	\$ 7,980.00
60651	1993 - WATANABE , BRYCE I	\$ 1,112.80			
			Instruct/Karate 8/8-8/31	8/31/22	\$ 1,112.80
60652	128320 - WEST-LITE SUPPLY CO INC	\$ 711.70			
			Outdoor Flood Light(1)/Sr Center 8/12	77802C	\$ 711.70
60653	1962 - WEX HEALTH INC-WEX	\$ 90.00			
			Admin Fee/FSA 8/22	0001590917IN	\$ 90.00
60654	101980 - WORTHINGTON FORD	\$ 3,692.14			
			Fuel Filter(1)/Tire Sensors(3)/Shaft(1)/Misc 8/1	5151655	\$ 836.68
			Replace/Water Pump/Unit #640	127579/1	\$ 2,542.60
			Wheel Assemblies(2)/Tire Sensor(1)/Windshield Hose(1) 8/11	5152512	\$ 312.86
60655	0 - KIRBY, PAUL	\$ 150.00			
			Refund/Facility Deposit/Contract #6364	Rfd 9/16/22	\$ 150.00
60656	0 - LEGASPI, GINELLE	\$ 300.00			
			Refund/Facility Deposit/Contract #6304	Rfd 9/16/22	\$ 300.00
60657	0 - PRATHEEPAN, KANDIAH	\$ 500.00			
			Refund/Facility Deposit/Contract #6144	Rfd 9/16/22	\$ 500.00
60658	0 - ROHIT, BHARATI	\$ 300.00			
			Refund/Facility Deposit/Contract #6107	Rfd 9/16/22	\$ 300.00
60659	0 - TO, MICHAEL	\$ 300.00			
			Refund/Facility Deposit/Contract #6044	Rfd 9/16/22	\$ 300.00
60371	119018 - GOLDEN STATE WATER COMPANY	\$ (50,610.80)			
			Svc/Athletic Fields 7/22	7/22(A)	\$ (3,243.52)
			Svc/Civic Center 7/22	7/22(B)	\$ (2,958.37)
			Svc/Community Center 7/22	7/22(E)	\$ (29.47)
			Svc/Lexington Park 7/22	7/22(F)	\$ (2,600.45)
			Svc/Maint Yard Landscaping 6/22	6/22(O)	\$ (60.86)
			Svc/Parks Landscaping 7/22	7/22	\$ (30,369.75)
			Svc/Parkway Maint 7/22	7/22(H)	\$ (9,207.98)
			Svc/Sr Center 7/22	7/22(D)	\$ (548.68)
			Svc/Stanton Channel Berm 7/22	7/22(G)	\$ (940.30)
			Svc/Storm Drain 7/22	7/22(C)	\$ (651.42)

City of Cypress
Payment Register
09/10/22-09/23/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
Total EFTs		\$ 136,660.91			\$ 136,660.91
Total Warrants		346,744.72			346,744.72
Transfer to Payroll (W1484)		724,595.56	Payroll 09/02/22-09/16/22		724,595.56
Grand Totals		\$ 1,208,001.19			\$ 1,208,001.19



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

13.

FROM: Alicia Velasco, Planning Director
DATE: 10/10/2022
SUBJECT: **Neighborhood Preservation Pilot Program Update**

RECOMMENDATION

Receive the Neighborhood Preservation Pilot Program update.

DISCUSSION

Code Enforcement protects property owner investment, promotes general health and welfare, and enhances Cypress' neighborhoods. To that end, the City Council approved a \$200,000 proactive Neighborhood Preservation Pilot (NPP) Program and contracted with Willdan Engineering to help administer the program. The City Council approved program guidelines, focus areas, and the target neighborhood (generally bounded by Ball Rd., Cerritos Ave., Moody St. and Valley View St.). The pilot program's goal was to empower, engage and educate residents to voluntarily address Municipal Code issues.

The target neighborhood includes 1,229 residential properties. Overall, residents reacted positively to the Program and the city and the neighborhood enjoyed productive and educational interactions. Residents resolved the majority of issues upon receipt of a courtesy notice and ongoing violations are being addressed case-by-case.

Program Metric	Total
Letters/Informational Brochures Mailed	1,229
Properties Inspected (from Public Sidewalk)	1,229
Direct Interactions with Residents (In-person or by Phone)	~200
Courtesy Notices	~125
Property Maintenance Violations Notices (i.e. overgrown vegetation, inoperable vehicles, debris in front yard)	Total
Issued	49
Resolved	14
Ongoing	35

Next Steps

The NPP Program ad hoc subcommittee identified a second target neighborhood (north of Lincoln Ave., east of Moody St., and south of the storm channel) and \$140,000 remains in the project budget. However, the City's Code Enforcement Officer position is vacant, and the contract personnel assigned to the NPP Program is back filling those duties. Once the City's Code Enforcement Officer position is filled and the Code Enforcement division is operating satisfactorily, the Planning department will return to the City Council for direction.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

14.

FROM: Peter Grant, City Manager

DATE: 10/10/2022

SUBJECT: Adopt the Strategic Plan and Six Month Objectives

RECOMMENDATION

Adopt the Strategic Plan and six month objectives.

DISCUSSION

The City Council establishes major City goals and objectives through its strategic planning process and the Strategic Plan is the primary tool by which the City Council improves services and preserves Cypress' high quality of life. It guides budget development and is the foundation by which the City manages program objectives, implementation and accountability.

The City Council met on September 21 to review the Strategic Plan, develop new six month objectives, and discuss the City's strengths and accomplishments during the past six months. The Strategic Plan and six-month objectives are attached.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Six-Month Objectives
Strategic Plan

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

September 21, 2022 – March 15, 2023

THREE-YEAR GOAL: MAINTAIN INFRASTRUCTURE AND FACILITIES						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the March 13, 2023 City Council meeting	Public Works Director, working with the RCS Director	Report the results of public engagement for the reimagining of Arnold Cypress Park.				
2. At the Feb. 13, 2023 City Council workshop	Public Works Director, working with SCE	Present options for converting to LED streetlights.				
3. At the Feb. 27, 2023 City Council meeting	Public Works Director, working with Golden State Water	Present recommendations to encourage/support residential water conservation.				
4. At the Feb. 27, 2023 City Council meeting	Public Works Director	Recommend a consultant to develop a plan to provide Arnold Cypress Park with reclaimed water.				
5. At the Feb. 27, 2023 City Council meeting	Public Works Director	Recommend a consultant to evaluate right-of-way irrigation systems and software to reduce water consumption.				

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

September 21, 2022 – March 15, 2023

MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the Oct. 24, 2022 City Council meeting	Finance Director	Recommend an update to the Fiscal Strategies establishing annual discretionary payments to CalPERS to further mitigate the City's unfunded pension liability.				
2. At the Jan. 23, 2023 City Council workshop	Planning Director	Provide a Housing Element implementation update.				
3. By March 1, 2023	Planning Director	Present the City Manager with the Business Park Market Trends and Opportunities.				
4. By March 15, 2023	Planning Director	Release the Housing Element Implementation Draft Environmental Impact Report for public review and comment.				
5. At the March 13, 2023 City Council meeting	Planning Dir, working with the Economic Development Subcommittee	Recommend an implementation plan for economic development-related projects in the Pandemic Recovery Plan.				

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

September 21, 2022 – March 15, 2023

THREE-YEAR GOAL: ENHANCE AND MAINTAIN PUBLIC SAFETY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By Jan. 15, 2023	Police Chief, working with a consultant	Present the City Manager with the Police Department's Property and Evidence operations audit.				
2. At the Feb. 13, 2023 City Council meeting	Police Chief	Present an update on the HOPE Center and the Orange County Public Safety Collaborative.				
3. By March 15, 2023	Police Chief	Conduct an orientation and training for city staff in the new Emergency Operations Center.				
4. By March 15, 2023	Police Chief, working with the Police Management Association and Police Officers' Association	Issue an RFQ for a consultant to review and enhance the Police Department's personnel performance evaluation system.				

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

September 21, 2022 – March 15, 2023

THREE-YEAR GOAL: ENHANCE RECREATION FACILITIES AND PROGRAMS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the Oct. 24, 2022 City Council meeting	Public Works Director, working with the RCS Director	Recommend plans and specifications for Senior Center improvements.				
2. At the Jan. 9, 2023 City Council workshop	RCS Director	Provide a review of Celebrate Cypress events, including the Women's Conference Partnership and viability of the Cypress Run.				
3. At the March 13, 2023 City Council meeting	Public Works Director, working with the RCS Director	Recommend a design contract for security upgrades at Oak Knoll Park.				
4. By March 15, 2023	RCS Director, working with the RCS Commission	Present the City Manager options for relocating Cypress Girls Softball and pickle ball during Arnold Cypress Park construction.				

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

September 21, 2022 – March 15, 2023

THREE-YEAR GOAL: MAINTAIN HIGH QUALITY AN HIGH VALUE SERVICES FOR THE COMMUNITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the Oct. 10, 2022 City Council meeting	Planning Director	Provide an update on the Neighborhood Preservation Program.				
2. By Jan. 1, 2023	City Manager, working with the Mayor, Mayor Pro Tem and City Clerk	Select a consultant and organize a team-building event for the City Council and department directors.				
3. By Jan. 15, 2023	City Clerk, working with the Finance Director	Release an agenda management and video streaming services RFQ.				
4. At the March 13, 2023 City Council meeting	Finance Director	Recommend a contract for a Voice Over Internet Protocol (VOIP) telephone system.				
5. Ongoing	City Manager and City Attorney, working with the City Council	Assess and respond to the California Voting Rights Act lawsuit and potentially consider changes to the City's system for electing Council Members.				

C I T Y O F C Y P R E S S

STRATEGIC PLANNING WORKSHOP

September 21, 2022 • 5700 Orange Ave. Community Center

Marilyn Snider, Facilitator – Snider and Associates (510) 459-5540
Gail Tsuboi, Recorder – Tsuboi Design (925) 376-9151

MISSION STATEMENT

The City of Cypress, in partnership with the community, sustains and enhances our safe, attractive and quality environment in which to live, work and play.

VISION STATEMENT

Cypress, an engaged and diverse community, will honor the past and embrace sustainable growth for families and businesses to prosper.

CORE VALUES/GUIDING PRINCIPLES

(not in priority order)

The City of Cypress values...

- ♦ *Integrity*
- ♦ *Accountability*
- ♦ *Transparency*
- ♦ *Fiscal prudence*
- ♦ *Teamwork*
- ♦ *Responsiveness to the community*

THREE-YEAR GOALS

2020-2023 • not in priority order

- ▶☐ **Maintain infrastructure and facilities**
- ▶☐ **Maintain financial stability and promote economic activity**
- ▶☐ **Enhance and maintain public safety**
- ▶☐ **Enhance recreation facilities and programs**
- ▶☐ **Maintain high quality and high value services for the community**

STRENGTHS AND ACCOMPLISHMENTS OF THE CITY OF CYPRESS SINCE THE MARCH 8, 2022 STRATEGIC PLANNING WORKSHOP

Brainstormed Perceptions from Participants:

- Approved 2022-23 Budget
- Housing Element certification
- Received an award for financial reporting for third year in a row
- Strong, positive feedback in resident survey
- Certification of Housing Element
- Community Survey results
- Organic recycling implementation
- Opening of Lexington Park
- Adopted a balanced Budget
- Received Government Finance Officers Association Distinguished Budget Presentation Award for FY 2021-22 with special recognition of City's performance measures
- Received Government Finance Officers Association Certificate of Achievement for Excellent for financial reporting for FY 2020-21
- Implemented new cybersecurity and disaster recovery preparedness measures
- Inaugural Employee Recognition Breakfast at Lexington Park
- Completed nine full-time employee recruitments
- Managing litigation so as to avoid liabilities
- The City has managed to stay fiscally conservative and enjoy surpluses across its various funds during the pandemic
- Successfully implemented SB 1383 (organic recycling) ordinance and mandates ahead of State requirements
- Maintaining focus on Strategic Plan goals, despite dissention amongst the City Council
- Proceeding successfully through the Housing Element update
- Opening of Lexington Park
- Salute to America
- Financial stability
- City facilities completely reopened to community
- Approved preliminary design for Arnold Cypress Park
- Completed Katella median restoration and drought conversion
- Implemented organic recycling program
- Hired a new Assistant City Engineer
- Opened Lexington Park
- Successful summer programs and special events
- First Citizens Academy
- Police Station grand opening
- Skilled, professional staff that are respected by the City Council and each other
- Fiscally stable
- Residents are very happy as demonstrated by the Community Survey
- Council-Manager form of government helping the City Council continue to get things done despite conflict
- Good communication from department directors who make difficult, complex issues understandable
- Availability of and responsiveness of staff
- Demonstrated adaptability to serve community in the midst of change
- Community events
- Certification of Housing Element
- Opening of Lexington Park
- Adopted and certified Housing Element
- Positive Community Survey results

- Arnold Cypress Park preliminary design approved
- Trained in new Emergency Operations Center
- Incorporated Pandemic Recovery Plan into Budget and CIP
- Identified a Business Development Manager candidate
- Launched the Business Park Specific Plan Modernization project and created an advisory committee
- Approved an ordinance to combat catalytic converter theft
- Held two catalytic converter etching events
- Update the PD strategic plan
- Included security upgrades at Oak Knoll Park in the CIP
- Completed the Neighborhood Preservation Pilot Program field work
- Outstanding service from Public Works
- Successfully mitigated a blighted property