



AGENDA

REGULAR MEETING CYPRESS CITY COUNCIL

**August 28, 2023
6:30 P.M. - General Session**

www.cypressca.org

**5275 Orange Avenue
Cypress, California**

Interested in speaking to the City Council? Information about participating in the City Council meeting appears at the end of the agenda.

CALL TO ORDER

6:30 P.M.
Council Chambers

ROLL CALL

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

Mayor Anne Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie Peat

PRESENTATIONS

Hunger Action Month Proclamation Presentation

ORAL COMMUNICATIONS ON AGENDA ITEMS (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on agenda items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

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 August 28, 2023 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 June 26, 2023 and July 10, 2023

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

4. Proclaim the Month of September 2023 as Hunger Action Month

Prepared by: Alisha Farnell, City Clerk

Recommendation: Proclaim the month of September 2023 as Hunger Action Month.

5. Adopt a Resolution Establishing Benefits for Management Employees

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

Recommendation: Adopt a Resolution establishing the Schedule of Benefits for Management employees.

6. Approve a Task Order for an Environmental Initial Study/Mitigated Declaration for a Warehouse Development at 5665 Plaza Drive

Prepared by: Alicia Velasco, Planning Director

Recommendation: Approve a \$65,100 task order with LSA for the preparation of an Environmental Initial Study/Mitigated Negative Declaration at 5665 Plaza Drive.

7. Receive an Update on the Strategic Plan Six-Month Objectives

Prepared by: Peter Grant, City Manager

Recommendation: Receive an update on the Strategic Plan six-month objectives.

8. Receive and File the Investment Reports for the Months Ended June 30, 2023 and July 31, 2023.

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

Recommendation: Receive and file the attached investment reports.

9. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of June 10, 2023 through August 11, 2023

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

Recommendation: Receive and file the attached payment register summarized below for the period of June 10, 2023 through August 11, 2023:

- Electronic Funds Transfers 13224 through 13574
- Warrants 62704 through 63231
- Payroll Transfers W1504 through W1508

NEW BUSINESS

10. Approve the Acquisition of Real Property at 6612 Cerritos Avenue

Prepared by: Alicia Velasco, Planning Director

Recommendation:

1. Approve the purchase of real property at 6612 Cerritos Avenue in the amount of \$2,700,000 and authorize a contingency for closing costs not to exceed \$15,000; and
2. Authorize the City Manager to sign and finalize all documents associated with the purchase; and
3. Authorize a \$2,715,000 appropriation increase in the Recreation and Park District's General Fund for the purchase.

11. Adopt a Resolution Approving a Four-Year Memorandum of Understanding with the Police Management Association

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

Recommendation:

1. Adopt a Resolution Approving a Memorandum of Understanding with the Cypress Police Management Association for the period July 1, 2023 through June 30, 2027; and
2. Approve a \$65,000 appropriation in the General Fund for FY 2023-24 salary and benefit costs.

12. Receive an Update on the Police Department Strategic Plan

Prepared by: Mark Lauderback, Chief of Police

Recommendation: Receive an update on the Police Department Strategic Plan.

13. Designate Voting Delegate for the 2023 League of California Cities Annual Conference

Prepared by: Alisha Farnell, City Clerk

Recommendation: Designate a voting delegate and up to two alternates for the 2023 League of California Cities Annual Conference.

ITEMS REMOVED FROM CONSENT CALENDAR

ORAL COMMUNICATIONS (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on any item within the subject matter jurisdiction of the City Council. Although Council Members may provide brief responses, the City Council may not discuss nor take action on items that are not on the agenda. Please complete a Speaker's Card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, September 11, 2023, 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 and City website not less than 72 hours prior to the meeting. Dated this 23rd day of August, 2023.

Alisha Farnell, City Clerk

PUBLIC PARTICIPATION

Members of the public can participate in the City Council meeting in the following ways:

1. Attend In-Person. First-come, first-served seating is available. All attendees must be free of any symptoms associated with contagious illnesses.
2. Attend Virtually via Webinar. Follow this link: <https://attendee.gotowebinar.com/register/7272118661807717464>. Advanced registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.



= Hand Raise



= Unmute

3. 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 the day of the meeting will be added to the City Council agenda as a Consent Calendar item.
4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at www.cypressca.org/watchlive.
5. Listen to the Meeting. Listen-only teleconferencing is available by calling (213) 929-4212 and entering Access Code 507-654-519. No registration or audio pin is necessary.

INVOCATION POLICY

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.

AMERICANS WITH DISABILITIES ACT

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: 08/28/2023

SUBJECT: Receive and File Public Comments Submitted for the August 28, 2023 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: 08/28/2023

SUBJECT: Approve Minutes - Meetings of June 26, 2023 and July 10, 2023

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

June 26, 2023 Regular City Council Meeting Minutes

July 10, 2023 Special City Council Meeting Minutes

July 10, 2023 Special Joint Meeting Minutes

July 10, 2023 Regular City Council Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
JUNE 26, 2023
4:00 P.M.

A regular meeting of the Cypress City Council was called to order at 4:00 p.m. by Mayor Hertz-Mallari in the Council Chambers, 5275 Orange Avenue, Cypress, California.

ROLL CALL

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

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie 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
Planning Director Alicia Velasco
City Clerk Alisha Farnell
Associate Planner Kori Sanders
Assistant Planner Judy Aquino

ORAL COMMUNICATIONS ON CLOSED SESSION/ WORKSHOP ITEMS

None.

WORKSHOP

Educational Workshop on Inclusionary Housing

A report was provided on this item.

City Council discussion ensued.

No action was taken.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiators: City Manager and Director of Finance and Administrative Services
Employee Group: Cypress Employees' Association, Cypress Maintenance Employees' Association, Cypress Police Management Association

PUBLIC EMPLOYEE EVALUATION

Pursuant to Government Code Section 54957

Title: City Manager

Mayor Hertz-Mallari recessed the meeting at 4:41 p.m.

RECONVENE

Mayor Hertz-Mallari reconvened the City Council meeting at 6:07 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 Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie 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

INVOCATION Tom Sibley, The Church of Jesus Christ of Latter-Day Saints, led the Invocation.

PLEDGE OF ALLEGIANCE Tom Sibley, The Church of Jesus Christ of Latter-Day Saints, led the Pledge of Allegiance.

REPORT OF WORKSHOP AGENDA / CLOSED SESSION

The City Attorney stated the City Council held a Workshop Session regarding Inclusionary Housing.

He further stated the City Council met in Closed Session and held a discussion on the two items listed on the Closed Session Agenda.

Regarding the first Closed Session item listed on the agenda, namely Conference with Labor Negotiator concerning the employee group Cypress Employees' Association, Cypress Maintenance Employees' Association and Cypress Police Management Association. He reported the City Council received a briefing on the status of negotiations, provided direction, and no further reportable action was taken.

Regarding the second Closed Session item listed on the agenda, Public Employee Evaluation of Performance title City Manager, he reported that the City Council will recess back into Closed Session following the open session to continue the discussion.

PRESENTATIONS

The City Council presented Certificates of Appreciation to the outgoing Commissioners and the City Clerk administered the Loyalty Oath and presented Certificates of Appointments to newly appointed Commissioners.

OCFA Assistant Chief of Field Operations provided an update on Orange County Fire Authority.

The Chief of Police introduced Police Service Officer Marian Elgowhary.

The City Council received a tour of the new Showmobile.

ORAL COMMUNICATIONS ON AGENDA ITEMS

None.

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 Minikus stated that Agenda Item No. 17, the Warrant Register, includes electronic fund transfer No. 13203 for \$294.34 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. 13203 for the reason disclosed

A motion was made by Mayor Pro Tem Minikus, and seconded by Council Member Burke, to approve Consent Calendar items No. 1 through 17.

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

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

Item No. 1: Receive and File Public Comments Submitted for the June 26, 2023 City Council Meeting

Recommendation: Receive and file submitted public comments.

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

Item No. 3: Approve Minutes – Meeting of June 5, 2023

Recommendation: Approve as submitted.

Item No. 4: Second Reading of an Ordinance amending the McDonnell Center Specific Plan for 10900 Walker Street and finding the Ordinance exempt from CEQA

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending the McDonnell Center Specific Plan to permit Planning Areas to exceed their square footage cap under certain conditions, and find the Ordinance exempt from CEQA.

ORDINANCE NO. 1204

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, ADOPTING AN AMENDMENT TO SECTION V
(DEVELOPMENT REGULATIONS) OF THE MCDONNELL CENTER
SPECIFIC PLAN TO PERMIT AN INCREASE IN THE PLANNING
AREA'S MAXIMUM PERMITTED SQUARE FOOTAGE FOR ADDITIONS
THAT MEET SPECIFIED REQUIREMENTS

Item No 5: Establish Class Specifications and Salary Ranges for the Positions of Accounting Supervisor and Human Resources Analyst

Recommendation: Adopt a Resolution establishing the classifications of Accounting Supervisor and Human Resources Analyst and amending Resolution No. 6907 to establish salary ranges for Confidential employees.

RESOLUTION NO. 6940

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. 6907 TO ESTABLISH THE CLASSIFICATIONS OF
ACCOUNTING SUPERVISOR AND HUMAN RESOURCES ANALYST
TO THE CONFIDENTIAL PAY AND BENEFITS PLAN

Item No. 6: Receive and File Updated FY 2023-24 Pay Schedules for the Cypress Employees' Association and the Maintenance Employees' Association

Recommendation: Receive and file updated pay schedules effective July 7, 2023 for the Cypress Employees' Association (CEA) and the Cypress Maintenance Employees' Association (MEA)

Item No. 7: Approve the Measure M2 Program Eligibility Submittal Package for Fiscal Year 2023-24

Recommendation:

1. Adopt a Resolution concerning the update and status of the Circulation Element, Mitigation Fee Program, Pavement Management Plan and Local Signal Synchronization Plan for the Measure M2 (M2) Program; and
2. Approve the M2 Seven-Year Capital Improvement Program.

RESOLUTION NO. 6941

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS
CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION
ELEMENT, MITIGATION FEE PROGRAM, PAVEMENT MANAGEMENT
PLAN, AND LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE
MEASURE M (M2) PROGRAM

Item No. 8: Accept Sewer Relining, Project 317

Recommendation:

1. Accept the Sewer Relining, Project 317, in the final amount of \$116,934, and approve the final payment of \$31,234 to Nu Line Technologies, LLC; and
2. Authorize the City Engineer to file a Notice of Completion with County Recorder.

Item No. 9: Accept the Police Department Seismic Retrofit, Emergency Operations Center, and Modernization, Project 126

Recommendation:

1. Accept the Police Department Seismic Retrofit, Emergency Operations Center, and Modernization, Project 126, in the amount of \$4,702,877.62 and approve the final payment of \$235,143.92 to Interlog Construction; and
2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

Item No. 10: Approve Contracts for Landscape Maintenance Services

Recommendation:

1. Approve a two-year contract to BrightView Landscape Services, Inc. for Park and Facilities Landscape Maintenance Services in the amount of \$514,484 annually, with an option for up to three, one-year extensions; and
2. Award a two-year contract to Greenfield Landscape and Maintenance, Inc. for Right-of-Way Landscape Maintenance Services in the amount of \$326,046 annually, with an option for up to three, one-year extensions; and
3. Approve a \$25,930 appropriation increase in the City's General Fund for FY 2023-24 Contract Landscape Services.

Item No. 11: Approve Contract for Landscape Services for the Stanton Channel Berm

Recommendation: Award a one-year contract for BrightView Landscape Services, Inc. for landscape services for the Stanton Channel Berm for \$64,562 annually, with an option for up to three, one-year extensions.

Item No. 12: Approve a Contract Services Agreement for Traffic Signal Maintenance Services

Recommendation: Approve a three-year contract services agreement for traffic signal maintenance services with Yunex LLC.

Item No. 13: Award a Contract for Tree Maintenance Services

Recommendation: Award a three-year contract to Great Scott Tree Services, Inc. for \$275,000 annually, and authorize a contingency of \$20,000 for citywide tree maintenance services

Item No. 14: Approve a Task Order for Public Works Construction Management and Inspection Services

Recommendation: Approve a Task Order to Ardurra, Inc. for an amount not to exceed \$100,000 to perform public works construction management and inspection services for the period of July 1, 2023 through June 30, 2024.

Item No. 15: Approve a Task Order for City Traffic Engineer Services

Recommendation: Approve a Task Order for an amount not to exceed \$163,000 to Linscott, Law & Greenspan Engineers (LLC) to provide FY 2023-24 City Traffic Engineer Services.

Item No. 16: Receive and File the Investment Report for the Month Ended May 31, 2023

Recommendation: Receive and file the attached investment report.

Item No. 17: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of May 6, 2023 through June 9, 2023

Recommendation: Receive and file the attached payment register summarized below for the period of May 6, 2023 through June 9, 2023

- Election Funds Transfers 13094 through 13223
- Warrants 62365 through 62703
- Payroll Transfers W1502 through W1503

PUBLIC HEARINGS

Item No. 18: Renew the Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2023-24

Mayor Hertz-Mallari asked Council Members to disclose any Communication with anyone relevant to the item.

No communications were disclosed.

Mayor Hertz-Mallari opened the public hearing.

The City Engineer provided a report on this item.

Mayor Hertz-Mallari invited the members of the public to speak on this item.

There was no public comment.

Mayor Hertz-Mallari closed the public hearing.

A motion was made by Council Member Peat, and seconded by Council Member Marquez, to renew the Cypress Corporate Center Landscape Maintenance district No. 1 for FY 2023-24.

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

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

RESOLUTION NO. 6942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, ORDERING THE RENEWAL OF THE CYPRESS
CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1
FOR FISCAL YEAR 2023-24, PURSUANT TO THE LANDSCAPING AND
LIGHTING ACT OF 1972, AND CONFIRMING THE DIAGRAM AND
ASSESSMENT THEREOF

NEW BUSINESS

None.

ORAL COMMUNICATIONS ON ITEMS NOT ON THE AGENDA

Tanya Bogdanovich, Cypress, spoke regarding rental of public space for Pride event.

Bob Youngsma, Cypress, spoke regarding residential alarm permit fee and virtual comment procedures.

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

Council Member Marquez:

Attended the Police Department Open House. Attended Santa Ana River Floor Protection Agency board meeting. Congratulated SunBurst Youth Challenge Academy graduates. Volunteered at the Landell Elementary School carnival. Attended Flag Day ceremony at the American Legion. Attended the Pride picnic in Cypress. Attended an affordable housing event in Anaheim. Congratulated class of 2023 graduates.

Council Member Peat:

Attended OC Mosquito and Vector Control District board meeting. Attended Landell Elementary promotion ceremony. Met with the Police Management Association regarding crime statistics. Attended the Concert on the Green. Spoke regarding the Pride picnic event.

Council Member Burke:

Will attend Bridges at Kraemer Place Community Advisory Board meeting and provide an update at the next Council meeting. Attended the Pride picnic event.

Mayor Pro Tem Minikus:

Attended the Community Resource Fair held at the Senior Center. Attended the Concert on the Green. Met with Pastor Mike McKay regarding upcoming events. Attended expansion celebration at Dominic's Restaurant. Spoke regarding the Pride picnic event. Invited everyone to attend the SoCal Harvest Crusade.

Mayor Hertz-Mallari

Attended graduation ceremony for Orange County Fire Authority academy. Attended the Concert on the Green. Participated in a Meet and Greet in front of Trader Joes. Spoke regarding community outreach goals.

CITY MANAGER REMARKS

The City Manager announced the Salute to America event will be held at Cypress College on Friday, June 30 and Concerts on the Green will resume on July 7.

ADJOURNMENT

Mayor Hertz-Mallari recessed the meeting into Closed Session at 7:37 p.m. to resume discussion of the Closed Session items as previously reported by the City Attorney.

Mayor Hertz-Mallari reconvened the meeting at 8:37 p.m. No reportable action was taken in Closed Session.

Mayor Hertz-Mallari adjourned the meeting at 8:37 p.m. to an adjourned Regular Meeting, to be held on Monday, July 10, 2023, beginning at 5:30 p.m. in the Executive Board Room.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

SPECIAL MEETING
CYPRESS CITY COUNCIL
JULY 10, 2023
4:30 P.M.

A special meeting of the Cypress City Council was called to order at 4:30 p.m. by Mayor Hertz-Mallari in the Executive Board Room, 5275 Orange Avenue, Cypress, California

ROLL CALL

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

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
City Clerk Alisha Farnell
Human Resources Manager Regina Nguyen

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

None.

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code Section 54956.8

Property: 6612 Cerritos Avenue, Cypress (APN 134-442-20)

Agency Negotiator: Peter Grant, City Manager

Negotiating Parties: Thomas and Irene Baroldi Family Trust/Irene Baroldi Survivors Trust

Under Negotiation: Price and terms of potential acquisition

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Youngsma, et al. v. Cypress School District, et al.

Case No. 30-2021-01220176-CU-EI-CXC

Orange County Superior Court

CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiators: City Manager and Director of Finance and Administrative Services

Employee Group: Cypress Police Management Association

Mayor Hertz-Mallari recessed the meeting at 4:31 p.m.

Mayor Hertz-Mallari reconvened the meeting at 5:50 p.m.

REPORT OF CLOSED SESSION

The City Attorney stated that the City Council met in Closed Session regarding the three items listed on the agenda. He further reported that the City Council received briefings and provided direction on all three items and no further reportable action was taken.

ADJOURNMENT

Mayor Hertz-Mallari adjourned the meeting at 5:51 p.m. to an adjourned Regular Meeting, to be held on Monday, July 10, 2023, beginning at 6:30 p.m. in the Executive Board Room.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

SPECIAL JOINT MEETING
CYPRESS CITY COUNCIL AND
RECREATION AND COMMUNITY SERVICES COMMISSION
JULY 10, 2023
6:00 P.M.

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

ROLL CALL

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

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie Peat

RECREATION AND COMMUNITY SERVICES COMMISSION

Commissioner Jeff Dronkers
Commissioner Colin Edwards
Commissioner Carol Erbe
Commissioner Christen Jackson - absent
Commissioner Anne Logovii – absent
Commissioner Leo Medrano
Commissioner Jan Ridgeway

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
City Clerk Alisha Farnell
City Engineer Nick Mangkalakiri
Senior Management Analyst Kirsten Graham
Recreation Manager Ian Kokot
Recreation Supervisor Ryan Morais
Recreation Supervisor Courtney Powers
Management Analyst Karla Gonzalez
Office Assistant Christina Dizol

INVOCATION Darrell Jones, SeaCoast Grace Church, led the invocation.

PLEDGE OF ALLEGIANCE Former Mayor Rob Johnson, led the Pledge of Allegiance.

PRESENTATIONS

The City Council presented a “Parks Make Life Better Month” Proclamation to Recreation and Community Services staff members.

The Director of Recreation and Community Services introduced Recreation Supervisor Ryan Morais.

The Director of Public Works introduced Management Analyst Karla Gonzalez.

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

Rob Johnson, Cypress, spoke regarding Agenda Item No. 2.

Helen Le, Cypress, spoke regarding Agenda Item No. 2 via virtual participation.

CONSENT CALENDAR

Item No. 1: Proclaim the Month of July 2023 as Parks Make Life Better Month

Recommendation: Proclaim the month of July 2023 as Parks Make Life Better Month.

A motion was made by Council Member Burke, and seconded by Council Member Marquez, to approve Consent Calendar Agenda Item No. 1.

The motion was carried by the following roll call vote:

AYES:	10	COUNCIL MEMBERS:	Burke, Marquez, Peat, Minikus and Hertz-Mallari
		COMMISSIONERS:	Dronkers, Edwards, Erbe, Medrano and Ridgeway
NOES:	0	COUNCIL MEMBERS:	None
		COMMISSIONERS:	None
ABSENT:	2	COUNCIL MEMBERS:	None
		COMMISSIONERS:	Jackson and Logovii

NEW BUSINESS

Item No. 2: Approve Plans and Specifications for Arnold Cypress Park Rehabilitation, Project 308

Director of Public Works, Director of Recreation and Community Services and the City Engineer provided a report on this item.

The City Council and Commission asked questions of staff.

A motion was made by Council Member Peat, and seconded by Mayor Pro Tem Minikus, to approve plans and specifications for Arnold Cypress Park Rehabilitation, Project 308.

The motion was carried by the following roll call vote:

AYES:	8	COUNCIL MEMBERS:	Peat, Minikus and Hertz-Mallari
		COMMISSIONERS:	Dronkers, Edwards, Erbe, Medrano and Ridgeway
NOES:	1	COUNCIL MEMBERS:	Marquez
		COMMISSIONERS:	None
ABSTAIN:	1	COUNCIL MEMBERS:	Burke
		COMMISSIONERS:	None
ABSENT:	2	COUNCIL MEMBERS:	None
		COMMISSIONERS:	Jackson and Logovii

Item No. 3: Provide Direction to Recreation and Services Commission Regarding Names for Arnold Cypress Park Softball Fields

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

A motion was made by Council Member Peat, and seconded by Council Member Burke, to direct the Recreation and Community Services Commission to recommend names for Arnold Cypress Park softball fields for City Council consideration.

The motion was carried by the following roll call vote:

AYES:	10	COUNCIL MEMBERS:	Burke, Marquez, Peat, Minikus and Hertz-Mallari
		COMMISSIONERS:	Dronkers, Edwards, Erbe, Medrano and Ridgeway
NOES:	0	COUNCIL MEMBERS:	None
		COMMISSIONERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
		COMMISSIONERS:	None
ABSENT:	2	COUNCIL MEMBERS:	None
		COMMISSIONERS:	Jackson and Logovii

Item No. 4: Receive the Annual Update from the Recreation and Community Services Commission

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

City Council and Commission discussion ensued.

A motion was made by Council Member Burke, and seconded by Mayor Pro Tem Minikus, to receive the annual update from the Recreation and Community Services Commission.

The motion was carried by the following roll call vote:

AYES: 10 COUNCIL MEMBERS: Burke, Marquez, Peat, Minikus and Hertz-Mallari
COMMISSIONERS: Dronkers, Edwards, Erbe, Medrano and Ridgeway
NOES: 0 COUNCIL MEMBERS: None
COMMISSIONERS: None
ABSTAIN: 0 COUNCIL MEMBERS: None
COMMISSIONERS: None
ABSENT: 2 COUNCIL MEMBERS: None
COMMISSIONERS: Jackson and Logovii

ADJOURNMENT

Mayor Hertz-Mallari adjourned the Joint Special Meeting at 7:10 p.m. to an adjourned Regular Meeting, to be held on Monday, July 10, 2023, beginning at 6:30 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
JULY 10, 2023
6:30 P.M.

A regular meeting of the Cypress City Council was called to order at 7:18 p.m. by Mayor Hertz-Mallari in the Council Chambers, 5275 Orange Avenue, Cypress, California.

ROLL CALL

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

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie 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

ORAL COMMUNICATIONS ON CLOSED SESSION/ WORKSHOP ITEMS

Helen Le, Cypress, spoke regarding Agenda Items No. 5, 6 and 10.

REPORT OF WORKSHOP AGENDA / CLOSED SESSION

The City Attorney stated the City Council held a Special Meeting earlier in the day to discuss the three items listed on the Closed Session portion of the Special Meeting agenda.

Regarding the first Closed Session item listed on the agenda, namely Conference with Real Property Negotiator concerning the property at 6612 Cerritos Avenue with the negotiating party: Thomas and Irene Baroldi Family Trust/Irene Baroldi Survivors Trust and Under Negotiation: Price and terms of potential acquisition. He stated the City Council received an update, provided direction and no further reportable action was taken.

Regarding the second Closed Session item listed on the agenda, namely Conference with Legal Counsel – existing litigation, the matter of Youngsma, et al v. Cypress School District et al. He stated the City Council received an update and no further reportable action was taken.

Regarding the third Closed Session item listed on the agenda, namely Conference with Labor Negotiator concerning the employee group Cypress Police Management Association, the City Attorney reported the City Council received an update, provided director and no further reportable action was taken.

CONSENT CALENDAR

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

Council Member Marquez requested to pull Agenda Item No. 6.

A motion was made by Council Member Peat, and seconded by Mayor Pro Tem Minikus, to approve Consent Calendar items No. 1 through 5 and 7 through 8.

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

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

Item No. 1: Receive and File Public Comments Submitted for the July 10, 2023 City Council Meeting

Recommendation: Receive and file submitted public comments.

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

Item No. 3: Approve Minutes – Meeting of June 12, 2023

Recommendation: Approve as submitted.

Item No. 4: Adopt a Resolution Approving a One-Time Retention Stimulus Payment to Employees in the Cypress Employees' Association and Maintenance Employees' Association

Recommendation: Adopt a Resolution approving a one-time retention stimulus payment of \$1,000 to eligible employees in the Cypress Employees' Association and Maintenance Employees' Association.

RESOLUTION NO. 6943

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX-OFFICIO BOARD OF DIRECTORS OF THE
CYPRESS RECREATION AND PARK DISTRICT, APPROVING A ONE-
TIME RETENTION STIMULUS FOR ELIGIBLE EMPLOYEES IN THE
CYPRESS EMPLOYEES' ASSOCIATION AND
MAINTENANCE EMPLOYEES' ASSOCIATION

Item No 5: Approve the Purchase of Six Replacement Police Vehicles

Recommendation:

1. Approve the purchase of six replacement police vehicles for \$486,258 from National Auto Fleet Group; and
2. Authorize an appropriation increase in the amount of \$6,258 in the City's Capital Replacement Fund to purchase and uplift the vehicles; and
3. Authorize a transfer of \$6,258 from the City's General Fund to the City's Capital Replacement Fund for the purchase of the vehicles.

Item No. 7: Receive and File the Police Department's Annual Military Equipment Report per California Assembly Bill 481

Recommendation: Receive and file the Police Department's Annual Military Equipment Report per California Assembly Bill 481

Item No. 8: Receive an Update on the Strategic Plan Six-Month Objectives

Recommendation: Receive an update on the Strategic Plan six-month objectives.

NEW BUSINESS

Item No. 9: Approve Settlement Agreement with Orange County Transportation Authority

Director of Finance and Administrative Services provided a report on this item.

The City Council asked questions of staff.

A motion was made by Council Member Burke, and seconded by Council Member Peat, to authorize the City Manager to approve a settlement agreement with the Orange County Transportation Authority, and appropriate \$10,465 in the City's General Fund for the preparation of a Streets and Right-of-Way Cost Allocation Plan.

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

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

Item No. 10: Receive an Update and Potentially Provide Direction on City Council Meeting Agenda and Format Revisions

The City Clerk provided a report on this item.

A motion was made by Council Member Burke and seconded by Mayor Pro Tem Minikus to, change the title of the second session of Oral Communications from Oral Communications on Items Not on the Agenda to Oral Communications and allow comments on anything including agenda items.

City Council discussion ensued.

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

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

A motion was made by Mayor Pro Tem Minikus, and seconded by Council Member Peat, to eliminate virtual participation during the second session of Oral Communications.

City Council discussion ensued.

The motion was carried by the following roll call vote:

AYES: 3 COUNCIL MEMBERS: Peat, Minikus and Hertz-Mallari
NOES: 2 COUNCIL MEMBERS: Burke and Marquez
ABSENT: 0 COUNCIL MEMBERS: None

A motion was made by Council Member Marquez to allow comments related to agenda items as well as comments unrelated to agenda items during the first session of Oral Communications.

Motion failed due to lack of a second.

City Council discussion ensued.

No further action was taken.

Item No. 11: Receive a Report of Trial Court's Decision in the Youngsma et al v. Cypress School District and City of Cypress Lawsuit

The City Attorney provided a report on this item.

City Council discussion ensued.

No action was taken.

ITEMS REMOVED FROM CONSENT CALENDAR

Regarding Agenda Item No. 6: Approve Task Orders for Communications Support and Marketing

Council Member Marquez commented on this item.

The City Manager provided a brief report on the item.

City Council discussion ensued.

A motion was made by Council Member Peat, and seconded by Mayor Pro Tem Minikus, to approve a task order to Communications LAB for \$120,000 for City communications support and marketing services for FY 2023-24; and approve a task order to Communications LAB for \$60,000 for Recreation and Park District communications support and marketing services for FY 2023-24; and authorize a \$25,000 appropriation transfer in the City's General Fund from personnel costs to contract services; and authorize an \$8,000 appropriation in the City's General Fund.

The motion as carried by the following roll call vote:

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

ITEMS FROM CITY COUNCIL MEMEBERS

Item No. 12: Receive Reports from Council Members Appointed to Represent the City on Organizations and Committees

Mayor Hertz-Mallari provide introductory comments on this item.

Council Members provided reports regarding the organizations and committees on which they serve.

Not action was taken.

ORAL COMMUNICATIONS ON ITEMS NOT ON THE AGENDA

Benjamin Montelongo, on behalf of Senator Janet Nguyen's office, spoke regarding Children's Expo event.

Malini Nagpal, Cypress, spoke regarding virtual participation during Second Oral Communication period.

Helen Le, Cypress, spoke regarding water play features at parks; shade at Oak Knoll Park fields; renovations at parks other than Arnold Park and Agenda Item No. 10.

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

Council Member Marquez:

Thanked the Recreation department for their work on recent events. Visited the Citrus Square senior housing development. Congratulated Recreation Specialist Teena Tomlinson on her retirement.

Council Member Peat:

Attended the OC Sanitation District meeting. Attended Salute to American and Concert on the Green events. Visited the Citrus Square senior housing development.

Council Member Burke:

Congratulated Recreation Specialist Teena Tomlinson on her retirement.

Mayor Pro Tem Minikus:

Congratulated Recreation Specialist Teena Tomlinson on her retirement. Attended Salute to America and thanked the Recreation department for their work.

Mayor Hertz-Mallari

Congratulated Recreation Specialist Teena Tomlinson on her retirement. Spoke regarding staff and high quality of work. Gave a shout out to a Cypress resident.

CITY MANAGER REMARKS

The City Manager thanked City staff for the successful Salute to America event.

ADJOURNMENT

Mayor Hertz-Mallari adjourned the meeting at 9:10 p.m. to an adjourned Regular Meeting, to be held on Monday, August 28, 2023, beginning at 5:30 p.m. in the Executive Board Room.

ATTEST:

MAYOR OF THE CITY OF CYPRESS

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Alisha Farnell, City Clerk

DATE: 08/28/2023

SUBJECT: Proclaim the Month of September 2023 as Hunger Action Month

RECOMMENDATION

Proclaim the month of September 2023 as Hunger Action Month.

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 Mayor received a routine request from Second Harvest Food Bank of Orange County for the City Council to officially proclaim the month of September 2023 as Hunger Action Month. 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

HUNGER ACTION MONTH
September 2023

WHEREAS hunger and poverty are issues of vital concern in California, where 10.5% of Californians face food insecurity on a daily basis and one in every seven children do not know where their next meal will come from; and

WHEREAS, everyone needs nutritious food to thrive, and people are working hard to provide for themselves and their families – yet over 267,000 individuals, including over 64,000 children, here in Orange County are food insecure; and

WHEREAS, Abound Food Care, Orange County Food Bank, and Second Harvest Food Bank, collectively known as the Orange County Hunger Alliance, are working to educate people about the role and importance of food banks and food care in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, in the first half of 2023, Orange County Food Bank and Second Harvest Food Bank collectively recorded an average of 888,057 food distribution visits per month from our neighbors facing food insecurity; and

WHEREAS, in the first half of 2023, Orange County Food Bank and Second Harvest Food Bank have collectively distributed 33,661,205 million pounds of food through its partner network of food pantries, soup kitchens, shelters, senior centers, schools, colleges, universities, and other community organizations; and

WHEREAS, in the first half of 2023, Abound Food Care has recovered 307,430 pounds of food, reducing food waste and diverting that food to those who need it; and

WHEREAS, the month of September has been designated “Hunger Action Month” in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure every community, an everybody in it, has the food they need to thrive; and

WHEREAS, food banks and other organizations across the country, including the members of the Orange County Hunger Alliance will host numerous events throughout the month of September to bring awareness and help end food insecurity in our local community.

NOW, THEREFORE, BE IT PROCLAIMED, that I, ANNE MALLARI, Mayor of the City of Cypress, along with my fellow Council Members, do hereby recognize September 2023, as **HUNGER ACTION MONTH** in the City of Cypress.

ANNE MALLARI
MAYOR OF THE CITY OF CYPRESS
Dated: August 28, 2023



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

5.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 08/28/2023

SUBJECT: Adopt a Resolution Establishing Benefits for Management Employees

RECOMMENDATION

Adopt a Resolution establishing the Schedule of Benefits for Management employees.

DISCUSSION

Benefits for Executive Management and Mid-Management employees are established and outlined in a Schedule of Benefits. The Schedule of Benefits is updated annually to incorporate changes to health benefits, and periodically as needed for any other revisions. The most recent update to the Schedule of Benefits was approved by the City Council on October 10, 2022. The Schedule of Benefits contains a formula for determining monthly health benefits (medical, dental and vision). The formula is adjusted annually based on insurance rates for the upcoming calendar year and effective January 1, 2024, will adjust from \$2,243.70 to \$2,359.27. The City Manager's contract provides for the same health benefits as Executive Management employees and will also adjust. The revised Schedule of Benefits also includes miscellaneous, non-substantive clerical corrections and language updates.

BUDGET IMPACT

The health benefit adjustment for the 24 budgeted management positions is approximately \$16,650 and the Budget includes sufficient funding.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - Management Schedule of Benefits

Exhibit A - Final

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. 6910 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.

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. 6910 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 August 28, 2023, 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 28th day of August, 2023.

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 28th day of August, 2023, 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 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 360 hours. Mid-Management employees may accumulate unused vacation to a maximum of the amount accrued in the 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 years or more of continuous service and who has taken 40 cumulative hours of vacation in his/her current anniversary year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. To request payment of up to 80 hours, the employee must submit an irrevocable election form to Human Resources by December 15. For example, if an employee submits a payout request of 80 hours prior to December 15, 2023 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in 2024. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be made in the pay period following: 1) the employee's anniversary date or 2) the accrual of hours requested to be paid out; whichever comes later.

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 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 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 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 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 50% of current salary. Employees must have a minimum balance of 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 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 100% of current salary. Employees must have a minimum balance of 120 hours after payment of sick leave to be eligible for the payout.

D. Employees wishing to cash out sick leave as described in Section 4. (B) and (C) above, must submit an irrevocable election form to 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, 2023, payment will be issued in December 2024 (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 60 days or 480 hours of sick leave accumulation, said employee is entitled to receive 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 years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and 240 hours at 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 working days of such disability, the City shall pay 100% of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive 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 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, 2024, the maximum contribution amount will increase from \$2,243.70 to \$2,359.27 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 (2023 \$2,070.99/ 2024 \$2,191.06) plus the DPO Dental Family rate (2023 \$146.90/ 2024 \$142.40) and the Family Vision rate (2023/2024 \$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 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 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 100% of the premium.

Section 4. Wellness Program. 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.

PART V – RETIREMENT

Section 1. The City shall make contributions for employees to the California Public Employees Retirement System (CalPERS) plan known as 2% at 55 for “Classic” Miscellaneous members and 3% at 50 for “Classic” Safety members. “Classic” Miscellaneous employees hired prior to June 30, 2010 shall contribute 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 6% of salary towards their CalPERS retirement plan.

Section 3. The Chief of Police, if determined to be a “Classic” Safety member, shall contribute 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 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

A monthly auto allowance will be provided in the amount of \$500 for Executive Management employees, \$300 for the City Clerk and \$200 for all other Mid-Management employees. The Chief of Police has the option of being provided a City vehicle in lieu of the auto allowance.

PART VII – TECHNOLOGY ALLOWANCE

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.

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 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 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. 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. 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. To ~~Request for~~ payment of up to 80 hours, the employee must be made in writing submit an irrevocable election form 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, 2023~~2~~ and is deemed eligible to receive a payout, the employee will be paid for 80 hours in April 2024~~3~~. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be made in the pay period following: 1) the employee's anniversary date or 2) the accrual of hours requested to be paid out; whichever comes later.

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 ~~cash out sick leave as described opt for payments stated~~ in Section 4. (B) and (C) above, must ~~submit an irrevocable election form notify to~~ 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, 202~~32~~, payment will be issued in December 202~~43~~ (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.
1.
 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

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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, 202~~4~~³, the maximum contribution amount will increase from ~~\$2,243.70~~~~\$2,200.79~~ to ~~\$2,359.27~~~~\$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/ 2024 \$2,191.06) plus the DPO Dental Family rate (~~2022/2023 \$146.90/~~ 2024 \$142.40) and the Family Vision rate (~~202~~3~~2/2024~~3~~~~ \$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).

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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.

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PART VI - AUTO ALLOWANCE

~~A monthly auto allowance will be provided in the amount of \$500 for Executive Management employees, \$300 for the City Clerk and \$200 for all other Mid-Management employees. 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.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Alicia Velasco, Planning Director

DATE: 08/28/2023

SUBJECT: Approve a Task Order for an Environmental Initial Study/Mitigated Declaration for a Warehouse Development at 5665 Plaza Drive

RECOMMENDATION

Approve a \$65,100 task order with LSA for the preparation of an Environmental Initial Study/Mitigated Negative Declaration at 5665 Plaza Drive.

DISCUSSION

GLC Cypress LLC (Goodman Group) has applied to redevelop 5665 Plaza Drive. The proposal includes demolishing a vacant 150,000 square foot office building and constructing a new 190,000 square foot warehouse. The property is located in the McDonnell Center Specific Plan and was originally developed as an office for Mitsubishi.

An Initial Study/Mitigated Negative Declaration (IS/MND) is required to analyze the project for any potential environmental impacts and to determine applicable mitigation measures that could be included as conditions of approval. It is anticipated the entitlement application(s) and the IS/MND will be presented to the City Council in January 2024.

LSA is one of the City's on-call planning firms and has extensive experience in preparing this type of analysis; therefore, it is recommended LSA prepare the IS/MND. It is the City's practice to manage LSA's work while the applicant reimburses all associated costs.

BUDGET IMPACT

The applicant is required to deposit the cost of the task order with the City before the study is initiated. Unexpended amounts at the conclusion of the analysis (if any) will be refunded to the applicant. The applicant is also required to pay project application fees which offset City costs to administer the task order.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

LSA Task Order

Vicinity Map



CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

July 31, 2023

Alicia Velasco
Planning Director
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Subject: Proposal for Completion of an Environmental Document and Technical Analysis for the
5665 Plaza Drive Warehouse Project

Dear Ms. Velasco:

LSA is pleased to respond to the City of Cypress (City) request for a proposal to prepare an environmental document and associated technical documentation for the proposed 5665 Plaza Drive Warehouse Project (project). The attached proposal is based on LSA's understanding of the project, the firm's knowledge of Cypress and local issues, and LSA's experience in preparing environmental documents that are similar in scope and nature to this project. The work would be completed under LSA's contract with the City to provide on-call environmental consulting services.

Ryan Bensley will act as Principal in Charge and Matthew Wiswell will serve as Project Manager for this task order. Mr. Bensley and Mr. Wiswell have extensive experience managing the preparation of environmental documents for the City, including recent experience on the Goodman Commerce Center IS/MND, which involved the development of two new warehouse buildings in the Cypress Business Park. Mr. Bensley also recently managed the preparation of the 5701 Katella Avenue Parking Structure IS/MND Addendum for the City, which included the development of a five-story parking structure to serve a nearby office building in the Cypress Business Park.

It is LSA's philosophy to prepare proposals that represent the real work effort that will be required and, with that, a realistic budget. If LSA's proposal is accepted, upon receipt of a Notice to Proceed, the firm is prepared to move forward with completing the Scope of Work outlined in this proposal as soon as possible in accordance with a project schedule that is agreed upon with the City.

Should you require further information or have any questions regarding the enclosed materials, please do not hesitate to contact me at Mr. Bensley at (714) 926-9283 or Ryan.Bensley@lsa.net, or Mr. Wiswell at (510) 236-6810 or Matthew.Wiswell@lsa.net.

Sincerely,

LSA Associates, Inc.

Ryan Bensley
Principal in Charge

Attachment: Proposal to Prepare an Environmental Document and Technical Studies

PROPOSAL TO PREPARE AN ENVIRONMENTAL DOCUMENT AND TECHNICAL STUDIES

SCOPE OF WORK

Through LSA's review of the documentation provided by the City of Cypress (City), discussions with the City staff, and a working knowledge of the area, LSA has a professional understanding of the issues that need to be addressed in the California Environmental Quality Act (CEQA) document for the proposed 5665 Plaza Drive Warehouse Project (project). LSA's experience in the project area and its familiarity with the public interest groups and stakeholders will be valuable assets when analyzing this project.

PROJECT UNDERSTANDING

It is LSA's understanding that GLC Cypress LLC (Applicant) is proposing to demolish an approximately 150,000 square-foot (sf) office building on an approximately 8.5-acre site (the western portion of Assessor's Parcel Number 241-101-25) located at 5665 Plaza Drive (project site), and construct a new two-story warehouse/office building that would be approximately 191,394 sf in size and a maximum of 51 feet, 6 inches in height. The building would contain a total of approximately 10,333 sf of office space split evenly between the first and second floors, with the remaining space consisting of warehouse uses. A total of approximately 222 automobile parking spaces would be provided throughout the project site, largely along the perimeter. Access to the project site would be provided by two driveways on Plaza Drive. Additionally, two new driveways will replace the existing driveway. The project site is located within the McDonnell Center Amended Specific Plan, which was adopted in October 1994. The project would require site plan review and an amendment to the McDonnell Center Amended Specific Plan.

As required under CEQA, specifically Public Resources Code 21080.3.1 and Chapter 532, Statutes of 2014 (i.e., Assembly Bill [AB] 52), Native American consultation is required for any CEQA project that has a Notice of Preparation (NOP) or a Notice of Intent to Adopt a Negative Declaration (ND) or a Mitigated Negative Declaration (MND) filed on or after July 1, 2015. In addition, an amendment to the McDonnell Center Amended Specific Plan would require Native American consultation under Senate Bill (SB) 18. Therefore, LSA has included assistance with Native American consultation under Task 2.4.

PROJECT APPROACH

Based on LSA's understanding of the project and project vicinity, it is anticipated that preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) with supporting technical work will be adequate to satisfy the requirements of CEQA. The following is an outline of the proposed work program tasks. Tasks 1.0 through 4.0, described in detail below, outline LSA's Scope of Services for the project.

INFORMATION REQUIRED

LSA requires the following from the Applicant to prepare the environmental document:

- The Site Plan and any related statistical summary of the project (gross square footage and acreage), vehicle and pedestrian access locations, landscape areas, and "green" building

features (if applicable) beyond those required by the California Green Building Standards Code (CALGreen Code). (Received 7/14/23)

- A description of any off-site improvements required as part of the project.
- Construction information, including length of construction and phasing, average number of daily workers, anticipated construction equipment, and staging area, if known.
- Preliminary grading plans that include the depth of excavation for various project design elements (i.e., utility trenching) and whether import or export of soils will be required.
- Proposed operational characteristics (e.g., hours of operation, number of trucks or vehicles visiting the site each day, and number of employees).
- Conceptual infrastructure improvement plans (e.g., water, sewer, storm drain, and electricity connections).
- A Hydrology Report that includes the necessary information for completion of the Hydrology and Water Quality section of the Appendix G Initial Study Checklist. The Hydrology Report should include calculations of the existing and proposed impervious/pervious surface areas and change in runoff volumes and peak flow using appropriate Hydrology Manual guidelines, as necessary. The Hydrology Report will identify storm drain and detention facilities necessary to mitigate changes in runoff resulting from the project. It will also confirm that the downstream storm drain lines have adequate capacity to accommodate any increased flows. (It is LSA's understanding that a Hydrology Report will be provided by the end of August 2023.)
- A Water Quality Management Plan (WQMP) that includes the necessary information for completion of the Hydrology and Water Quality section of the Appendix G Initial Study Checklist. The WQMP will include the disturbed soil area, any change in impervious/pervious surface areas, the receiving water bodies, pollutants of concern, 303(d) listings, and existing and proposed total maximum daily loads for receiving waters. The WQMP must also identify and recommend applicable site design, source control, and treatment control Best Management Practices (BMPs), including Low Impact Development features, for incorporation in the project to minimize impacts and satisfy water quality requirements. (It is LSA's understanding that a WQMP will be provided by the end of August 2023.)
- A Geotechnical Report, prepared in accordance with applicable State requirements, that addresses all CEQA-related topics, including those outlined in California Geological Survey Note 46. (Received 7/14/23)
- A Phase I Environmental Site Assessment (ESA) and any other applicable hazardous materials studies prepared for the project site. (Received 7/14/23)

SCOPE OF SERVICES

The following Scope of Services describes LSA's work program for the preparation of the environmental document and related technical analyses.

Task 1.0: Project Initiation and Project Description

LSA will prepare a thorough Project Description for use in the preparation of technical analyses (as well as for use in the IS/MND) that will be based on information provided by the Applicant. LSA will coordinate with City staff and the Applicant's representatives and will attend a project kick-off meeting to refine and finalize the Project Description and to develop a mutual understanding of the Scope of Work, the planned project approach, and the issues to be addressed in the technical studies. The overall schedule and budget are based on the assumption that the City and the Applicant will agree on the Project Description during the project initiation phase and that substantive changes to it will not be made later in the process. Any changes to the Project Description made after this agreement have the potential to impact the project's budget and schedule. LSA will apprise the City and prepare an augment, if necessary, prior to beginning any out-of-scope work.

The project kick-off meeting is incorporated into the budget for Task 4.0, Project Management and Meeting Attendance. The meeting will be held with City staff and the Applicant's representatives to accomplish the following:

- Establish a mutual understanding of the project's objectives, explore potential community concerns regarding the project, and discuss the City's expectations for LSA's work effort.
- Obtain relevant plans, reports, ordinances, and studies applicable to the project.
- Obtain relevant Project Description information, including, but not limited to, preliminary site plans, elevations, construction and operational details, design specifications, drawings, maps, and any potential off-site improvements.
- Identify City departments, governmental agencies, and business, environmental, and service organizations that have input vital to the successful completion of the IS/MND.
- Refine the Scope of Work to be performed to satisfy CEQA requirements.
- Define communication protocols for requesting information from City staff and the Applicant's team.
- Refine the project schedule, establish protocols for product review with City staff and the Applicant, and define project milestones and decision points.
- Discuss significance thresholds for use in analyzing potential impacts.

LSA will work with the City to determine the significance criteria based on current community or industry standards, including, but not limited to, the *State CEQA Guidelines*, local guidelines, State and federal regulations (i.e., those of the United States Environmental Protection Agency [EPA], as

well as clean water legislation and regulations) and consistency with State and/or local land use planning documents such as the City's General Plan.

Task 2.0: Technical Analyses

All of the technical scopes below assume one round of review by the City. All deliverables will be provided as electronic Portable Document Format (PDF) files. It is assumed that additional technical studies required in support of the IS/MND will be provided by the Applicant, as identified above.

Task 2.1: Air Quality Analysis

LSA will prepare an air quality analysis for the project in response to the Initial Study checklist questions. The air quality analysis will include the following components: (1) an assessment of baseline air quality in the area based on data from the South Coast Air Quality Management District (SCAQMD) and the California Air Resources Board (CARB); (2) a quantitative assessment of project construction and operational impacts using the California Emissions Estimator Model (CalEEMod) and based on SCAQMD thresholds of significance; (3) a localized significance threshold (LST) analysis to evaluate the potential impacts on nearby sensitive receptors from emissions from both short-term construction activities and long-term on-site operations; (4) an assessment of potential odor impacts; and (5) if necessary, a recommendation of mitigation measures consistent with SCAQMD guidelines. The CalEEMod output files will be included as a technical appendix to the IS/MND.

Task 2.2: Energy Analysis

LSA will evaluate the project's impacts related to energy use in response to the Initial Study checklist questions. This discussion will address the project's compliance with applicable energy efficiency standards and will cross-reference the discussion provided in the greenhouse gas (GHG) emissions discussion as necessary. Energy data estimated using CalEEMod will be reported.

Task 2.3: Greenhouse Gas Emissions Analysis

LSA will evaluate the project's impacts on global climate change and GHG emissions in response to the Initial Study checklist questions. LSA will provide a quantitative assessment of GHG emissions associated with all relevant sources related to the project for which project data are available, including construction activities, using CalEEMod and based on the SCAQMD's interim numeric thresholds of significance. LSA will also provide a qualitative assessment of the project's consistency with relevant plans and regulations adopted for the purpose of reducing GHG emissions.

Task 2.4: Tribal Consultation

Assembly Bill (AB) 52. Per AB 52, Native American consultation is required for any CEQA project that has an NOP, an ND, or an MND filed on or after July 1, 2015. The Lead Agency must notify any Native American tribes that have requested to be notified regarding projects within 14 days of either determining that a project application is complete or deciding to undertake a project (i.e., prior to the release of the environmental document). While this is a government-to-government process between the City and any Native American Tribes that request consultation per AB 52 or as identified by the Native American Heritage Commission (NAHC), LSA is available to assist the City with AB 52 consultation.

Tasks performed by LSA for AB 52 consultation assistance will include the following: (1) contacting the NAHC on behalf of the City for a search of the Sacred Lands File and a list of tribal contacts; (2) drafting letters to tribal contacts for the City to place on City letterhead and sign; (3) mailing the letters via Certified Mail; and (4) compiling a PDF file of consultation records (based on information provided by the City) for inclusion as an attachment to the IS/MND.

Time for LSA to conduct follow-up phone calls/emails to tribal contacts and meetings with tribal stakeholders is not included. This budget includes printing and postage for up to 20 letters.

Senate Bill (SB) 18. The proposed project includes a Specific Plan Amendment, which will trigger Native American consultation per SB 18. LSA will initiate Native American consultation under SB 18 following the November 14, 2005, guidelines of the California Office of Planning and Research (OPR). As written in 2004, SB 18 addresses the potential environmental impact of projects on California Native American Cultural Places. SB 18 requires planning agencies to consult with California Native American tribes during the preparation, updating, or amendment of all General/Specific Plans proposed on or after March 1, 2005. Per SB 18, Native American tribes have 90 days from the date on which they receive notification to request consultation. The purpose of the consultation is to identify and preserve specified places, features, and objects located within the City's jurisdiction that have a unique and significant meaning to California Native Americans.

Tasks performed by LSA to assist the City with SB 18 consultation will include the following: (1) drafting a letter to each identified tribe that includes a Project Description, an invitation to consult on the proposed project, and a request for cultural information pertaining to the project site; (3) mailing the letters via a method with delivery confirmation (such as Priority Mail or Certified Mail); and (4) depending on whether a response has been received, following up with up to two telephone and/or emails to ensure that the tribe has had the opportunity to comment.

All details of the consultation process, including records of written and verbal communications (based on information provided by the City and minus any confidential information provided by tribes), will be compiled within an appendix to the IS/MND. This budget includes printing and postage for up to 20 letters.

Task 2.5: Noise Analysis

LSA will evaluate the project's impacts related to noise and vibration in response to the Initial Study checklist questions. The analysis will quantify existing ambient noise levels in the area, summarize applicable regulatory criteria, assess the potential for future noise impacts, and identify noise reduction measures to avoid or minimize noise impacts. LSA will prepare the noise and vibration analysis by completing the following subtasks.

LSA will review the City's Municipal Code and General Plan to identify applicable noise regulations related to mobile and stationary noise sources.

LSA will then conduct up to two long-term noise measurements and two short-term noise measurements at the boundaries of the project site as well as at the surrounding uses. The long-

term measurements will be taken for a period of 24 hours to help identify the existing noise levels, including specifically the nighttime ambient noise levels during which noise impacts are perceived to be the loudest and the noise impacts from adjacent uses.

Noise and vibration impacts from construction sources will be analyzed based on information from the Roadway Construction Noise Model (RCNM) and the 2018 *Transit Noise and Vibration Impact Assessment* by the Federal Transit Administration (FTA). The construction noise impacts will be evaluated in terms of maximum instantaneous noise levels ($L_{\max}$), hourly equivalent continuous sound levels (L_{eq}), and the frequency of occurrence at adjacent sensitive receptor locations. Analysis requirements will be provided based on the sensitivity of the area directly adjacent to the project site and the City's Noise Control Ordinance specifications. Where applicable, FTA construction noise and vibration criteria will be utilized to determine significance.

Vibration impacts from construction sources, including pile driving (if applicable), will be analyzed based on the equipment expected to be used. The FTA-recommended equipment vibration levels will be used for the construction equipment. The construction vibration impact will be evaluated in terms of the peak particle velocity (PPV, measured in inches/second) and vibration velocity decibels (VdB) for building damage and human annoyance, respectively. Analysis requirements will be provided based on the sensitivity of the area directly adjacent to the project site and the City's requirements.

To determine the on-site noise environment, LSA will review and evaluate the most recent site plans in order to determine noise impacts from surrounding roadways and other uses. Traffic noise impacts will be evaluated pursuant to the 24-hour averaged/weighted Community Noise Equivalent Level (CNEL). Model input data needed include average daily or peak-hour traffic volumes, vehicle speeds, ground attenuation factors, and roadway widths. Traffic parameters necessary for the model input will be obtained from the traffic volumes included in the level of service (LOS) analysis provided by the Applicant, the City's Circulation Element, and the vehicle mix observed in the vicinity of the project site. In addition to traffic noise impacts, off-site operational impacts will be analyzed based on reference information and noise measurements gathered during a field visit to the project site.

The City's noise criteria for outdoor living areas, where appropriate, will be assessed as well as the State/City's interior noise standard. Potential noise impacts that are expected to exceed the exterior noise level standards established by the City will be identified, and, where necessary, mitigation such as noise barriers will be recommended. In addition to the exterior noise level standards, the City provides interior noise level standards for noise-sensitive uses within the project. Standard recommended building exterior-to-interior noise attenuation will be used in the screening process to determine whether site-specific noise mitigation measures are required. Building façade enhancements (e.g., exterior walls, and windows and doors with sound transmission class [STC] ratings higher than standard building practices) will be identified to meet the interior noise standard, if required. Sound attenuation mechanisms for roofs and other openings will be identified where necessary.

In order to determine the off-site noise impacts associated with traffic generated from the project, the Federal Highway Administration Highway's (FHWA) Traffic Noise Prediction Model (FHWA RD-77-108) will be utilized. Traffic noise impacts will be evaluated pursuant to the 24-hour averaged/

weighted CNEL. Model input data needed include average daily or peak-hour traffic volumes, vehicle speeds, ground attenuation factors, and roadway widths. Traffic parameters necessary for the model input will be obtained from the traffic volumes included in the level of service (LOS) analysis provided by the Applicant and the City's Circulation Element. The results of the analysis will show the noise level increase on all segments presented in the LOS analysis while specifically identifying segments that will experience a 3 A-weighted decibel (dBA) CNEL or more increase in traffic noise and that will exceed the City's exterior noise level standard. The 3 dBA CNEL is not specifically a threshold within the City's noise criteria, but an increase of that magnitude is considered a perceptible increase. Should segments be identified that meet this criteria, existing abatement will then be considered to help identify whether or not a potential significant impact may occur.

Potential noise impacts that are expected to exceed the exterior noise level standards established by the City will be identified for off-site sensitive uses and, where necessary, mitigation will be recommended that may include, but not be limited to, noise barriers, equipment enclosures, and restrictions on hours of operation. Should impacts associated with construction activities occur, best business practices recommended during construction and/or additional mitigation measures will be provided.

Task 2.6: VMT Analysis

A stand-alone vehicle miles traveled (VMT) analysis will be conducted to evaluate the CEQA transportation impacts for the proposed project. LSA will review the potential screening opportunities prior to a detailed VMT analysis (e.g., the net trip generation of the proposed and existing uses, and whether the trips are below the 110 average daily trips threshold).

In the event a detailed VMT analysis is required, the Orange County Transportation Analysis Model (OCTAM) will be used to estimate the VMT (per employee) for the project and the region. LSA will review the OCTAM future (2045) scenario to evaluate whether it is consistent with the existing uses within the project traffic analysis zone. The OCTAM future scenario will be updated to include the proposed project land use.

The County of Orange will be used as the "regional average" to compare the change in VMT (per employee) and determine if the project creates a significant transportation impact. The "with project" VMT (per employee) will be compared with the corresponding OCTAM base year (2016) VMT (per employee) to identify direct project impacts, and with the OCTAM future year (2045) "no project" scenario VMT per employee to identify any potential cumulative impacts.

In addition to the VMT analysis, LSA will incorporate the relevant findings from the LOS analysis to be prepared by Urban Crossroads into the IS/MND. In particular, LSA will incorporate the findings of the site plan and access analysis. The budget associated with incorporating the relevant analysis from the Urban Crossroads study is included as part of Task 3.1.

Task 3.0: Preparation of the Initial Study/Mitigated Negative Declaration

Task 3.1: Screencheck IS/MND

LSA will prepare a Screencheck Draft IS/MND and submit the document to the City and the Applicant for review. The technical analyses identified in Task 2.0 and technical information

provided in the information requested will be incorporated into the environmental document. If, based on the technical analyses, the project may result in an impact that cannot be reduced to a less than significant level, LSA will immediately apprise the City and the Applicant of the issue and work proactively with the City staff and the Applicant to identify the following: (1) additional measures, project changes, or design features that may reduce the potential impact to a less than significant level; or (2) the most expedient method of providing appropriate environmental clearance under CEQA.

For the purposes of this scope and budget, LSA will respond to two rounds of comments from the City and the Applicant. This scope and budget assume one set of nonconflicting, consolidated comments per round.

Task 3.2: Draft IS/MND and Public Circulation

Once the Draft IS/MND is approved for public review, LSA will distribute up to 10 paper copies of the document and 10 electronic copies of the document (on USB flash drive) to a distribution list for the project that is developed by LSA with City staff's input, review, and approval, and to the City for public inspection and the City's files. This distribution list will include responsible and trustee agencies and interested individuals and organizations. The distribution list does not include preparation of a "radius distribution list" for private addresses (i.e., neighbors). If such a list is desired, it can be prepared and provided at an additional cost. LSA will also submit electronic copies of the document to the State Clearinghouse CEQA Portal for distribution to State agencies (the City has already provided authorization for LSA to submit documents to the CEQA Portal on its behalf). As of November 2, 2020, the State Clearinghouse no longer expects any form of paper copy submissions for CEQA documents.

LSA will prepare a Notice of Intent (NOI) pursuant to Section 15072(a) of the *State CEQA Guidelines* regarding the availability of a Draft IS/MND for public review and distribute the NOI to the City's mailing list of responsible and interested agencies. LSA will also prepare and file a Notice of Completion (NOC) with the State Clearinghouse along with the NOI and Draft IS/MND on behalf of the City. The City will be responsible for publication of the public notice in a general-circulation newspaper and make the NOI, Draft IS/MND, and NOC available for public review on the City's website. LSA will file the NOI with the County Clerk-Recorder to begin the required public review period. The Applicant will be responsible for providing checks for all necessary filing fees required by the County Clerk-Recorder.

Task 3.3: Final IS/MND

LSA will prepare written responses to comments received on the Draft IS/MND that raise substantive environmental issues and then submit the responses for review to the City staff after the close of the public comment period. LSA will confer with the City staff to review written comments and comments from any public meetings in order to develop a general framework and strategy for the preparation of responses. LSA specifies 26 professional staff hours for the preparation of responses to comments. If a large number of comments are received or comments require additional technical analysis, a budget augment may be warranted.

Any revisions to the IS/MND will be summarized in a memorandum. Responses to comments and associated changes to pages of the IS/MND will be submitted to the City for one round of review. LSA's Scope of Work and budget assumes one set of nonconflicting, consolidated comments.

Prior to the City Council hearing on the project and the IS/MND, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to assist the City in implementing the mitigation measures contained in the IS/MND. The MMRP will outline the procedures for monitoring and complying with each mitigation measure, identify the agency/position responsible for the monitoring and reporting, and identify the timing for implementation. The MMRP will be included in the Final IS/MND certification documents.

Following the City's approval of the IS/MND, LSA will prepare and file a Notice of Determination (NOD) with the County Clerk-Recorder, which is anticipated to occur after the City Council approves the project. The Applicant shall provide a check for all necessary filing fees to be submitted to the County Clerk-Recorder with the NOD. Once the NOD is filed with the County Clerk-Recorder, LSA will provide the original fee receipt and a copy of the filed NOD to the City for its records. LSA will also submit a copy of the filed NOD to the State Clearinghouse on behalf of the City. The City shall be responsible for making the NOD available on the City's website. If applicable, the City will submit a request for a No Effect Determination (NED) to the California Department of Fish and Wildlife (CDFW) at the opening of the public review period to allow sufficient time for CDFW staff review.

Task 4.0: Project Management and Meeting Attendance

This task represents an active project management role to supervise the project schedule and budget. The project management role provides a mechanism to ensure there is an adequate exchange of information during project startup and preparation of the IS/MND. This task includes notifying the City of any issues as they are encountered and working expeditiously to resolve them. To facilitate the dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with the City staff.

LSA anticipates attendance by the Principal in Charge and the Project Manager at one project team kickoff meeting, three progress meetings/conference calls prior to completion of the Final IS/MND, and two City Council meetings. Table A lists the anticipated meetings. Attendance at meetings over the maximum number identified or attendance of additional technical specialists at community meetings/public hearings will be on a time-and-materials basis with the City's written approval, consistent with the current fee schedule included in LSA's Master Contract for On-Call Services for the City.

Table A: Estimated Meetings

Meeting Type	Quantity
Project Kickoff Meeting (1 hours)	1
Project Status Meetings (1 hour each)	3
City Council Meetings (3 hours each)	2
Total	6

PROJECT SCHEDULE

LSA proposes to accomplish Tasks 1.0 through 4.0, as described in the Scope of Work, within a 6-month period, including the consultation with Native Americans. The schedule reflects a best effort to complete the project in a timely manner while at the same time providing the time and attention necessary to ensure the highest quality analysis and products. Table B shows the proposed schedule.

Table B: Proposed Project IS/MND Schedule

Task	Duration
Notice to Proceed	1 day
Kickoff Meeting and Project Description (some tasks overlap) mid August	
Project Initiation: Gather Relevant Reports and Data	Ongoing
Project Kickoff Meeting	1 day
Draft Project Description	1 week
City Review/LSA Revisions to Project Description	1 week
Total	2 weeks
Technical Analysis (some tasks overlap; preparation concurrent with IS/MND)	
Air Quality Analysis	3 weeks ¹
Energy Analysis	3 weeks
GHG Emissions Analysis	3 weeks
Native American Consultation (AB 52)	Unknown (30-day response period) ²
Native American Consultation (SB 18)	Unknown (90-day response period) ²
Noise Analysis	4 weeks
VMT Analysis	4 weeks
Total	5 weeks
Screencheck IS/MND (some tasks overlap with Technical Analysis)	
Preparation of Screencheck IS/MND	4 weeks
Applicant/City Review	2 weeks
Preparation of Proofcheck IS/MND	1 week
Applicant/City Review	1 week
Preparation of Printcheck IS/MND	3 days
Applicant/City Review	2 days
Publishing of Draft IS/MND and NOI	1 day
Public Circulation of Draft IS/MND and Submittal to State Clearinghouse with NOC	30 days
Total	3 months
Final IS/MND (several tasks overlap)	
Preparation of Final IS/MND, Draft Responses to Comments, and MMRP	2 weeks
Applicant/City Review	2 weeks
Revisions to and Finalization of Final IS/MND, Draft Responses to Comments, and MMRP	1 week
City Council Public Hearing	1 day
File NOD with County Clerk and State Clearinghouse	1 day (within 5 business days of project approval)
Total	1.5 months
Complete IS/MND Schedule	6 months

¹ After receipt of all necessary modeling details, including trip generation, construction schedule, and grading totals.

² It is not possible to accurately predict when the Native American consultation process will conclude during the project's environmental review.

AB = Assembly Bill

GHG = greenhouse gas

IS/MND = Initial Study/Mitigated Negative Declaration

MMRP = Mitigation Monitoring and Reporting Program

NOC = Notice of Completion

NOD = Notice of Determination

NOI = Notice of Intent

SB = Senate Bill

VMT = vehicles miles traveled

LSA proposes to accomplish Tasks 1.0 through 4.0, as described in the Scope of Work, for an estimated fee of **\$65,100**, as shown in Table C. LSA charges fees on an hourly basis, consistent with its Master Contract for On-Call Services for the City.

Table C: LSA Fee Estimate

Task	Estimate
Task 1.0: Project Initiation and Project Description	\$5,000
<i>Task 1.0: Project Initiation and Project Description Subtotal</i>	<i>\$5,000</i>
Task 2.0: Technical Analyses	
Task 2.1: Air Quality Analysis	\$3,700
Task 2.2: Energy Analysis	\$1,600
Task 2.3: GHG Emissions Analysis	\$2,500
Task 2.4: Tribal Consultation	\$2,500
Task 2.5: Noise Analysis	\$5,900
Task 2.6: VMT Analysis	\$8,400
<i>Task 2.0: Technical Analyses Subtotal</i>	<i>\$24,600</i>
Task 3.0: Preparation of the IS/MND	
Task 3.1: Screencheck IS/MND	\$15,400
Task 3.2: Draft IS/MND and Public Circulation	\$6,500
Task 3.3: Final IS/MND	\$5,400
<i>Task 3.0: Preparation of the IS/MND Subtotal</i>	<i>\$27,300</i>
Task 4.0: Project Management and Meeting Attendance	\$5,700
<i>Task 4.0: Project Management and Meeting Attendance Subtotal</i>	<i>\$5,700</i>
Reimbursable Expenses	\$2,500
Total	\$65,100

AB = Assembly Bill

GHG = greenhouse gas

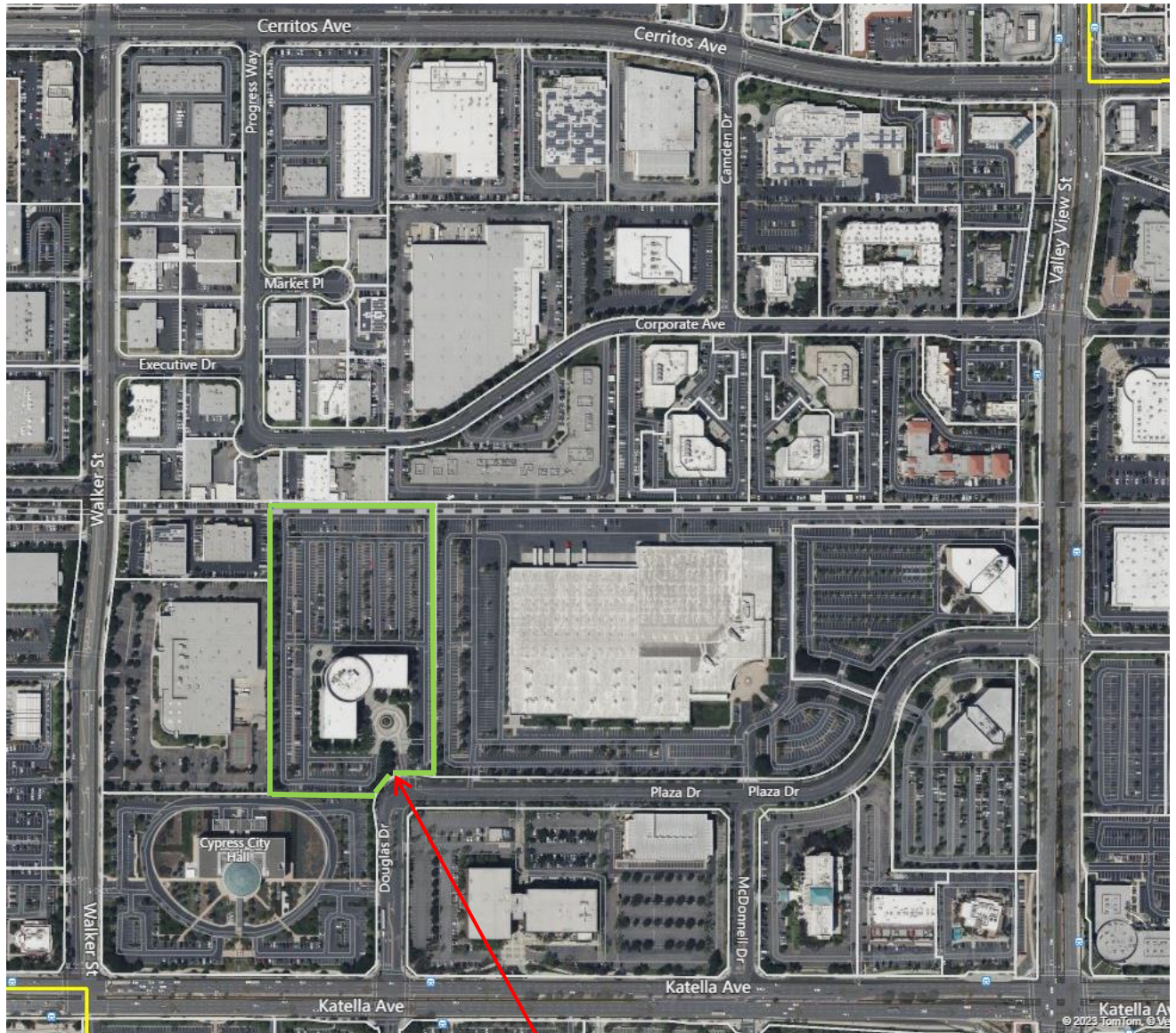
IS/MND = Initial Study/Mitigated Negative Declaration

VMT = vehicle miles traveled

Direct costs (including costs for outside vendors used for photocopying) are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services. Direct costs can be invoiced separately at your request.

Goodman Warehouse Project

Vicinity Map



PROJECT SITE
5665 Plaza Drive





CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

7.

FROM: Peter Grant, City Manager

DATE: 08/28/2023

SUBJECT: Receive an Update on the Strategic Plan Six-Month Objectives

RECOMMENDATION

Receive an update on the Strategic Plan six-month objectives.

DISCUSSION

The Strategic Plan establishes major goals and objectives for the City. It provides the principal guidance for the preparation of the budget and a plan for implementation and accountability. The Strategic Plan is among the City Council's most effective tools to improve services and preserve Cypress' high quality of life.

The City Council updated the Strategic Plan in March 2023, including a review of the existing plan, development of new six-month objectives, and a discussion of the City's strengths and accomplishments during the past six months. The attached matrices report the progress on the six-month objectives as of August 28, 2023.

A special City Council meeting will be held on September 14, 2023 to update the plan for the next six months.

BUDGET IMPACT

None.

LEGAL REVIEW

None.

APPROVED BY: Peter Grant, City Manager

Attachments

Six-Month Objectives

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES
 March 2023 – September 2023

THREE-YEAR GOAL: MAINTAIN INFRASTRUCTURE AND FACILITIES						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the July 10, 2023 City Council meeting	Public Works Director, working with the RCS Director	Recommend construction plans and specifications for reimagining Arnold Cypress Park.	X			
2. At the April 24, 2023 City Council workshop	Public Works Director, working with SCE	Present options for converting to LED streetlights.	X			
3. By September 14, 2023	Public Works Director	Report the results of the right-of-way water conservation opportunities analysis to the City Manager			X	

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the September 11, 2023 City Council workshop	Finance Director	Present options to accelerate Pension Trust funding to further offset CalPERS pension plan unfunded actuarial liabilities.		X		
2. FUTURE	Planning Director	Recommend the Housing Element implementation public outreach plan.			X	Delayed due to available staff resources
3. At the September 11, 2023 City Council meeting	Planning Director, working with the Economic Development subcommittee	Present options for the redevelopment/sale/transfer of the city-owned property at 5732 Lincoln Ave.		X		
4. By June 30, 2023	Planning Director	Implement the first phase of the Pandemic Recovery Plan's Business Recovery and Support Program	X			
5. By July 31, 2023	Planning Director, working with the Business Park Advisory Committee	Present the Business Park Modernization land-use recommendations to the City Manager.	X			

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

SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

THREE-YEAR GOAL: ENHANCE AND MAINTAIN PUBLIC SAFETY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. FUTURE	Police Chief, working with the Police Management Association and Police Officers' Association	Recommend an agreement with a consultant to support the update of the Police department's personnel evaluation system.				
2. FUTURE	Police Chief, working with the Finance Director	Recommend the replacement of the Police department's mobile audio video systems and include options for automated license plate reader (ALPR) technology.				
3. By August 31, 2023	Police Chief	Provide Federal Emergency Management Agency required emergency management and incident command training to city staff.		X		
4. By September 13, 2023	Police Chief, working with the Police Management Association, Police Officers' Association, and the Finance Director	Present a strategy to deploy body worn camera to Police patrol personnel to the City Manager.		X		

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

SIX-MONTH STRATEGIC OBJECTIVES

March 2023 – September 2023

THREE-YEAR GOAL: ENHANCE RECREATION FACILITIES AND PROGRAMS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By August 31, 2023	RCS Director	Negotiate agreements with Cypress College and Anaheim Union High School District for relocating pickleball and Cypress Girls Softball during Arnold Cypress Park construction.	X			
2. FUTURE	PW Director, working with the RCS Director, Police Chief and Finance Director	Recommend an agreement for installation of security upgrades at Oak Knoll Park.			X	
3. By August 31, 2023	RCS Director, working with the RCS Commission	Present recommendations to update Park Regulations to the City Manager.	X			

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES
 March 2023 – September 2023

THREE-YEAR GOAL: MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the June 12, 2023 City Council meeting	Finance Director	Present the new online Budget Book.	X			
2. FUTURE	City Clerk, working with the Finance Director	Recommend an agenda management and video streaming services system.			X	
3. At the April 24, 2023 City Council meeting	Finance Director	Recommend the replacement of the telephone system with cloud-based technology.	X			
4. 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.				



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 08/28/2023

SUBJECT: Receive and File the Investment Reports for the Months Ended June 30, 2023 and July 31, 2023.

RECOMMENDATION

Receive and file the attached investment reports.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. Due to the cancelation of two City Council meetings in July and August, two reports are being presented for the periods ending June 30, 2023 and July 31, 2023. As of June 30, 2023, the City had \$202.2 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.40%. As of July 31, 2023, the City had \$198.1 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.46%. As required by the Government Code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments presents the investments held by the City of Cypress as of June 30, 2023 and July 31, 2023. The Investment Reports consists of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees to the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City's Investment Policy further defines permitted investments. These restrictions in investment types and the terms of allowable investments tend to

result in limited yields on City investments.

4. Interfund Investments - Shows all authorized and outstanding loans between City funds. The loans from the Infrastructure Reserve Fund to the Cypress Recreation and Park District General Fund relate to the construction of Lexington Park and the rehabilitation of Arnold Cypress Park.
5. Summary of Cash and Investments Held In Trust - Shows the investments held in trust by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. The pension trust amounts can only be used for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the ability for the trust to invest in more diverse assets which have the potential to yield a higher long-term rate of return.

As mentioned previously, the City had \$202.2 million and \$198.1 million (current market value) in cash and investments at June 30, 2023 and July 31, 2023 respectively. The investments include Federal Agencies and US Treasuries Debt (\$178.8 million at June 30 and July 31) and Investment Pools (\$20.7 million at June 30 and \$16.7 million at July 31). The City's bank accounts held \$2.7 million on June 30, 2023 and \$2.6 million on July 31, 2023.

A portion of the investment portfolio is with the State Investment Pool (Local Agency Investment Fund or LAIF) in which the State's investment experts provide a diversified investment pool for local agencies to invest. By using the combined size of the participating cities and agencies, the State Pool provides a competitive yield, liquidity and investment diversification and management that would otherwise be unavailable to a single entity.

The amount of cash in the City's checking accounts fluctuates based on the maturity of investments, daily cash receipts, and when vendors and employees are paid. The daily balances maintained in the checking accounts provide credits which offset monthly bank charges. In addition to the Federal Depository Insurance Corporation (FDIC) which insures the first \$250,000, excess checking deposits are secured by banks, government, or mortgage securities valued between 110% and 150% of the deposits.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Investment Report for the Month Ended June 30, 2023

Investment Report for the Month Ended July 31, 2023

City of Cypress

Summary of Cash and Investments

As of June 30, 2023

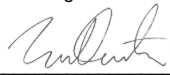
Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1) Ckg	General Operating Account	Bank of the West		7/1/2023	-	\$ 2,666,429.25	\$ 2,666,429.25
Pool	Local Agency Investment Fund	State Treasurer		7/1/2023	3.167	11,000,000.00	10,833,113.49
Pool	Local Agency Investment Fund	State Treasurer		7/1/2023	3.167	10,000,000.00	9,848,284.99
FFCB	Federal Farm Credit Bank	Bank of the West	2/21/2023	8/21/2024	4.875	10,000,000.00	9,922,800.00
FFCB	Federal Farm Credit Bank	Bank of the West	10/27/2022	10/17/2024	4.620	5,000,000.00	4,935,300.00
FFCB	Federal Farm Credit Bank	Bank of the West	1/10/2023	1/10/2025	4.310	3,010,800.00	2,969,160.00
FFCB	Federal Farm Credit Bank	Bank of the West	3/22/2021	3/17/2025	0.700	4,000,000.00	3,708,120.00
FFCB	Federal Farm Credit Bank	Bank of the West	1/13/2023	1/13/2026	4.000	2,000,000.00	1,965,400.00
FFCB	Federal Farm Credit Bank	Bank of the West	3/2/2023	3/2/2026	4.478	5,003,000.00	4,986,700.00
FFCB	Federal Farm Credit Bank	Bank of the West	6/23/2023	6/23/2026	4.820	5,000,000.00	4,973,050.00
FFCB	Federal Farm Credit Bank	Bank of the West	6/6/2023	6/6/2028	5.850	5,000,000.00	4,995,200.00
FHLB	Federal Home Loan Bank	Bank of the West	2/16/2023	8/16/2023	4.881	9,763,694.44	9,940,600.00
FHLB	Federal Home Loan Bank	Bank of the West	5/9/2022	11/9/2023	2.611	5,000,000.00	4,951,150.00
FHLB	Federal Home Loan Bank	Bank of the West	5/16/2022	2/16/2024	2.651	4,500,000.00	4,418,325.00
FHLB	Federal Home Loan Bank	Bank of the West	2/27/2023	2/27/2024	5.125	10,000,000.00	9,969,200.00
FHLB	Federal Home Loan Bank	Bank of the West	4/28/2022	4/19/2024	2.749	3,000,000.00	2,946,930.00
FHLB	Federal Home Loan Bank	Bank of the West	5/27/2021	2/27/2025	0.660	3,000,000.00	2,781,690.00
FHLB	Federal Home Loan Bank	Bank of the West	3/20/2023	6/20/2025	5.379	5,000,000.00	4,972,950.00
FHLB	Federal Home Loan Bank	Bank of the West	6/26/2023	6/26/2026	5.350	4,815,000.00	4,811,196.15
FHLB	Federal Home Loan Bank	Bank of the West	6/30/2023	6/30/2028	5.000	5,000,000.00	5,000,000.00
FHLMC	Freddie Mac	Bank of the West	7/28/2022	12/30/2024	3.350	4,000,000.00	3,869,400.00
FHLMC	Freddie Mac	Bank of the West	1/30/2023	1/27/2025	5.000	10,000,000.00	9,899,600.00
FHLMC	Freddie Mac	Bank of the West	9/21/2022	3/31/2025	4.320	5,000,000.00	4,930,550.00
FHLMC	Freddie Mac	Bank of the West	5/11/2023	5/9/2025	5.299	8,550,000.00	8,483,566.50
FHLMC	Freddie Mac	Bank of the West	6/6/2023	6/6/2025	5.320	5,000,000.00	4,977,350.00
FHLMC	Freddie Mac	Bank of the West	9/30/2022	9/30/2025	4.750	5,000,000.00	4,958,500.00
FHLMC	Freddie Mac	Bank of the West	3/13/2023	3/13/2026	5.625	10,000,000.00	9,935,600.00
TSY	US Treasury Bill	Bank of the West	4/25/2023	8/22/2023	5.011	19,679,361.11	19,856,600.00
TSY	US Treasury Bill	Bank of the West	3/3/2023	8/31/2023	5.054	9,756,152.78	9,915,400.00
TSY	US Treasury Bill	Bank of the West	6/2/2023	11/30/2023	5.307	9,743,583.33	9,783,500.00
TSY	US Treasury Bill	Bank of the West	7/28/2022	2/15/2024	2.957	3,991,953.27	3,934,680.00
Ckg	Worker's Comp Account	Bank of the West		7/1/2023	-	50,000.00	50,000.00
Ckg	Liability Account	California Bank & Trust		7/1/2023	-	8,500.00	8,500.00
						<u>\$ 203,538,474.18</u>	<u>\$ 202,198,845.38</u>

Average Weighted Yield to Maturity: 4.40%
Average Weighted Days to Maturity: 470.63

- (1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.
(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available at the Office of the Finance Director.

The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: 
Finance Director

City of Cypress

Changes in Cash/Investments

		4/30/2023	+RECEIPTS	(DISBURSEMENTS)	5/31/2023	+RECEIPTS	(DISBURSEMENTS)	6/30/2023
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	\$ 29,593,220	\$ 6,777,392	\$ (2,932,715)	\$ 33,437,897	\$ 2,494,583	\$ (3,838,843)	\$ 32,093,637
SPECIAL REVENUE								
115	PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212	CRPD-GENERAL FUND	17,097,571	689,447	(382,322)	17,404,696	177,046	(482,174)	17,099,568
213	CRPD-PARK DEVELOPMENT	233,739	432,000	-	665,739	-	-	665,739
221	TRAFFIC SAFETY	42,463	5,585	-	48,048	4,772	-	52,820
230	STREETS	6,923,494	340,727	(23,504)	7,240,717	226,011	(101,416)	7,365,312
251	LIGHTING DISTRICT #2	6,170,977	90,750	(123,807)	6,137,920	16,060	(103,257)	6,050,723
261	STORM DRAIN	1,349,104	28,760	(56,874)	1,320,990	29,714	(14,209)	1,336,495
262	PLANNED LOCAL DRAINAGE FACILITY	1,065,403	-	-	1,065,403	-	-	1,065,403
271	CORP CNTR MAINT DISTRICT #1	215,984	-	(6,072)	209,912	-	(6,131)	203,781
280	ASSET SEIZURE	1,300,989	3,607	(6,792)	1,297,804	106,020	(5,745)	1,398,079
291	CABLE TV FRANCHISE AGREEMENT	742,386	18,086	-	760,472	-	-	760,472
301	SUPPLEMENTAL LAW ENFORCEMENT	83,688	1,886	(7,253)	78,321	-	(11,990)	66,331
321	SEWER FUND	7,445,666	110,294	(58,001)	7,497,959	125,728	(135,349)	7,488,338
471	LOW AND MODERATE HSG ASSET	23,088	1,200	(2,557)	21,731	298	(4,617)	17,412
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	16,923,707	812,031	(1,078,502)	16,657,236	-	(296,077)	16,361,159
416	INFRASTRUCTURE RESERVE	71,570,844	-	(101,129)	71,469,715	-	-	71,469,715
TRUST AND AGENCY								
600	TRUST AND AGENCY	1,413,142	47,749	(17,388)	1,443,503	30,145	(21,628)	1,452,020
611	BUSINESS ASSESSMENT DISTRICT	5,864	-	-	5,864	-	-	5,864
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	32,595	1,000	(15)	33,580	1,500	(1,569)	33,511
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,920,040	221,210	(166,162)	3,975,088	258,536	(277,811)	3,955,813
720	CAPITAL REPLACEMENT	15,740,933	65,486	(166,500)	15,639,919	64,858	(218,939)	15,485,838
730	TECHNOLOGY IMPROVEMENT	2,289,081	-	-	2,289,081	-	-	2,289,081
750	EMPLOYEE BENEFITS	4,230,023	1,231,457	(542,051)	4,919,429	2,232,885	(1,578,130)	5,574,184
760	LIABILITY SELF INSURANCE	2,180,100	56,332	-	2,236,432	51,128	-	2,287,560
770	WORKERS COMP SELF INSURANCE	3,411,325	57,703	(60,485)	3,408,543	88,530	(80,256)	3,416,817
OTHER								
811/812	WESTCOMM JPA	4,440,459	85,680	(246,186)	4,279,953	157,723	(394,354)	4,043,322
		<u>\$ 198,605,736</u>	<u>\$ 11,078,382</u>	<u>\$ (5,978,315)</u>	<u>\$ 203,705,803</u>	<u>\$ 6,082,541</u>	<u>\$ (7,589,499)</u>	<u>\$ 202,198,845</u>

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of June 30, 2023

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	\$ 2,724,929	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,724,929	1.35%
FFCB	-	-	21,535,380	11,925,150	-	4,995,200	-	38,455,730	19.02%
FHLB	14,891,750	17,334,455	7,754,640	4,811,196	-	5,000,000	-	49,792,041	24.63%
FREDDIE MAC	-	-	32,160,467	14,894,100	-	-	-	47,054,567	23.27%
STATE POOL	20,681,398	-	-	-	-	-	-	20,681,398	10.23%
TSY	39,555,500	3,934,680	-	-	-	-	-	43,490,180	21.51%
Totals	\$ 77,853,577	\$ 21,269,135	\$ 61,450,487	\$ 31,630,446	\$ -	\$ 9,995,200	\$ -	\$ 202,198,845	100.00%
Percent	38.50%	10.52%	30.39%	15.64%	0.00%	4.94%	0.00%	100.00%	

CITY OF CYPRESS INTERFUND INVESTMENTS

As of June 30, 2023

Note No.	Note Outstanding		Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding *
	To	From					
2	CRPD	City	02/08/21	06/30/25	LAIF	\$ 12,800,000	\$ 4,950,986
3	CRPD	City	02/13/23	06/30/25	LAIF	\$ 1,275,000	\$ 655,774

Total Interfund Investments

\$ 5,606,760

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District General Fund to pay up to \$12.8 million for the construction of Lexington Park. Repayment by the Cypress Recreation and Park District will be made from future park development fees. Advances to date total \$12,278,000, and repayments to date total \$7,327,014.

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District General Fund to pay up to \$1.275 million for design costs associated with the rehabilitation of Arnold Cypress Park. Repayment by the Cypress Recreation and Park District will be made from additional Property Tax revenues resulting from the dissolution of the Successor Agency to the former Redevelopment Agency. Advances to date total \$655,774.

* Unaudited; amounts subject to change as part of finalizing the recording of actual FY 2022-23 transactions.

City of Cypress
Summary of Cash and Investments Held In Trust

As of June 30, 2023

<u>Fund</u>	<u>Type</u>	<u>Issuer</u>	<u>Maturity Date</u>	<u>One Year Return *</u>	<u>Cost Amount</u>	<u>Current Market Value</u>
<i>PARS Public Agencies Post-Employment Benefits Trust</i>						
<i>Trustee: Public Agency Retirement Services (PARS)</i>						
Section 115 Trust	Pension Trust	Various	Open	5.79%	<u>\$ 20,540,000.00</u>	<u>\$ 23,046,406.78</u>
			Total		<u><u>\$ 20,540,000.00</u></u>	<u><u>\$ 23,046,406.78</u></u>

* 12-month period ending with the current month.

City of Cypress

Summary of Cash and Investments

As of July 31, 2023

Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1) Ckg	General Operating Account	Bank of the West		8/1/2023	-	\$ 2,545,038.48	\$ 2,545,038.48
Pool	Local Agency Investment Fund	State Treasurer		8/1/2023	3.305	9,000,000.00	8,863,456.49
Pool	Local Agency Investment Fund	State Treasurer		8/1/2023	3.305	8,000,000.00	7,878,627.99
FFCB	Federal Farm Credit Bank	Bank of the West	2/21/2023	8/21/2024	4.875	10,000,000.00	9,922,900.00
FFCB	Federal Farm Credit Bank	Bank of the West	10/27/2022	10/17/2024	4.620	5,000,000.00	4,932,250.00
FFCB	Federal Farm Credit Bank	Bank of the West	1/10/2023	1/10/2025	4.310	3,010,800.00	2,968,410.00
FFCB	Federal Farm Credit Bank	Bank of the West	3/22/2021	3/17/2025	0.700	4,000,000.00	3,709,320.00
FFCB	Federal Farm Credit Bank	Bank of the West	1/13/2023	1/13/2026	4.000	2,000,000.00	1,964,240.00
FFCB	Federal Farm Credit Bank	Bank of the West	3/2/2023	3/2/2026	4.478	5,003,000.00	4,980,450.00
FFCB	Federal Farm Credit Bank	Bank of the West	6/23/2023	6/23/2026	4.820	5,000,000.00	4,973,800.00
FFCB	Federal Farm Credit Bank	Bank of the West	6/6/2023	6/6/2028	5.850	5,000,000.00	4,950,150.00
FFCB	Federal Farm Credit Bank	Bank of the West	6/30/2023	6/30/2028	5.000	5,000,000.00	4,908,250.00
FHLB	Federal Home Loan Bank	Bank of the West	2/16/2023	8/16/2023	4.881	9,763,694.44	9,978,900.00
FHLB	Federal Home Loan Bank	Bank of the West	5/9/2022	11/9/2023	2.611	5,000,000.00	4,965,250.00
FHLB	Federal Home Loan Bank	Bank of the West	5/16/2022	2/16/2024	2.651	4,500,000.00	4,433,715.00
FHLB	Federal Home Loan Bank	Bank of the West	2/27/2023	2/27/2024	5.125	10,000,000.00	9,981,900.00
FHLB	Federal Home Loan Bank	Bank of the West	4/28/2022	4/19/2024	2.749	3,000,000.00	2,951,520.00
FHLB	Federal Home Loan Bank	Bank of the West	5/27/2021	2/27/2025	0.660	3,000,000.00	2,784,120.00
FHLB	Federal Home Loan Bank	Bank of the West	3/20/2023	6/20/2025	5.379	5,000,000.00	4,971,550.00
FHLB	Federal Home Loan Bank	Bank of the West	6/26/2023	6/26/2026	5.350	4,815,000.00	4,806,188.55
FHLMC	Freddie Mac	Bank of the West	7/28/2022	12/30/2024	3.350	4,000,000.00	3,879,960.00
FHLMC	Freddie Mac	Bank of the West	1/30/2023	1/27/2025	5.000	10,000,000.00	9,882,800.00
FHLMC	Freddie Mac	Bank of the West	9/21/2022	3/31/2025	4.320	5,000,000.00	4,901,400.00
FHLMC	Freddie Mac	Bank of the West	5/11/2023	5/9/2025	5.299	8,550,000.00	8,471,340.00
FHLMC	Freddie Mac	Bank of the West	6/6/2023	6/6/2025	5.320	5,000,000.00	4,952,150.00
FHLMC	Freddie Mac	Bank of the West	9/30/2022	9/30/2025	4.750	5,000,000.00	4,929,650.00
FHLMC	Freddie Mac	Bank of the West	3/13/2023	3/13/2026	5.625	10,000,000.00	9,935,500.00
TSY	US Treasury Bill	Bank of the West	4/25/2023	8/22/2023	5.011	19,679,361.11	19,938,600.00
TSY	US Treasury Bill	Bank of the West	3/3/2023	8/31/2023	5.054	9,756,152.78	9,956,200.00
TSY	US Treasury Bill	Bank of the West	6/2/2023	11/30/2023	5.307	9,743,583.33	9,823,000.00
TSY	US Treasury Bill	Bank of the West	7/28/2022	2/15/2024	2.957	3,991,953.27	3,943,760.00
Ckg	Worker's Comp Account	Bank of the West		8/1/2023	-	50,000.00	50,000.00
Ckg	Liability Account	California Bank & Trust		8/1/2023	-	8,500.00	8,500.00
						<u>\$ 199,417,083.41</u>	<u>\$ 198,142,896.51</u>

Average Weighted Yield to Maturity: 4.46%
Average Weighted Days to Maturity: 452.42

- (1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.
(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available at the Office of the Finance Director.

The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: 
Finance Director

City of Cypress

Changes in Cash/Investments

		5/31/2023	+RECEIPTS	(DISBURSEMENTS)	6/30/2023	+RECEIPTS	(DISBURSEMENTS)	7/31/2023
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	\$ 33,437,897	\$ 2,823,198	\$ (3,840,266)	\$ 32,420,829	\$ 3,305,119	\$ (3,802,208)	\$ 31,923,740
SPECIAL REVENUE								
115	PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212	CRPD-GENERAL FUND	17,404,696	177,046	(879,431)	16,702,311	226,034	(481,731)	16,446,614
213	CRPD-PARK DEVELOPMENT	665,739	918	-	666,657	885	-	667,542
221	TRAFFIC SAFETY	48,048	4,772	-	52,820	-	-	52,820
230	STREETS	7,240,717	237,220	(101,416)	7,376,521	223,887	(90,333)	7,510,075
251	LIGHTING DISTRICT #2	6,137,920	29,644	(103,257)	6,064,307	36,805	(115,498)	5,985,614
261	STORM DRAIN	1,320,990	32,501	(14,867)	1,338,624	30,577	(10,127)	1,359,074
262	PLANNED LOCAL DRAINAGE FACILITY	1,065,403	1,875	-	1,067,278	1,807	-	1,069,085
271	CORP CNTR MAINT DISTRICT #1	209,912	-	(6,139)	203,773	-	(12,998)	190,775
280	ASSET SEIZURE	1,297,804	108,365	(5,745)	1,400,424	2,259	(9,541)	1,393,142
291	CABLE TV FRANCHISE AGREEMENT	760,472	-	-	760,472	-	-	760,472
301	SUPPLEMENTAL LAW ENFORCEMENT	78,321	134	(11,990)	66,465	129	(9,582)	57,012
321	SEWER FUND	7,497,959	138,803	(135,509)	7,501,253	155,016	(52,904)	7,603,365
471	LOW AND MODERATE HSG ASSET	21,731	335	(4,617)	17,449	1,377	(2,146)	16,679
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	16,657,236	-	(296,077)	16,361,159	-	(52,814)	16,308,345
416	INFRASTRUCTURE RESERVE	71,469,715	32,482	-	71,502,197	149,491	(4,635)	71,647,053
TRUST AND AGENCY								
600	TRUST AND AGENCY	1,443,503	30,687	(21,628)	1,452,562	49,435	(77,071)	1,424,926
611	BUSINESS ASSESSMENT DISTRICT	5,864	10	-	5,874	10	-	5,884
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	33,580	1,558	(1,569)	33,569	556	(764)	33,361
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,975,088	266,099	(279,343)	3,961,844	234,880	(174,683)	4,022,041
720	CAPITAL REPLACEMENT	15,639,919	64,858	(218,939)	15,485,838	62,616	(9,717)	15,538,737
730	TECHNOLOGY IMPROVEMENT	2,289,081	-	-	2,289,081	-	-	2,289,081
750	EMPLOYEE BENEFITS	4,919,429	2,239,897	(1,607,650)	5,551,676	1,199,966	(5,289,129)	1,462,513
760	LIABILITY SELF INSURANCE	2,236,432	51,128	-	2,287,560	51,126	-	2,338,686
770	WORKERS COMP SELF INSURANCE	3,408,543	88,530	(80,256)	3,416,817	60,811	(37,063)	3,440,565
OTHER								
811/812	WESTCOMM JPA	4,279,953	166,037	(394,354)	4,051,636	859,959	(475,750)	4,435,845
		<u>\$ 203,705,803</u>	<u>\$ 6,513,101</u>	<u>\$ (8,020,057)</u>	<u>\$ 202,198,847</u>	<u>\$ 6,652,745</u>	<u>\$ (10,708,694)</u>	<u>\$ 198,142,897</u>

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of July 31, 2023

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	\$ 2,603,539	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,603,539	1.31%
FFCB	-	-	21,532,880	11,918,490	-	9,858,400	-	43,309,770	21.86%
FHLB	14,944,150	17,367,135	7,755,670	4,806,189	-	-	-	44,873,144	22.65%
FREDDIE MAC	-	-	32,087,650	14,865,150	-	-	-	46,952,800	23.70%
STATE POOL	16,742,084	-	-	-	-	-	-	16,742,084	8.45%
TSY	43,661,560	0	-	-	-	-	-	43,661,560	22.04%
Totals	\$ 77,951,333	\$ 17,367,135	\$ 61,376,200	\$ 31,589,829	\$ -	\$ 9,858,400	\$ -	\$ 198,142,897	100.00%
Percent	39.34%	8.76%	30.98%	15.94%	0.00%	4.98%	0.00%	100.00%	

CITY OF CYPRESS INTERFUND INVESTMENTS

As of July 31, 2023

Note No.	Note Outstanding		Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding *
	To	From					
2	CRPD	City	02/08/21	06/30/25	LAIF	\$ 12,800,000	\$ 4,955,622
3	CRPD	City	02/13/23	06/30/25	LAIF	\$ 1,275,000	\$ 676,171

Total Interfund Investments

\$ 5,631,793

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District General Fund to pay up to \$12.8 million for the construction of Lexington Park. Repayment by the Cypress Recreation and Park District will be made from future park development fees. Advances to date total \$12,282,636, and repayments to date total \$7,327,014.

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District General Fund to pay up to \$1.275 million for design costs associated with the rehabilitation of Arnold Cypress Park. Repayment by the Cypress Recreation and Park District will be made from additional Property Tax revenues resulting from the dissolution of the Successor Agency to the former Redevelopment Agency. Advances to date total \$676,171.

* Unaudited; amounts subject to change as part of finalizing the recording of actual FY 2022-23 transactions.

City of Cypress
Summary of Cash and Investments Held In Trust

As of July 31, 2023

<u>Fund</u>	<u>Type</u>	<u>Issuer</u>	<u>Maturity Date</u>	<u>One Year Return *</u>	<u>Cost Amount</u>	<u>Current Market Value</u>
<i>PARS Public Agencies Post-Employment Benefits Trust</i>						
<i>Trustee: Public Agency Retirement Services (PARS)</i>						
Section 115 Trust	Pension Trust	Various	Open	2.75%	<u>\$ 20,540,000.00</u>	<u>\$ 23,381,293.29</u>
			Total		<u><u>\$ 20,540,000.00</u></u>	<u><u>\$ 23,381,293.29</u></u>

* 12-month period ending with the current month.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

9.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 08/28/2023

SUBJECT: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of June 10, 2023 through August 11, 2023

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of June 10, 2023 through August 11, 2023:

- Electronic Funds Transfers 13224 through 13574
- Warrants 62704 through 63231
- Payroll Transfers W1504 through W1508

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 presented monthly 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 June 10, 2023 through August 11, 2023 are \$13,676,229.30.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Payment Register for the Period 06-10-23 through 08-11-23

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13224	1178 - UNION BANK	\$ 53.86	Supplies/Citizens Academy 4/18	0429 6/7/23	\$ 53.86
13225	1178 - UNION BANK	\$ 233.82	Dinner(25)/Loft Grill/Citizen's Academy 4/19	0429(A) 6/7/23	\$ 233.82
13226	1178 - UNION BANK	\$ 24.99	Supplies/City Hall Breakroom 4/18	0429(B) 6/7/23	\$ 24.99
13227	1178 - UNION BANK	\$ 34.49	Supplies/Citizen's Academy 4/14	0429(C) 6/7/23	\$ 34.49
13228	1178 - UNION BANK	\$ 268.43	Imprinted Shirts(17)/Citizen's Academy Participants 4/27	0429(D) 6/7/23	\$ 268.43
13229	1178 - UNION BANK	\$ 275.84	Dinner(25)/Italia's Pizza Kitchen/Citizen's Academy 4/26	0429(E) 6/7/23	\$ 275.84
13230	1178 - UNION BANK	\$ 82.97	Food/Italia's Pizza Kitchen/Council Meeting 4/24	0429(F) 6/7/23	\$ 82.97
13231	1178 - UNION BANK	\$ 100.00	Sub/Mailchimp Email Distribution/Admin 4/23	0429(G) 6/7/23	\$ 100.00
13232	1178 - UNION BANK	\$ 825.00	Reg/Cypress Police Foundation Appreciation Lunch(12) 5/16	0429(H) 6/7/23	\$ 825.00
13233	1178 - UNION BANK	\$ 348.84	Dinner(25)/El Zarape/Citizen's Academy 5/3	0429(I) 6/7/23	\$ 348.84
13234	1178 - UNION BANK	\$ 208.69	Award Plaques(12)/Giveaways 5/8	0429(J) 6/7/23	\$ 208.69
13235	1178 - UNION BANK	\$ 66.32	City of Cypress Seal Plaque(1)/Elected Officials' Office 5/8	0429(K) 6/7/23	\$ 66.32
13236	1178 - UNION BANK	\$ 19.99	Sub/Dropbox/Shared Access Storage 5/8-6/8	0429(L) 6/7/23	\$ 19.99
13237	1178 - UNION BANK	\$ 191.80	Dinner(25)/Italia's Pizza Kitchen/Citizen's Academy 5/9	0429(M) 6/7/23	\$ 191.80
13238	1178 - UNION BANK	\$ 82.95	Food/Red Robin/Council Meeting 5/8	0429(N) 6/7/23	\$ 82.95
13239	1178 - UNION BANK	\$ 178.00	City of Cypress Seal Plaques(4)/Elected Officials Offices 5/24	0429(O) 6/7/23	\$ 178.00
13240	1178 - UNION BANK	\$ 413.00	Reg/First Aid/CPR(7) 5/10-5/31	0547 6/7/23	\$ 413.00
13241	1178 - UNION BANK	\$ 540.00	Reg/CA Park & Rec Society Awards Banquet(9) 4/27	0547(A) 6/7/23	\$ 540.00
13242	1178 - UNION BANK	\$ 751.68	Hotel/City Clerks Assoc of CA Conference/AF 4/11-4/14	0635 6/7/23	\$ 751.68
13243	1178 - UNION BANK	\$ 35.00	Fee/Notary Public Filing/AF 4/19/23-4/18/27	0635(A) 6/7/23	\$ 35.00
13244	1178 - UNION BANK	\$ 20.25	Disinfecting Wipes(3 Canisters)/Sr Center 4/12	1313 6/7/23	\$ 20.25

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13245	1178 - UNION BANK	\$ 1.89	Movie Rental(1)/Sr Center 4/19	1313(A) 6/7/23	\$ 1.89
13246	1178 - UNION BANK	\$ 33.88	Popcorn Bags(500)/Sr Center 5/2	1313(B) 6/7/23	\$ 33.88
13247	1178 - UNION BANK	\$ 1.89	Movie Rental(1)/Sr Center 5/10	1313(C) 6/7/23	\$ 1.89
13248	1178 - UNION BANK	\$ 77.55	PD Motor Gloves/Blemmon(2 Pr)/ MMcBain(1 Pr) 4/12	1586 6/7/23	\$ 77.55
13249	1178 - UNION BANK	\$ 76.02	PD Batteries(2)/Handheld Lasers 5/12	1586(A) 6/7/23	\$ 76.02
13250	1178 - UNION BANK	\$ 32.26	Supplies/Teens Night Out 4/16	1857 6/7/23	\$ 32.26
13251	1178 - UNION BANK	\$ 48.95	Food/Playground/Kids Night Out 4/21	1857(A) 6/7/23	\$ 48.95
13252	1178 - UNION BANK	\$ 33.17	Backdrop Curtains(2)/Youth Action Committee 5/7	1857(B) 6/7/23	\$ 33.17
13253	1178 - UNION BANK	\$ 380.36	Food/Youth Action Committee Banquet 5/13	1857(C) 6/7/23	\$ 380.36
13254	1178 - UNION BANK	\$ 531.00	Reg/First Aid/CPR(9) 5/12-5/31	1857(D) 6/7/23	\$ 531.00
13255	1178 - UNION BANK	\$ 146.70	Wristbands(500)/Day Camp 5/17	1857(E) 6/7/23	\$ 146.70
13256	1178 - UNION BANK	\$ 87.49	PD Dog Food(1 Bag)/Bono 4/15	2173 6/7/23	\$ 87.49
13257	1178 - UNION BANK	\$ 87.49	PD Dog Food(1 Bag)/Bono 5/1	2173(A) 6/7/23	\$ 87.49
13258	1178 - UNION BANK	\$ 191.78	PD Hotel/Criminal Investigation #DE23-00118/EC & SG 5/5	2957 6/7/23	\$ 191.78
13259	1178 - UNION BANK	\$ 97.51	PD Hotel/Criminal Investigation #DE23-00118/SR 5/5	2957(A) 6/7/23	\$ 97.51
13260	1178 - UNION BANK	\$ 191.78	PD Hotel/Criminal Investigation #DE23-00118/JH 5/5	2957(B) 6/7/23	\$ 191.78
13261	1178 - UNION BANK	\$ 44.22	PD Resort Fee/Criminal Investigation #DE23-00118/EC & SG 5/5	2957(C) 6/7/23	\$ 44.22
13262	1178 - UNION BANK	\$ 44.22	PD Resort Fee/Criminal Investigation #DE23-00118/SR 5/5	2957(D) 6/7/23	\$ 44.22
13263	1178 - UNION BANK	\$ 62.22	PD Resort Fee/Criminal Investigation #DE23-00118/JH 5/5	2957(E) 6/7/23	\$ 62.22
13264	1178 - UNION BANK	\$ 443.13	PD Svc/Vehicle Towing/Criminal Investigation #DR23-00118 5/6	2957(F) 6/7/23	\$ 443.13
13265	1178 - UNION BANK	\$ 8.70	W/C Sub/Business Analytics/Reporting Software 4/7-5/6	3874 6/7/23	\$ 8.70

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13266	1178 - UNION BANK	\$ 19.19			
			W/C Data Storage/Amazon Cloud 4/23	3874(A) 6/7/23	\$ 19.19
13267	1178 - UNION BANK	\$ 86.99			
			W/C Headset(1)/Returned	3874(B) 6/7/23	\$ 86.99
13268	1178 - UNION BANK	\$ 22.29			
			iPad Case(1)/NM 5/8	4519(A) 6/7/23	\$ 22.29
13269	1178 - UNION BANK	\$ 49.00			
			Reg/First Aid/CPR/TB 5/19	4522 6/7/23	\$ 49.00
13270	1178 - UNION BANK	\$ 177.00			
			Reg/First Aid/CPR/MM & KD & AP 5/19	4522(A) 6/7/23	\$ 177.00
13271	1178 - UNION BANK	\$ 10.00			
			Sub/Box/Staff Document Review/Engineering 4/29-5/28	4595 6/7/23	\$ 10.00
13272	1178 - UNION BANK	\$ 1,800.00			
			Svc/Quickbase/Bldg/Public Works 5/23	4595(A) 6/7/23	\$ 1,800.00
13273	1178 - UNION BANK	\$ 110.19			
			Food/Youth Action Committee Banquet 5/11	4729 6/7/23	\$ 110.19
13274	1178 - UNION BANK	\$ 25.00			
			Gift Cards(5)/Teens Night Out 4/21	4729(A) 6/7/23	\$ 25.00
13275	1178 - UNION BANK	\$ 42.95			
			Food/Art Show Reception 4/20	4729(B) 6/7/23	\$ 42.95
13276	1178 - UNION BANK	\$ 45.00			
			Reg/Brochure Exchange/CP & AT & AC 5/3	4729(C) 6/7/23	\$ 45.00
13277	1178 - UNION BANK	\$ 195.00			
			PD Reg/Armorer School-Glock/TM 4/21	4950 6/7/23	\$ 195.00
13278	1178 - UNION BANK	\$ 808.20			
			PD Hotel/Emergency Vehicle Operators Training/NT 4/23-4/29	4950(A) 6/7/23	\$ 808.20
13279	1178 - UNION BANK	\$ 808.20			
			PD Hotel/Emergency Vehicle Operators Training/BR 4/23-4/29	4950(B) 6/7/23	\$ 808.20
13280	1178 - UNION BANK	\$ 583.43			
			PD Reusable Balloon Decor/Open House 5/15	4950(C) 6/7/23	\$ 583.43
13281	1178 - UNION BANK	\$ 247.83			
			PD Stickers(900)/Community Promotion 5/18	4950(D) 6/7/23	\$ 247.83
13282	1178 - UNION BANK	\$ 35.45			
			Lunch Meeting(2)/PG & SM 4/21	5395 6/7/23	\$ 35.45
13283	1178 - UNION BANK	\$ 57.14			
			Dues/Women's Club of Cypress/PG 2023	5395(A) 6/7/23	\$ 57.14
13284	1178 - UNION BANK	\$ 1.99			
			PD Sub/OneDrive/Photo Storage 4/23	5911 6/7/23	\$ 1.99
13285	1178 - UNION BANK	\$ 303.96			
			PD Airfare/Supervisory Leadership Institute/JO 5/17-5/20	8179 6/7/23	\$ 303.96
13286	1178 - UNION BANK	\$ 320.70			
			PD Hotel/Supervisory Leadership Institute/JO 5/17-5/20	8179(A) 6/7/23	\$ 320.70

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13287	1178 - UNION BANK	\$ 159.00	PD Reg/Sealing & Expunging Records/KA 4/25	8179(B) 6/7/23	\$ 159.00
13288	1178 - UNION BANK	\$ 119.25	PD Reg/Sealing & Expunging Records/MC 4/25	8179(C) 6/7/23	\$ 119.25
13289	1178 - UNION BANK	\$ 259.00	PD Reg/Intro to Law Enforcement Records Mgmt/PA 6/7	8179(D) 6/7/23	\$ 259.00
13290	1178 - UNION BANK	\$ 120.00	Reg/CA Park & Rec Society Consortium(8) 5/6	8202(A) 6/7/23	\$ 120.00
13291	1178 - UNION BANK	\$ 116.01	Volleyballs(3)/Youth Sports 4/21	8202 6/7/23	\$ 116.01
13292	1178 - UNION BANK	\$ 172.30	Basketballs(2)/Youth Sports 5/4	8202(B) 6/7/23	\$ 172.30
13293	1178 - UNION BANK	\$ 59.00	Reg/First Aid/CPR/EP 5/12	8202(C) 6/7/23	\$ 59.00
13294	1178 - UNION BANK	\$ 59.00	Reg/First Aid/CPR/AE 5/12	8202(D) 6/7/23	\$ 59.00
13295	1178 - UNION BANK	\$ 47.38	PD Portfolio Bags(2)/Watch Command Maps 4/18	8886 6/7/23	\$ 47.38
13296	1178 - UNION BANK	\$ 14.10	PD Packing Tape(6 Rls) 4/20	8886(A) 6/7/23	\$ 14.10
13297	1178 - UNION BANK	\$ 10.38	PD Face Paint Stencils(7)/Open House 5/20	8886(B) 6/7/23	\$ 10.38
13298	1178 - UNION BANK	\$ 32.30	PD Face Paint Stencils(222)/Open House 4/21	8886(C) 6/7/23	\$ 32.30
13299	1178 - UNION BANK	\$ 15.35	PD Computer Cables(3)/PACE Program 4/27	8886(E) 6/7/23	\$ 15.35
13300	1178 - UNION BANK	\$ 12.92	PD Key Tags(10)/Radio Emergency Service Program 5/8	8886(F) 6/7/23	\$ 12.92
13301	1178 - UNION BANK	\$ 11.83	PD Calendar(1)/JH 5/4	8886(G) 6/7/23	\$ 11.83
13302	1178 - UNION BANK	\$ 3.00	PD Electrical Tape(1 RI)/Radio Emergency Services Program 5/3	8886(H) 6/7/23	\$ 3.00
13303	1178 - UNION BANK	\$ 11.84	PD Wire(100 Ft)/Radio Emergency Services Program 5/3	8886(I) 6/7/23	\$ 11.84
13304	1178 - UNION BANK	\$ 150.00	Sub/Property Data/Code Enforcement 4/23	9183 6/7/23	\$ 150.00
13305	1178 - UNION BANK	\$ 595.00	Reg/CA Local Economic Development Conference/AV 6/21-6/23	9183(A) 6/7/23	\$ 595.00
13306	1178 - UNION BANK	\$ 595.00	Reg/CA Local Economic Development Conf/RR Cancelled	9183(B) 6/7/23	\$ 595.00
13307	1178 - UNION BANK	\$ 50.00	PD Svc/Fastrack Replenishment 4/17	9480 6/7/23	\$ 50.00

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13308	1178 - UNION BANK	\$ 100.00			
			PD Dues/CA Narcotic Officers Assoc/MC 2023	9480(A) 6/7/23	\$ 100.00
13309	1178 - UNION BANK	\$ 6.30			
			iPad Business Card Holders(3)/NM & KG & KC 5/4	4519 6/7/23	\$ 6.30
13310	1178 - UNION BANK	\$ 6.45			
			PD Black Fabric(1 Yd)/Photography Background 4/27	5911(A) 6/7/23	\$ 6.45
13311	1178 - UNION BANK	\$ 126.30			
			PD Charging Cables(30)/Digital Audio Recorders 4/25	8886(D) 6/7/23	\$ 126.30
13312	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,878.46			
			Workers Comp Claims/Professional Svcs/#26410-26455	Reimb 6/23/23	\$ 3,878.46
13313	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 6,908.42			
			Workers Comp Claims/Medical/#26410-26455	Reimb(A) 6/23/23	\$ 6,908.42
13314	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 6,211.38			
			Workers Comp Claims/Permanent Disability/#26410-26455	Reimb(B) 6/23/23	\$ 6,211.38
13315	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 10,986.25			
			Monthly Retiree Health Savings 6/23	6/23	\$ 10,986.25
13316	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 1,200.00			
			Deferred Comp/Exec Mgmt 6/23	401a-6/23	\$ 1,200.00
13317	1480 - ARCO BUSINESS SOLUTIONS	\$ 18,196.52			
			Fuel/Police 5/3-6/2	NP64489971(C)	\$ 18,196.52
13318	1480 - ARCO BUSINESS SOLUTIONS	\$ 2,199.87			
			Fuel/Maint 5/3-6/2	NP64489971(B)	\$ 2,199.87
13319	1480 - ARCO BUSINESS SOLUTIONS	\$ 71.50			
			Fuel/Engineering 5/3-6/2	NP64489971(A)	\$ 71.50
13320	1480 - ARCO BUSINESS SOLUTIONS	\$ 130.60			
			Fuel/Community Development 5/3-6/2	NP64489971	\$ 130.60
13321	2271 - JURADO, MICHAEL	\$ 50.40			
			Refund/Plan Check #BS-23-690	Rfd 6/23/23	\$ 50.40
13322	2280 - REYES, SANTIAGO	\$ 500.00			
			Refund/Recycling Deposit/5151 Olga Ave	Rfd 6/23/23	\$ 500.00
13323	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 1,796.04			
			PD Svc/Alarm Permit & False Alarm Collections 5/23	5/23	\$ 1,796.04
13324	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 27,651.89			
			Workers Comp Claims/Professional Svcs/#26456-26469	Reimb(C) 6/23/23	\$ 27,651.89
13325	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 1,986.37			
			Workers Comp Claims/Medical/#26456-26469	Reimb(D) 6/23/23	\$ 1,986.37
13326	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 1,156.14			
			Workers Comp Claims/Permanent Disability/#26456-26469	Reimb(E) 6/23/23	\$ 1,156.14
13327	145 - AUSTIN, CHERYL	\$ 56.52			
			W/C Retiree Health Care Benefits 7/23	7/23	\$ 56.52
13328	128744 - AYRES, RICHARD	\$ 300.00			
			Retiree Health Care Benefits 7/23	7/23	\$ 300.00

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13329	102038 - BALDWIN, DARRELL	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13330	102087 - BISH, EDWARD	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13331	100101 - BRUCE, THOMAS M	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13332	129695 - COTE, ROBERT	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13333	128938 - COX, RODNEY	\$ 56.87	Retiree Health Care Benefits 7/23	7/23	\$ 56.87
13334	104003 - ESSEX, CLARE	\$ 433.92	Retiree Health Care Benefits 7/23	7/23	\$ 433.92
13335	128044 - FORNISS, DANIEL	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13336	129816 - FOSTER, SCOTT	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13337	112129 - HERNANDEZ, ALEX	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13338	100667 - LASSALLE, ISMAEL	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13339	123656 - MANUEL, DEAN	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13340	129700 - MCSHANE, CHRIS	\$ 232.96	Retiree Health Care Benefits 7/23	7/23	\$ 232.96
13341	2017 - MINIKUS, SCOTT	\$ 294.34	Reimb/Medical Premiums 7/23	7/23	\$ 294.34
13342	128832 - MORALES, PAULO	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13343	122 - MORROW, RICHARD L	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13344	129608 - OLSON, JAMES	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13345	128784 - RAMSEY, KENNETH	\$ 125.00	Retiree Health Care Benefits 7/23	7/23	\$ 125.00
13346	119027 - RAMSEY, STEVE	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13347	180 - SWIFT, JEFF	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13348	1024 - VALLEY VISTA SERVICES, INC	\$ 219,160.04	Waste Disposal Fee 5/23	5/23	\$ 219,160.04
13349	105121 - VIGIL, FELIX	\$ 300.00	Retiree Health Care Benefits 7/23	7/23	\$ 300.00

**City of Cypress
Payment Register
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13350	129666 - WALQUIST, BRIAN	\$ 300.00			
			Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13351	40 - WARLAND INVESTMENTS COMPANY	\$ 37,500.00			
			Development Assistance 7/23	7/23	\$ 37,500.00
13352	122756 - WINTERSOLE, MICHAEL	\$ 300.00			
			Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13353	342 - WU, ALEX	\$ 300.00			
			Retiree Health Care Benefits 7/23	7/23	\$ 300.00
13354	2285 - FREEDOM FOREVER	\$ 342.00			
			Refund/Permit #BS-23-238	Rfd 7/7/23	\$ 342.00
13355	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 159,119.45			
			Med Insurance/City & Dist 7/23	17202734	\$ 159,119.45
13356	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 14,867.31			
			Med Insurance/West Comm 7/23	17202860	\$ 14,867.31
13357	1480 - ARCO BUSINESS SOLUTIONS	\$ 16,251.89			
			Fuel/Police 6/3-7/2	NP64673128(C)	\$ 16,251.89
13358	1480 - ARCO BUSINESS SOLUTIONS	\$ 1,885.10			
			Fuel/Maint 6/3-7/2	NP64673128(A)	\$ 1,885.10
13359	1480 - ARCO BUSINESS SOLUTIONS	\$ 112.21			
			Fuel/Recreation 6/3-7/2	NP64673128(B)	\$ 112.21
13360	1480 - ARCO BUSINESS SOLUTIONS	\$ 131.05			
			Fuel/Community Development 6/3-7/2	NP64673128	\$ 131.05
13361	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	\$ 1,265.82			
			Svc/Business License Tax Admin 5/23	MAY23	\$ 1,265.82
13362	128823 - PETTY CASH	\$ 11.15			
			Postage/Priority Mail/Maint 2/22	51012	\$ 11.15
13363	128823 - PETTY CASH	\$ 10.93			
			Svc/Print/PD Maps(4) 4/2	51013	\$ 10.93
13364	128823 - PETTY CASH	\$ 28.75			
			Postage/Overnight Comm Development 4/25	53402	\$ 28.75
13365	128823 - PETTY CASH	\$ 9.65			
			Postage/Priority Mail/Comm Development 4/27	53403	\$ 9.65
13366	128823 - PETTY CASH	\$ 66.73			
			Food/Citizens Academy 5/3	52816	\$ 66.73
13367	128823 - PETTY CASH	\$ 12.50			
			Postage/Vanco/Arrow Board Controller Repair 10/25	52771	\$ 12.50
13368	128823 - PETTY CASH	\$ 17.10			
			Postage/SC Yamamoto/Backflow Inspection Notices 1/24	52772	\$ 17.10
13369	128823 - PETTY CASH	\$ 16.79			
			PD Glass/Broken Picture Frame Repair 4/25	53198	\$ 16.79
13370	128823 - PETTY CASH	\$ 75.00			
			Svc/Dry Clean/Tablecloths(15)/Sr Center 12/21	53249	\$ 75.00

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13371	128823 - PETTY CASH	\$ 45.00	Svc/Dry Clean/Tablecloths(9)/Sr Center 1/4	53250	\$ 45.00
13372	128823 - PETTY CASH	\$ 105.00	Svc/Dry Clean/Tablecloths(21)/Sr Center 3/1	53251	\$ 105.00
13373	128823 - PETTY CASH	\$ 55.00	Svc/Dry Clean/Tablecloths(11)/Comm Center 3/30	53252	\$ 55.00
13374	128823 - PETTY CASH	\$ 45.00	Svc/Dry Clean/Tablecloths(9)/Sr Center 3/11	53253	\$ 45.00
13375	128823 - PETTY CASH	\$ 90.00	Svc/Dry Clean/Tablecloths(18)/Sr Center 4/24	53254	\$ 90.00
13376	128823 - PETTY CASH	\$ 50.00	Svc/Dry Clean/Tablecloths(10)/Sr Center 5/4	53255	\$ 50.00
13377	128823 - PETTY CASH	\$ 65.56	Games(19)/Day Camp 5/23	53256	\$ 65.56
13378	128823 - PETTY CASH	\$ 39.96	Food/In-Service Training/Summer Staff 5/30	53257	\$ 39.96
13379	128823 - PETTY CASH	\$ 30.71	Supplies/Playground 6/7	53258	\$ 30.71
13380	128823 - PETTY CASH	\$ 47.41	Supplies/Playground 5/23	53259	\$ 47.41
13381	128823 - PETTY CASH	\$ 12.33	Supplies/Playground 6/8	53260	\$ 12.33
13382	128823 - PETTY CASH	\$ 8.75	Spray Paint(1 Can)/Playground 6/7	53261	\$ 8.75
13383	128823 - PETTY CASH	\$ 32.37	Supplies/Playground 6/8	53262	\$ 32.37
13384	128823 - PETTY CASH	\$ 29.06	Clipboards(9)/Playground 6/8	53263	\$ 29.06
13385	128823 - PETTY CASH	\$ 525.00	Reimb/PD SIU Petty Cash 7/1/22-6/30/23	Reimb 2022-23	\$ 525.00
13386	2170 - US BANK	\$ 117.45	Meals(7)/Italia's Pizza Kitchen/Council Meeting 6/5	1293 6/24/23	\$ 117.45
13387	2170 - US BANK	\$ 342.56	Meals(25)/The Kebab Shop/Citizens Academy 6/7	1293(A) 6/24/23	\$ 342.56
13388	2170 - US BANK	\$ 650.00	Reg/2023 League of CA Cities Annual Conference/DB 9/20-9/22	1293(B) 6/24/23	\$ 650.00
13389	2170 - US BANK	\$ 19.99	Sub/Dropbox/Shared Access Storage 6/8-7/8	1293(C) 6/24/23	\$ 19.99
13390	2170 - US BANK	\$ 15.51	Supplies/2022 Employee Service Award 5/11	2873 6/24/23	\$ 15.51
13391	2170 - US BANK	\$ 71.08	Supplies/2022 Employee Service Award 5/12	2873(A) 6/24/23	\$ 71.08

**City of Cypress
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06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13392	2170 - US BANK	\$ 6.45			
			Supplies/2022 Employee Service Award 5/12	2873(B) 6/24/23	\$ 6.45
13393	2170 - US BANK	\$ 161.61			
			Supplies/2022 Employee Service Award 5/18	2873(C) 6/24/23	\$ 161.61
13394	2170 - US BANK	\$ 7.57			
			Postage/POST Testing/Officer Trainee 5/25	2873(D) 6/24/23	\$ 7.57
13395	2170 - US BANK	\$ 97.06			
			Supplies/2022 Employee Service Award 6/3	2873(E) 6/24/23	\$ 97.06
13396	2170 - US BANK	\$ 129.00			
			Blue Book(1)/Govt Finance Officers Assoc Standards 5/12	3071 6/24/23	\$ 129.00
13397	2170 - US BANK	\$ 180.45			
			External MDC Drives(5)/PD Investigations 5/22	5350 6/24/23	\$ 180.45
13398	2170 - US BANK	\$ 97.81			
			Batteries(28)/Label Maker(1)/Headset(1) 6/2	5350(A) 6/24/23	\$ 97.81
13399	2170 - US BANK	\$ 95.89			
			Laptop Battery(1)/AV 6/18	5350(B) 6/24/23	\$ 95.89
13400	2170 - US BANK	\$ 524.00			
			Measuring App(1)/Measuring Stick(1)/Traffic Engineering 5/25	8756 6/24/23	\$ 524.00
13401	2170 - US BANK	\$ 100.00			
			Reg/City Engineers Assoc of OC Meeting/NM & DC 6/5	9131 6/24/23	\$ 100.00
13402	168 - CalPERS-Fiscal Services Division	\$ 744.00			
			PD Classic Survivor Benefits 2022-23	17210621	\$ 744.00
13403	168 - CalPERS-Fiscal Services Division	\$ 770.40			
			PD PEPRA Survivor Benefits 2022-23	17209939	\$ 770.40
13404	168 - CalPERS-Fiscal Services Division	\$ 1,695,738.00			
			Pre-Pay/Unfunded Accrued Liability/City Misc Plan 2023-24	Reimb 7/28/23	\$ 1,695,738.00
13405	168 - CalPERS-Fiscal Services Division	\$ 2,467,717.00			
			Pre-Pay/Unfunded Accrued Liability/City Safety Plan 2023-24	Reimb(A) 7/28/23	\$ 2,467,717.00
13406	168 - CalPERS-Fiscal Services Division	\$ 279,964.00			
			Pre-Pay/Unfunded Accrued Liability/CRPD Misc Plan 2023-24	Reimb(B) 7/28/23	\$ 279,964.00
13407	168 - CalPERS-Fiscal Services Division	\$ 6,742.00			
			Pre-Pay/Unfunded Accrued Liability/City Safety Plan/PEPRA 23-24	Reimb(C) 7/28/23	\$ 6,742.00
13408	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 4,453.68			
			Workers Comp Claims/Professional Svcs/#26470-26539	Reimb 7/21/23	\$ 4,453.68
13409	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 14,745.97			
			Workers Comp Claims/Medical/#26470-26539	Reimb(A) 7/21/23	\$ 14,745.97
13410	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 9,182.84			
			Workers Comp Claims/Permanent Disability/#26470-26539	Reimb(B) 7/21/23	\$ 9,182.84
13411	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 7.07			
			Workers Comp Claims/Temporary Disability/#26470-26539	Reimb(C) 7/21/23	\$ 7.07
13412	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 11,080.00			
			Monthly Retiree Health Savings 7/23	7/23	\$ 11,080.00

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13413	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 1,200.00			
			Deferred Comp/Exec Mgmt 7/23	401a-7/23	\$ 1,200.00
13414	168 - CalPERS-Fiscal Services Division	\$ 117,318.00			
			W/C Pre-Pay/Unfunded Accrued Liability 2023-24	Reimb(D) 7/28/23	\$ 117,318.00
13415	145 - AUSTIN, CHERYL	\$ 56.52			
			W/C Retiree Health Care Benefits 8/23	8/23	\$ 56.52
13416	128744 - AYRES, RICHARD	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13417	102038 - BALDWIN, DARRELL	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13418	102087 - BISH, EDWARD	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13419	100101 - BRUCE, THOMAS M	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13420	129695 - COTE, ROBERT	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13421	128938 - COX, RODNEY	\$ 56.87			
			Retiree Health Care Benefits 8/23	8/23	\$ 56.87
13422	104003 - ESSEX, CLARE	\$ 433.92			
			Retiree Health Care Benefits 8/23	8/23	\$ 433.92
13423	128044 - FORNISS, DANIEL	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13424	129816 - FOSTER, SCOTT	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13425	112129 - HERNANDEZ, ALEX	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13426	100667 - LASSALLE, ISMAEL	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13427	123656 - MANUEL, DEAN	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13428	129700 - MCSHANE, CHRIS	\$ 232.96			
			Retiree Health Care Benefits 8/23	8/23	\$ 232.96
13429	2017 - MINIKUS, SCOTT	\$ 617.57			
			Refund/Overpayment 6/15	Reimb(A) 8/1/23	\$ 39.95
			Reimb/Hotel/Meals/So Cal Assoc of Government Conf 5/3-5/5	Reimb 8/1/23	\$ 283.28
			Reimb/Medical Premiums 8/23	8/23	\$ 294.34
13430	128832 - MORALES, PAULO	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13431	122 - MORROW, RICHARD L	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13432	129608 - OLSON, JAMES	\$ 300.00			
			Retiree Health Care Benefits 8/23	8/23	\$ 300.00

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13433	128784 - RAMSEY, KENNETH	\$ 125.00	Retiree Health Care Benefits 8/23	8/23	\$ 125.00
13434	119027 - RAMSEY, STEVE	\$ 300.00	Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13435	180 - SWIFT, JEFF	\$ 300.00	Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13436	1024 - VALLEY VISTA SERVICES, INC	\$ 219,160.00	Waste Disposal Fee 6/23	6/23	\$ 219,160.00
13437	105121 - VIGIL, FELIX	\$ 300.00	Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13438	129666 - WALQUIST, BRIAN	\$ 300.00	Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13439	40 - WARLAND INVESTMENTS COMPANY	\$ 37,512.00	Development Assistance 8/23	8/23	\$ 37,500.00
			Rental/PD Substation 7/1/22-6/30/23	007070	\$ 12.00
13440	122756 - WINTERSOLE, MICHAEL	\$ 300.00	Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13441	342 - WU, ALEX	\$ 300.00	Retiree Health Care Benefits 8/23	8/23	\$ 300.00
13442	1178 - UNION BANK	\$ 350.44	Dinner(25)/Red Robin/Citizen's Academy 5/17	0429 7/7/23	\$ 350.44
13443	1178 - UNION BANK	\$ 6.40	Food/Council Meetings 5/22	0429(A) 7/7/23	\$ 6.40
13444	1178 - UNION BANK	\$ 100.00	Sub/Mailchimp Email Distribution/Admin 5/23	0429(B) 7/7/23	\$ 100.00
13445	1178 - UNION BANK	\$ 304.69	Custom EZ Up(1)/City Events 6/12	0429(C) 7/7/23	\$ 304.69
13446	1178 - UNION BANK	\$ 11.98	Water(80 Btls)/Council Meetings 5/26	0429(D) 7/7/23	\$ 11.98
13447	1178 - UNION BANK	\$ 224.95	Dinner(25)/Togo's/Citizens Academy 5/31	0429(E) 7/7/23	\$ 224.95
13448	1178 - UNION BANK	\$ 650.00	Reg/League of CA Cities Annual Conf/SM/Cancelled 9/20-9/22	0429(F) 7/7/23	\$ 650.00
13449	1178 - UNION BANK	\$ 650.00	Reg/League of CA Cities Annual Conference/FM 9/20-9/22	0429(G) 7/7/23	\$ 650.00
13450	1178 - UNION BANK	\$ 650.00	Reg/League of CA Cities Annual Conference/PG 9/20-9/22	0429(H) 7/7/23	\$ 650.00
13451	1178 - UNION BANK	\$ 102.85	Imprinted Shirts(2)/BP/Reimbursed 6/13	0429(I) 7/7/23	\$ 102.85
13452	1178 - UNION BANK	\$ 43.05	Banner(1)/Salute to America 5/22	0547 7/7/23	\$ 43.05

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13453	1178 - UNION BANK	\$ 19.38			
			Ice Scoop Holder(1)/Community Center Kitchen 5/22	0547(A) 7/7/23	\$ 19.38
13454	1178 - UNION BANK	\$ 8.49			
			Window Blinds Repair Kit(1)/Community Center 5/22	0547(B) 7/7/23	\$ 8.49
13455	1178 - UNION BANK	\$ 527.29			
			Themed Shirts(37)/Recreation Staff 5/30	0547(C) 7/7/23	\$ 527.29
13456	1178 - UNION BANK	\$ 219.04			
			Chair Casters(4)/Community Center 6/2	0547(D) 7/7/23	\$ 219.04
13457	1178 - UNION BANK	\$ 989.32			
			Imprinted Totes(375)/Sr Center 30th Anniversary 5/25	1313 7/7/23	\$ 989.32
13458	1178 - UNION BANK	\$ 60.75			
			Supplies/Concerts on the Green 6/10	1313(A) 7/7/23	\$ 60.75
13459	1178 - UNION BANK	\$ 23.68			
			Supplies/Sr Center 6/6	1313(B) 7/7/23	\$ 23.68
13460	1178 - UNION BANK	\$ 59.90			
			Food/Sr Center 30th Anniversary 6/6	1313(C) 7/7/23	\$ 59.90
13461	1178 - UNION BANK	\$ 202.57			
			Art Hanging Gallery System(1)/Sr Center 6/9	1313(D) 7/7/23	\$ 202.57
13462	1178 - UNION BANK	\$ 28.45			
			Supplies/Summerfest 6/9	1313(E) 7/7/23	\$ 28.45
13463	1178 - UNION BANK	\$ 6.47			
			Supplies/Summerfest 6/9	1313(F) 7/7/23	\$ 6.47
13464	1178 - UNION BANK	\$ 11.99			
			Assorted Candy(2 Lbs)/Sr Center 30th Anniversary 6/13	1313(G) 7/7/23	\$ 11.99
13465	1178 - UNION BANK	\$ 17.52			
			Assorted Candy(160 Pcs)/Sr Center 30th Anniversary 6/12	1313(H) 7/7/23	\$ 17.52
13466	1178 - UNION BANK	\$ 30.15			
			Supplies/Sr Center Resource Fair 6/13	1313(I) 7/7/23	\$ 30.15
13467	1178 - UNION BANK	\$ 32.31			
			Supplies/Sr Center 6/11	1313(J) 7/7/23	\$ 32.31
13468	1178 - UNION BANK	\$ 10.99			
			Photo Backdrop(1)/Sr Center 6/12	1313(K) 7/7/23	\$ 10.99
13469	1178 - UNION BANK	\$ 1.89			
			Movie Rental(1)/Sr Center 6/9	1313(L) 7/7/23	\$ 1.89
13470	1178 - UNION BANK	\$ 8.95			
			Hard Candy(4 Oz)/Sr Center 30th Anniversary 6/15	1313(M) 7/7/23	\$ 8.95
13471	1178 - UNION BANK	\$ 26.93			
			Supplies/Resource Fair 6/13	1313(N) 7/7/23	\$ 26.93
13472	1178 - UNION BANK	\$ (7.78)			
			PD Credit/PVC Pipes(2) 5/30	1586 7/7/23	\$ (7.78)
13473	1178 - UNION BANK	\$ 27.17			
			PD Supplies/Serious Traffic Accident Response Team 5/30	1586(A) 7/7/23	\$ 27.17

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13474	1178 - UNION BANK	\$ 21.55			
			Supplies/Teens Night Out 5/18	1857 7/7/23	\$ 21.55
13475	1178 - UNION BANK	\$ 20.20			
			Supplies/Teens Night Out 5/18	1857(A) 7/7/23	\$ 20.20
13476	1178 - UNION BANK	\$ 427.80			
			Supplies/Playground 5/31	1857(B) 7/7/23	\$ 427.80
13477	1178 - UNION BANK	\$ 333.40			
			Supplies/Day Camp 5/31	1857(C) 7/7/23	\$ 333.40
13478	1178 - UNION BANK	\$ 87.49			
			PD Dog Food(1 Bag)/Bono 5/28	2173 7/7/23	\$ 87.49
13479	1178 - UNION BANK	\$ (86.99)			
			W/C Credit/Headset(1) 5/24	3874 7/7/23	\$ (86.99)
13480	1178 - UNION BANK	\$ 125.00			
			W/C Reg/Dispatch Customer Service Online/JN 5/23	3874(A) 7/7/23	\$ 125.00
13481	1178 - UNION BANK	\$ 125.00			
			W/C Reg/Dispatch Wellness Online/JN 5/23	3874(B) 7/7/23	\$ 125.00
13482	1178 - UNION BANK	\$ 8.70			
			W/C Sub/Business Analytics/Reporting Software 5/7-6/6	3874(C) 7/7/23	\$ 8.70
13483	1178 - UNION BANK	\$ 130.30			
			W/C Headset(1) 5/31	3874(D) 7/7/23	\$ 130.30
13484	1178 - UNION BANK	\$ 442.80			
			W/C Computer Monitors(2)/Dispatch Manager 6/7	3874(E) 7/7/23	\$ 442.80
13485	1178 - UNION BANK	\$ 19.50			
			W/C Data Storage/Amazon Cloud 5/23	3874(F) 7/7/23	\$ 19.50
13486	1178 - UNION BANK	\$ 74.32			
			W/C Paper Towels(2.4K)/Binders(4)/Notepads(12) 6/7	3874(G) 7/7/23	\$ 74.32
13487	1178 - UNION BANK	\$ 79.11			
			PD Dog Food(1 Bag)/Kubo 5/18	4268 7/7/23	\$ 79.11
13488	1178 - UNION BANK	\$ 28.10			
			Paper Towel Dispenser(1)/Floating Shelf(1)/Engineering 5/17	4519 7/7/23	\$ 28.10
13489	1178 - UNION BANK	\$ 6.30			
			iPad Business Card Holders(3)/DC& BB & ED 5/17	4519(A) 7/7/23	\$ 6.30
13490	1178 - UNION BANK	\$ 8.61			
			Sink Strainer(1)/Engineering 5/17	4519(B) 7/7/23	\$ 8.61
13491	1178 - UNION BANK	\$ 50.00			
			Reg/Labor Compliance for Local Public Agencies/KC 6/13-6/15	4519(C) 7/7/23	\$ 50.00
13492	1178 - UNION BANK	\$ 956.40			
			Imprinted Coasters(400)/Concert Giveaways 6/12	4522 7/7/23	\$ 956.40
13493	1178 - UNION BANK	\$ 491.71			
			Imprinted Mini Flyer Discs(500)/Farmers Market 6/15	4522(A) 7/7/23	\$ 491.71
13494	1178 - UNION BANK	\$ 28.00			
			Supplies/Sr Center 30th Anniversary 6/5	4522(B) 7/7/23	\$ 28.00

**City of Cypress
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13495	1178 - UNION BANK	\$ 11.03	Supplies/Sr Center 30th Anniversary 6/6	4522(C) 7/7/23	\$ 11.03
13496	1178 - UNION BANK	\$ 10.00	Sub/Box/Staff Document Review/Engineering 5/29-6/28	4595 7/7/23	\$ 10.00
13497	1178 - UNION BANK	\$ 1,800.00	Svc/Quickbase/Bldg/Public Works 6/23	4595(A) 7/7/23	\$ 1,800.00
13498	1178 - UNION BANK	\$ 34.96	Food/Playground/Kids Night Out 5/19	4729 7/7/23	\$ 34.96
13499	1178 - UNION BANK	\$ 48.95	Food/Teens Night Out 5/19	4729(A) 7/7/23	\$ 48.95
13500	1178 - UNION BANK	\$ 57.24	Food/In-Service Rec Training/Summer Staff 5/25	4729(B) 7/7/23	\$ 57.24
13501	1178 - UNION BANK	\$ 16.90	Air Fresheners(2)/Community Center 6/1	4729(C) 7/7/23	\$ 16.90
13502	1178 - UNION BANK	\$ 17.48	PD Armory Keys(4) 5/15	4950 7/7/23	\$ 17.48
13503	1178 - UNION BANK	\$ 141.55	PD Uniform/MElgowhary 5/18	4950(A) 7/7/23	\$ 141.55
13504	1178 - UNION BANK	\$ 27.56	PD Mylar Balloons(20)/Open House 5/19	4950(B) 7/7/23	\$ 27.56
13505	1178 - UNION BANK	\$ 450.95	PD Sandwiches(120)/Staff/Open House 5/20	4950(C) 7/7/23	\$ 450.95
13506	1178 - UNION BANK	\$ 368.61	PD Taser Training Targets(2) 5/22	4950(D) 7/7/23	\$ 368.61
13507	1178 - UNION BANK	\$ 183.18	PD Plain Clothes Holsters(2)/SR & SG 5/30	4950(E) 7/7/23	\$ 183.18
13508	1178 - UNION BANK	\$ 58.83	PD Storage Cart(1)/Storage Bins(13)/First Aid Supplies 6/6	4950(F) 7/7/23	\$ 58.83
13509	1178 - UNION BANK	\$ 60.00	PD Reg/First Aid-CPR Training/NP & SC & JM 5/3 & 6/7	4950(G) 7/7/23	\$ 60.00
13510	1178 - UNION BANK	\$ 29.85	Sub/San Jose Mercury News Online/PG 5/24-8/24	5395 7/7/23	\$ 29.85
13511	1178 - UNION BANK	\$ 90.00	Gift Cards(3)/Modern Cellar/Citizen Academy Speakers 6/1	5395(A) 7/7/23	\$ 90.00
13512	1178 - UNION BANK	\$ 1.99	PD Sub/OneDrive/Photo Storage 5/23	5911 7/7/23	\$ 1.99
13513	1178 - UNION BANK	\$ 80.00	PD Reg/Public Safety Awards/ML & CR 6/22	5911(A) 7/7/23	\$ 80.00
13514	1178 - UNION BANK	\$ (55.13)	Credit/Fraudulent Charge/GF 3/17	7454 7/7/23	\$ (55.13)
13515	1178 - UNION BANK	\$ 111.00	PD Reg/Mental Health Intervention/JG 5/22-5/23	8179 7/7/23	\$ 111.00

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13516	1178 - UNION BANK	\$ 207.83			
			PD Hotel/Taser Instructor Course/CP 5/16-5/17	8179(A) 7/7/23	\$ 207.83
13517	1178 - UNION BANK	\$ 207.83			
			PD Hotel/Taser Instructor Course/SG 5/16-5/17	8179(B) 7/7/23	\$ 207.83
13518	1178 - UNION BANK	\$ 320.70			
			PD Hotel/Supervisory Leadership Institute/JO 5/17-5/19	8179(C) 7/7/23	\$ 320.70
13519	1178 - UNION BANK	\$ 730.50			
			PD Hotel/Less Lethal Instructor/CP 5/23-5/25	8179(D) 7/7/23	\$ 730.50
13520	1178 - UNION BANK	\$ 599.00			
			PD Reg/Social Media Conference/DM 11/7-11/9	8179(E) 7/7/23	\$ 599.00
13521	1178 - UNION BANK	\$ 250.00			
			PD Reg/Public Records Act/NB 11/6-11/7	8179(F) 7/7/23	\$ 250.00
13522	1178 - UNION BANK	\$ 20.45			
			Supplies/Summer Staff In-Service Training 5/25	8202 7/7/23	\$ 20.45
13523	1178 - UNION BANK	\$ 330.75			
			Food/Summer Staff In-Service Training 5/30	8202(A) 7/7/23	\$ 330.75
13524	1178 - UNION BANK	\$ 29.73			
			CPR Masks(50)/Youth Sports 5/30	8202(B) 7/7/23	\$ 29.73
13525	1178 - UNION BANK	\$ 103.39			
			Supplies/Summer Staff In-Service Training 5/26	8202(C) 7/7/23	\$ 103.39
13526	1178 - UNION BANK	\$ 128.60			
			Whistle Lanyards(20)/Various Programs 6/1	8202(D) 7/7/23	\$ 128.60
13527	1178 - UNION BANK	\$ 233.99			
			Soccer Goal Nets(2)/Scrimmage Vests(24)/Youth Sports 6/1	8202(E) 7/7/23	\$ 233.99
13528	1178 - UNION BANK	\$ 14.00			
			Sports Bracelets(48)/Youth Sports 6/2	8202(F) 7/7/23	\$ 14.00
13529	1178 - UNION BANK	\$ 11.84			
			Supplies/Youth Sports 6/2	8202(G) 7/7/23	\$ 11.84
13530	1178 - UNION BANK	\$ 80.87			
			Supplies/Youth Sports 6/2	8202(H) 7/7/23	\$ 80.87
13531	1178 - UNION BANK	\$ 204.70			
			Folding Benches(2)/Challenger Basketball 6/7	8202(I) 7/7/23	\$ 204.70
13532	1178 - UNION BANK	\$ 18.31			
			Sport Flags(2)/Youth Sports 6/5	8202(J) 7/7/23	\$ 18.31
13533	1178 - UNION BANK	\$ 53.36			
			Supplies/Youth Sports 6/5	8202(K) 7/7/23	\$ 53.36
13534	1178 - UNION BANK	\$ 59.21			
			PD Microphone(1)/RACES 5/15	8886 7/7/23	\$ 59.21
13535	1178 - UNION BANK	\$ 297.26			
			PD DVDs(600)/Mobile Audio Video 5/16	8886(A) 7/7/23	\$ 297.26
13536	1178 - UNION BANK	\$ 61.80			
			PD Pens(48) 5/15	8886(B) 7/7/23	\$ 61.80

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13537	1178 - UNION BANK	\$ 32.06			
			PD Supplies/Open House 5/17	8886(C) 7/7/23	\$ 32.06
13538	1178 - UNION BANK	\$ 18.31			
			PD Microphone Cable(1)/RACES 5/24	8886(D) 7/7/23	\$ 18.31
13539	1178 - UNION BANK	\$ 62.20			
			PD Transfer Wax Ribbons(3)/Evidence Label Printer 5/31	8886(E) 7/7/23	\$ 62.20
13540	1178 - UNION BANK	\$ 147.97			
			PD Evidence Bags(2K)/Property & Evidence 5/26	8886(F) 7/7/23	\$ 147.97
13541	1178 - UNION BANK	\$ 32.31			
			PD Computer Speakers(1 Pr)/Investigations 5/26	8886(G) 7/7/23	\$ 32.31
13542	1178 - UNION BANK	\$ 17.00			
			PD Drug Hazard Labels(250) 6/2	8886(H) 7/7/23	\$ 17.00
13543	1178 - UNION BANK	\$ 15.00			
			PD Shipping/Drug Hazard Labels 5/30	8886(I) 7/7/23	\$ 15.00
13544	1178 - UNION BANK	\$ 560.05			
			PD Drug Test Kits(160) 6/1	8886(J) 7/7/23	\$ 560.05
13545	1178 - UNION BANK	\$ 21.54			
			PD Post-It Notes(24) 6/1	8886(K) 7/7/23	\$ 21.54
13546	1178 - UNION BANK	\$ 329.03			
			PD Drug Test Kits(110) 6/9	8886(L) 7/7/23	\$ 329.03
13547	1178 - UNION BANK	\$ 10.82			
			PD Page Tabs(48) 6/9	8886(M) 7/7/23	\$ 10.82
13548	1178 - UNION BANK	\$ 10.76			
			PD School Calendar(1)/Positive Actions Through Character Ed 6/9	8886(N) 7/7/23	\$ 10.76
13549	1178 - UNION BANK	\$ 130.41			
			PD Evidence Bags(250)/Property & Evidence 6/16	8886(O) 7/7/23	\$ 130.41
13550	1178 - UNION BANK	\$ (595.00)			
			Credit/Reg/CA Local Economic Development Conf/RR 6/21-6/23	9183 7/7/23	\$ (595.00)
13551	1178 - UNION BANK	\$ 316.44			
			Imprinted Shirts(6)/HM 6/1	9183(A) 7/7/23	\$ 316.44
13552	1178 - UNION BANK	\$ 150.00			
			Sub/Property Data/Code Enforcement & Planning 5/23	9183(B) 7/7/23	\$ 150.00
13553	1178 - UNION BANK	\$ 30.82			
			Dry Erase Board(1)/AV 6/5	9183(C) 7/7/23	\$ 30.82
13554	1178 - UNION BANK	\$ 169.50			
			Dry Erase Boards(4)/Planning 6/5	9183(D) 7/7/23	\$ 169.50
13555	1178 - UNION BANK	\$ 25.00			
			PD Dues/CA Assoc of Tactical Officers/SM 7/1/23-6/30/24	9480 7/7/23	\$ 25.00
13556	1178 - UNION BANK	\$ 26.74			
			Erroneous Charges/Reimbursed/JC 5/15 & 6/12	2957 7/7/23	\$ 26.74
13557	1178 - UNION BANK	\$ (17,797.15)			
			Reverse/Citywide Credit Card Charges/Statement Ending 6/13/23	7/7/23	\$ (17,797.15)

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
13558	2291 - MCMURTY, DYLAN	\$ 862.00	Refund/Building Permit #BS-23-64	Rfd 8/4/23	\$ 862.00
13559	2291 - MCMURTY, DYLAN	\$ 169.60	Refund/Building Permit #BS-23-311	Rfd(A) 8/4/23	\$ 169.60
13560	128823 - PETTY CASH	\$ 40.49	W/C Clorox Wipes(5 Cans) 3/15	52893	\$ 40.49
13561	128823 - PETTY CASH	\$ 40.87	W/C Clorox Wipes(5 Cans) 6/21	52894	\$ 40.87
13562	128823 - PETTY CASH	\$ 21.54	Supplies/Playground 6/18	53264	\$ 21.54
13563	128823 - PETTY CASH	\$ 15.00	Svc/Dry Clean/Tablecloths(3)/Sr Center 6/19	53265	\$ 15.00
13564	128823 - PETTY CASH	\$ 16.88	Supplies/Emergency Bin 7/10	53266	\$ 16.88
13565	128823 - PETTY CASH	\$ 24.67	Food/Teens/Counselors In Training Meeting 7/10	53267	\$ 24.67
13566	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 11,579.60	Workers Comp Claims/Professional Svcs/#26540-26582	Reimb 8/4/23	\$ 11,579.60
13567	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,043.42	Workers Comp Claims/Medical/#26540-26582	Reimb(A) 8/4/23	\$ 3,043.42
13568	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 5,091.42	Workers Comp Claims/Permanent Disability/#26540-26582	Reimb(B) 8/4/23	\$ 5,091.42
13569	2292 - EDWARDS, BRIANNA	\$ 7.50	Refund/Building Permit #BS-23-1014	8/4/23	\$ 7.50
13570	2296 - PALACIOS, JAVIER	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-195	Rfd 8/4/23	\$ 500.00
13571	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 163,500.18	Med Insurance/City & Dist 8/23	17234462	\$ 163,500.18
13572	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 16,556.44	Med Insurance/West Comm 8/23	17235292	\$ 16,556.44
13573	2293 - TRAN, NHAT	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-103	8/4/23	\$ 500.00
13574	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	\$ 1,300.50	Svc/Business License Tax Admin 6/23	JUN23	\$ 1,300.50
62704	1998 - CEJA, SAUL	\$ 36.00	Meals/Tactical Rifle Course 7/15-7/17	Reimb 8/19/22	\$ 36.00
62705	1998 - CEJA, SAUL	\$ 24.00	Meals/Tactics & Survival 10/12-10/13	Reimb 11/10/22	\$ 24.00
62706	0 - HOME DEPOT	\$ 50.00	Refund/Christmas Tree Lot Clean Up 2004	Rfd 9/30/22	\$ 50.00

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62707	1061 - MARTINEZ, DIANA	\$ 36.00			
			Meals/Drugged Driving Investigations 9/20-9/22	Reimb 10/28/22	\$ 36.00
62708	100681 - ADVANCED ALARM & FIRE INC	\$ 300.00			
			Svc/Test Elevator Fire Alarm/Council Chambers 5/19	3993	\$ 300.00
62709	122455 - ALL AMERICAN SIGN CO, INC	\$ 585.37			
			PD Signs(4)/K9 In Training 6/14	54035	\$ 222.04
			Update Banners(2)/Register for Classes 5/16	54144	\$ 145.33
			Update Banners(3)/Salute to America 6/12	54047	\$ 218.00
62710	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 16,061.04			
			Crossing Guard Services(27 Hrs)/Orange & Grindlay 5/14-5/27	85957(A)	\$ 650.43
			Crossing Guard Services(639.7 Hrs) 5/14-5/27	85957	\$ 15,410.61
62711	1403 - ALL STAR ELITE SPORTS	\$ 997.22			
			Shirts(119)/Summer Challenger Basketball 6/13	3532	\$ 997.22
62712	102587 - AMERICAN RENTALS	\$ 432.26			
			Rent/Boom Lift(1)/Park Lights 6/14	167953	\$ 432.26
62713	1200 - ANNEALTA GROUP	\$ 3,487.50			
			Svc/Planning Project Manager/Housing Element Implementation 5/23	2824	\$ 891.25
			Svc/Planning Project Mgr/LPT Modern Machine 5/23	2825	\$ 2,596.25
62714	1619 - ARDURRA GROUP, INC	\$ 20,454.50			
			Final/Inspect/Concrete Rehab 4/23	136428	\$ 8,172.50
			Final/Inspect/Sewer System Improvements 5/23	137635	\$ 1,824.00
			Inspect/Engineering Permit #PW-22-114 5/23	137633	\$ 38.00
			Inspect/OC Sanitation Dist Sewer Rehab/Permit #PW-21-159 5/23	137634	\$ 832.00
			Inspect/Various Non-CIP Engineering Permits 5/23	137632	\$ 7,388.00
			Svc/Administrative Assistance/Pavement Mgmt Relief Program 5/23	137615	\$ 2,200.00
62715	110860 - AT&T	\$ 3,592.56			
			9391033694-PW Phone Svc 5/23	5/23(J)	\$ 154.88
			9391033695-Civic Center Phone Svc 5/23	5/23(H)	\$ 26.73
			9391033698-PW Phone Svc 5/23	5/23(I)	\$ 27.03
			Phone Svc/Multi-Line 5/13-6/12	5/13/23-6/12/23	\$ 3,383.92
62716	252 - AUTO ZONE, INC	\$ 29.29			
			Credit/Ignition Switch(1) 4/26	5521892349	\$ (160.54)
			Ignition Switch(1) 3/29	5521862730	\$ 160.54
			Replace/Halogen Bulbs/Unit #117	5521933800	\$ 29.29
62717	109327 - BEE REMOVERS	\$ 260.00			
			Svc/Bee Removal 5/18	601133	\$ 130.00
			Svc/Bee Removal/Oak Knoll Park 6/8	601196	\$ 130.00
62718	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 9,718.92			
			Insurance/Life/LTD/STD/Optional 6/23	12860	\$ 9,718.92
62719	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 2,377.63			
			Insurance/Vision Claims/City & Dist 5/23	B096C9	\$ 2,377.63

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62720	100623 - BIO-ACOUSTICAL CORP	\$ 2,470.00			
			Hearing Exams(70) 5/22 & 5/26	23231	\$ 2,470.00
62721	128481 - BSN - SPORT SUPPLY GROUP, INC	\$ 1,235.93			
			Baseball Bases(2) 5/25	921674776	\$ 283.56
			Pickleball Nets(3)/Soccer Nets(2) 5/23	921648443	\$ 952.37
62722	2206 - BUCKNAM INFRASTRUCTURE GROUP INC	\$ 7,911.22			
			Svc/Update Pavement Mgmt Program 5/23	385-01.05	\$ 7,911.22
62723	866 - C3 OFFICE SOLUTIONS	\$ 15.43			
			W/C Copier Svc/Supplies 5/23	INV161886	\$ 15.43
62724	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 236.70			
			PD Blood/Alcohol Tests(2) 5/23	2274	\$ 236.70
62725	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	\$ 1,550.00			
			Svc/Restroom & Tennis Court Lockup 5/23	3604-150	\$ 1,550.00
62726	103016 - CAMERON WELDING CO	\$ 79.56			
			Cylinder Charges 5/23	09279251	\$ 79.56
62727	122396 - CARRILLO, JUAN	\$ 1,320.00			
			Tuition/Criminal Justice/Spring 2023	Tuit 6/23/23	\$ 1,320.00
62728	1998 - CEJA, SAUL	\$ 36.00			
			Meals/Drug Abuse Recognition-Influence 5/15-5/17	Reimb 6/23/23	\$ 36.00
62729	2171 - CENTENO, TIFFINY	\$ 12.00			
			Meals/Tactical Emergency Casualty Care 5/18	Reimb 6/23/23	\$ 12.00
62730	123012 - CHARLES ABBOTT ASSOCIATES	\$ 163,042.53			
			Building Inspection and Plan Check Services 3/23	65738	\$ 34,341.07
			Building Inspection and Plan Check Services 4/23	65835	\$ 128,701.46
62731	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	\$ 1,969.51			
			Svc/Cable/Council Chambers 6/10-7/9	6/10/23-7/9/23	\$ 132.43
			W/C CAD/RMS Ethernet Connection 6/4-7/3	0026082060523	\$ 1,273.33
			W/C Svc/Internet 6/1-6/30	218496501060123	\$ 563.75
62732	1439 - CORODATA MEDIA STORAGE, INC	\$ 154.76			
			Offsite Data Storage 5/23	DS1305539	\$ 154.76
62733	122946 - COUNTRY GARDEN CATERERS	\$ 2,740.51			
			Svc/Cater/2023 Employee Svc Awards 5/25	2039	\$ 2,740.51
62734	115003 - COUNTY OF ORANGE	\$ 135.20			
			PD Pre-Booking Forms(500)/Prisoner Property Forms(500) 5/25	SH65415	\$ 135.20
62735	115003 - COUNTY OF ORANGE	\$ 4,955.00			
			Parking Violations 4/23	4/23	\$ 4,955.00
62736	115003 - COUNTY OF ORANGE	\$ 1,855.00			
			PD Svc/Automated Fingerprint Identification System 6/23	SH65421	\$ 1,855.00
62737	129969 - CROWN TROPHY COLOMRICAN, INC	\$ 491.02			
			Award Medals(30)/Youth Basketball 6/2	16732	\$ 491.02
62738	116854 - DATA TICKET INC-MSB	\$ 1,838.09			
			Parking Citation Processing 4/23	151201	\$ 1,838.09

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62739	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 678.00			
			Svc/Fingerprints(1)/West Comm 5/23	660860	\$ 32.00
			Svc/Fingerprints(10)/Recreation 5/23	660543	\$ 320.00
			Svc/Fingerprints(2)/Recreation Contractor 5/23	660543(B)	\$ 64.00
			Svc/Fingerprints(5)/PD 5/23	660543(A)	\$ 262.00
62740	110722 - DLT SOLUTIONS, LLC	\$ 9,091.20			
			Sub/AutoCAD Map 3D/Engineering 6/19/23-6/18/24	5156071A	\$ 9,091.20
62741	101879 - DOOLEY ENTERPRISES	\$ 540.00			
			Addl PD Ammo(29K Rnds) 5/24	65636(A)	\$ 540.00
62742	2104 - ENGSTROM, DANIEL MAMA SAID ENTERTAINMENT	\$ 1,800.00			
			Perform/Music/Salute to America 6/30	6/30/23	\$ 1,800.00
62743	1488 - ENTERPRISE HOLDINGS INC	\$ 1,522.52			
			PD Rental Car(1) 3/31-4/30	33077848(A)	\$ 780.84
			PD Rental Car(1) 4/1-5/2	33077848	\$ 741.68
62744	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	\$ 225.28			
			PD Exam Gloves(2K) 6/12	6141323	\$ 225.28
62745	2235 - FACILITY SOLUTIONS GROUP, INC	\$ 1,533.81			
			LED Lights(6)/Lamps(150) 6/1	5342262-00	\$ 990.75
			PD Parking Lot Lights(3) 4/18	5338622-00	\$ 543.06
62746	107899 - FIREWORKS AND STAGE FX AMERICA	\$ 12,500.00			
			Final/Fireworks Display/2023 Salute to America 6/30	21296	\$ 12,500.00
62747	1115 - FRONTIER	\$ 2,381.86			
			W/C Phone Svc/5627955413 6/23	6/23(B)	\$ 2,097.04
			W/C Svc/Circuit Line 6/13-7/12	6/13/23-7/12/23	\$ 284.82
62748	1114 - FRONTIER COMMUNICATIONS OF CA	\$ 1,978.87			
			W/C Svc/Priority Radio Line 6/5-7/4	7002Z403S23156	\$ 1,978.87
62749	112012 - GALLS-QUARTERMASTER	\$ 143.85			
			W/C Credit/Uniform 4/21	024258291	\$ (62.27)
			W/C Uniform 2/12	023532669	\$ 62.27
			W/C Uniform/CManiaci 5/24	024603860	\$ 143.85
62750	1596 - GARON WYATT INVESTIGATIVE SERVICES	\$ 1,961.12			
			W/C Svc/Background Checks 5/9-6/15	#2023 WCBG2	\$ 1,961.12

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62751	119018 - GOLDEN STATE WATER COMPANY	\$ 46,419.28			
			Svc/Athletic Fields 3/23-5/23	3/23-5/23	\$ 1,945.20
			Svc/Athletic Fields 5/23	5/23(H)	\$ 1,980.64
			Svc/Civic Center 5/23	5/23(C)	\$ 4,035.49
			Svc/Community Center 5/23	5/23(E)	\$ 34.23
			Svc/Lexington Park 5/23	5/23(G)	\$ 1,940.37
			Svc/Maint Yard Landscaping 4/23	4/23(N)	\$ 30.24
			Svc/Maint Yard Landscaping 5/23	5/23(D)	\$ 381.74
			Svc/Parks Landscaping 10/22-5/23	10/22-5/23	\$ 1,545.78
			Svc/Parks Landscaping 5/23	5/23(J)	\$ 20,849.24
			Svc/Parkway Maint 5/23	5/23(I)	\$ 10,801.08
			Svc/Sr Center 3/23-4/23	3/23-4/23	\$ 949.42
			Svc/Sr Center 5/23	5/23(B)	\$ 74.55
			Svc/Stanton Channel Berm 5/23	5/23(F)	\$ 1,851.30
62752	110049 - GREAT SCOTT TREE SERVICE INC	\$ 13,755.00			
			Emergency Svc/Remove Tree(1)/Right of Way 5/23	49633	\$ 1,530.00
			Svc/Trim Trees(163)/Right of Way 5/31	49634	\$ 12,225.00
62753	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 1,824.24			
			Supplies/Maint 4/23	6/23/23	\$ 1,168.11
			Supplies/Maint 5/23	6/23/23(A)	\$ 656.13
62754	1771 - INNOVATIVE LOCK SERVICES - DORANTES, DREW K	\$ 499.59			
			Replace/Locks(6)/Community Center 5/31	INV-1274	\$ 499.59
62755	103024 - JHM & CARSON SUPPLY	\$ 332.84			
			Irrigation Couplings(5) 6/2	87276/3	\$ 89.85
			Irrigation Valve(1)/Valve Box(1)/Coupling(1)/Misc 6/6	87386/3	\$ 242.99
62756	2023 - KELLEY, JORDAN	\$ 1,320.00			
			Tuition/Psych & Business/Spring 2023	Tuit 6/23/23	\$ 1,320.00
62757	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	\$ 40,590.47			
			PD Gas Mask(70) 6/6	INV708870	\$ 40,590.47
62758	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	\$ 63.57			
			Gavel(1)/Outgoing Recreation Commissioner 6/5	92777(A)	\$ 31.79
			Gavel(1)/Outgoing Sr Citizens Commissioner 6/5	92777	\$ 31.78
62759	1494 - LOZEAU CONSULTING, TRAINING & INVESTIGATIONS	\$ 100.00			
			PD Reg/Homeless Liaison Officer/AS 7/11	PD Reg 7/11	\$ 100.00
62760	106900 - MAD SCIENCE OF WEST OC	\$ 682.50			
			Instruct/Mad Science Camp 6/12-6/16	6/16/23	\$ 682.50
62761	111271 - MAR-CO EQUIPMENT CO	\$ 13,377.84			
			Replace/Radiator/Unit #137	193035	\$ 1,309.84
			Sweeper Gutter Brooms(70) 6/7	194051	\$ 12,068.00
62762	460 - MASTER LANDSCAPE & MAINTENANCE, INC	\$ 16,800.00			
			Replace/Trees(2)/Civic Center Green 6/5	102200	\$ 16,800.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62763	109214 - MEALS ON WHEELS ORANGE COUNTY-SENIORSERV INC	\$ 9,000.00	Senior Nutrition Program 7/1/22-6/30/23	2022-23	\$ 9,000.00
62764	2217 - MI JALISCO NURSERY INC	\$ 1,215.12	Plants(100)/Lexington Park 5/10	3398	\$ 496.12
			Shrubs(25)/Plants(10)/PD 5/18	3569	\$ 312.00
			Trees(3)/Right of Way 5/10	4199	\$ 407.00
62765	1947 - MICHAEL BALLIET CONSULTING, LLC	\$ 10,835.00	Consult/Solid Waste Program 5/1-5/31	1383-22-23-6	\$ 10,835.00
62766	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	\$ 25.00	PD Svc/Shooting Range(1)/SWAT 5/1	1820	\$ 25.00
62767	1356 - MOTOPOST	\$ 3,407.87	PD Motor Officer Uniforms(2)/Jacket(1)/Boots(1 Pr) 6/5	1012	\$ 3,407.87
62768	129801 - MUTUAL LIQUID GAS & EQUIP	\$ 3,566.68	Propane(300 Gls) 3/14	656193	\$ 921.27
			Propane(300 Gls) 4/11	662290	\$ 926.62
			Propane(300 Gls) 5/9	667797	\$ 921.27
			Propane(301 Gls) 6/7	673009	\$ 767.52
			Rent/Propane Tank 6/23	138921	\$ 10.00
			Rent/Propane Tank 7/1/23-8/31/23	138921(A)	\$ 20.00
62769	125848 - NATIONAL SAFETY COMPLIANCE INC	\$ 283.73	Drug Tests(3)/Alcohol Test(1) 5/16	94174	\$ 283.73
62770	2180 - NU LINE TECHNOLOGIES, LLC	\$ 29,672.30	Final/Construct/Sewer System Improvements 5/23	I2022-152-3	\$ 29,672.30
62771	672 - O'REILLY AUTO PARTS	\$ 204.23	Motor Oil(20 Qts)/Seat Handle(1)/Misc 5/22	3078-410726	\$ 196.97
			Oil Filters(2) 6/7	3078-414200	\$ 7.26
62772	828 - PACIFIC RIM AUTOMATION INC	\$ 937.50	Svc/Maint/Pump Station Monitoring System 4/24	10301	\$ 937.50
62773	871 - PEREZ, DIANA	\$ 165.75	Instruct/Toddler Workshop 5/24-6/7	6/7/23	\$ 165.75
62774	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 669.50	Instruct/Adult Pickleball 4/26-5/17	5/17/23	\$ 390.00
			Instruct/Pickleball/Private Lessons 5/23	5/23	\$ 71.50
			Instruct/Youth Pickleball 4/2-4/30	4/30/23	\$ 208.00
62775	1310 - PRESTI, CAMERON	\$ 297.00	Reimb/Less Lethal Ammo Instructor Course 5/24-5/26	Reimb 6/23/23	\$ 297.00
62776	2236 - PROACTIVE WORK HEALTH SERVICES	\$ 2,909.00	DOT Test(1) 5/23	15079_83123(A)	\$ 85.00
			Pre-Place Physical(11)/Dist 5/23	15079_83123	\$ 2,824.00
62777	223 - QUALITY LOGO PRODUCTS, INC	\$ 573.56	PD Imprinted Pens(300)/Open House Giveaways 5/12	QSI-1036312	\$ 350.19
			PD Imprinted Sticky Notes(500)/Open House Giveaways 5/12	QSI-1036308	\$ 223.37

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62778	144 - R.C.S. INVESTIGATIONS & CONSULTING, LLC	\$ 4,500.00			
			PD Svc/Background Checks(3) 6/3	5407	\$ 4,500.00
62779	2230 - RINGCENTRAL INC	\$ 30,520.42			
			Svc/Cloud-Based Phone System 7/1/23-6/30/24	INVA246151	\$ 30,520.42
62780	2237 - RODRIGUEZ, RAYMOND	\$ 3,000.00			
			Perform/Music/Concert on the Green 6/23	6/23/23	\$ 3,000.00
62781	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	\$ 832.50			
			Consult/Affordable Housing/Citrus Square Senior Community 5/23	I010414	\$ 832.50
62782	111301 - S.C. YAMAMOTO, INC	\$ 29,254.39			
			Svc/Landscape/Citywide 5/23	1423613	\$ 14,820.00
			Svc/Landscape/Right of Way & Berm 5/23	1423612	\$ 14,434.39
62783	106893 - SAFESHRED	\$ 40.00			
			W/C Svc/Shredding 5/9	342172	\$ 40.00
62784	2031 - SDI PRESENCE LLC	\$ 2,316.21			
			W/C Svc/Monitor IT/CAD System 5/23	12923	\$ 2,316.21
62785	34 - SECRETARY OF STATE	\$ 20.00			
			Fee/Non-Profit Stmt of Info/Rec & Comm Svcs Foundation 2023-2025	2023-2025	\$ 20.00
62786	130328 - SHOETERIA	\$ 669.70			
			Safety Shoes(1)/AMorales 5/26	0049965IN	\$ 169.70
			Safety Shoes(1)/MAraya 5/28	0049965in(A)	\$ 250.00
			Safety Shoes(1)/MChavez 6/2	0050156IN	\$ 250.00
62787	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	\$ 616.00			
			Landscape Edging(20 Ft)/Pebbles(225 Lbs)/Misc 5/8	129694803-001	\$ 120.84
			Wood Chips(5 CY)/Pebbles(375 Lbs)/Misc 5/17	130099204-001	\$ 495.16
62788	119051 - SMART & FINAL (REC & PARKS)	\$ 43.53			
			Food/Playground/Kids Night Out 5/18	3565620001902	\$ 15.48
			Food/Youth Action Committee Banquet 5/12	3565620012001	\$ 28.05
62789	108459 - SMART & FINAL-POLICE ACCT	\$ 314.09			
			PD Dish Soap(1 Btl)/Breakroom 5/24	356363005701	\$ 6.51
			PD Hot Cups(550) 5/18	356363003804	\$ 65.67
			PD Supplies/Open House 5/18	356363004001	\$ 241.91
62790	119016 - SO CAL EDISON	\$ 107,505.94			
			700003851853 Svc/Parkways 5/23	5/23(A)	\$ 507.32
			700351486618 Svc/Willow Park 5/23	5/23(C)	\$ 460.41
			700370018870 - Svc/Traffic Signal 5/23	5/23(D)	\$ 69.43
			700428641933 Svc/Mackay Park 5/23	5/23(E)	\$ 129.92
			700564248438 Svc/Traffic Signals 5/23	5/23(B)	\$ 3,019.60
			Svc/Citywide 4/11-5/10	4/11/23-5/10/23	\$ 103,319.26
62791	1987 - SON, YOUNGJUN	\$ 12.00			
			Meals/First Aid-CPR 3/24	Reimb 6/23/23	\$ 12.00

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62792	1976 - SONSRAY MACHINERY, LLC	\$ 843.82			
			Svc/Hydraulic Leak/Unit #320	SWO025664-2	\$ 322.48
			Svc/Trouble Shoot/Vehicle Control Module Code/Unit #320	SWO020175-1	\$ 521.34
62793	543 - SORVILLO, BRYAN	\$ 280.00			
			Instruct/Private Tennis Lessons 5/1-5/31	5/23	\$ 280.00
62794	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 5,886.69			
			Pub Notice/Bids/Arterial Rehab Project #346	0011601090	\$ 2,695.31
			Pub Notice/Bids/Sr Center Improvements Project #290	0011601957	\$ 2,560.44
			Pub Notice/Rec & Park District Budget FY2023-24	0011604937	\$ 630.94
62795	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 60.00			
			PD Svc/Shredding 6/5	227995	\$ 60.00
62796	125888 - SPARKLETTS	\$ 537.61			
			Comm Center Bottled Water 5/23	4104724 5/23	\$ 78.93
			Maint Bottled Water 4/23	4106666 4/23	\$ 82.95
			Maint Bottled Water 5/23	4106666 5/23	\$ 90.19
			PD Bottled Water 5/23	4104648 5/23	\$ 209.73
			Print Shop Bottled Water 5/23	4105217 5/23	\$ 11.97
			Sr Center Bottled Water 5/23	4104716 5/23	\$ 15.96
			W/C Bottled Water 5/23	4089647 5/23	\$ 47.88
62797	119024 - STATE COMP INSURANCE FUND	\$ 3,012.36			
			W/C Workers Comp Insurance 5/30-6/30	1001574622	\$ 1,769.33
			W/C Workers Comp Insurance Adjustment 5/30/23-5/30/24	1001574622(A)	\$ 1,243.03
62798	122963 - STERICYCLE INC	\$ 43.33			
			PD Med Waste Removal 6/23	3006485769	\$ 43.33
62799	1330 - SUPERIOR PROPERTY SERVICES, INC	\$ 7,084.00			
			Svc/Graffiti Removal/Streets & Parks 5/23	17811	\$ 7,084.00
62800	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 1,000.00			
			Svc/Audio & Lighting/Concert on the Green 6/23	6/23/23	\$ 1,000.00
62801	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 1,000.00			
			Svc/Audio & Lighting/Salute to America 6/30	6/30/23	\$ 1,000.00
62802	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 190.00			
			W/C Svc/Employee Counseling 5/23	86799	\$ 190.00
62803	2241 - THE EMBLEM AUTHORITY EMBLEMS INC	\$ 150.00			
			PD Uniform Shoulder Patch(1)/Master Sergeant Patch(1) 6/16	42594	\$ 150.00
62804	2067 - THE ORIGINAL GOODIE'S UNIFORM	\$ 86.50			
			PD Baton Ring(1) 6/8	9862	\$ 14.95
			PD Cuff Case(1)Keepers(4) 6/7	9843	\$ 71.55
62805	851 - THE UPS STORE, #5882	\$ 300.00			
			Svc/Fingerprints(10)/Recreation 5/23	6/5/2023	\$ 250.00
			Svc/Fingerprints(2)/Rec Contractors 5/23	6/5/2023(A)	\$ 50.00
62806	110602 - TK ELEVATOR CORP THYSSENKRUPP ELEVATOR	\$ 1,781.22			
			Svc/Elevator Lift Test & Relief Testing 4/23	6000653341	\$ 1,781.22

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62807	1139 - UNIFIRST CORP	\$ 578.70	Uniforms/Mats/Mops/Towels 5/23	5/23	\$ 578.70
62808	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 748.60	PD Uniform/MEIgowhary	7258	\$ 748.60
62809	100308 - UNITED MAINTENANCE SYSTEMS	\$ 21,334.50	Svc/Janitorial/Citywide 5/23	15503	\$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 5/23	15505	\$ 7,980.00
			Svc/Janitorial/Park Restrooms(8) 5/23	15504	\$ 6,100.50
			Svc/Weekend Enhanced Cleaning/PD 3/23	15488	\$ 393.50
			Svc/Weekend Enhanced Cleaning/PD 4/23	15489	\$ 787.00
			Svc/Weekend Enhanced Cleaning/PD 5/23	15506	\$ 787.00
62810	2240 - UNIVERSAL WASTE SYSTEMS	\$ 415.00	Svc/Porta-Pottie(1)/Maint Yard 3/23	0002103246	\$ 100.00
			Svc/Porta-Pottie(1)/Tennis Courts 5/2	0002176929	\$ 15.00
			Svc/Porta-Potties(3)/Maint Yard 5/18	0002222836	\$ 300.00
62811	1997 - VACCARO, FRANK WEST COAST OFFICIALS	\$ 715.00	Officials(13 Games)/Youth Basketball 6/24-6/30	1502	\$ 715.00
62812	2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC	\$ 243.46	Off-Site Records Storage/Retrieval 6/23	3533530	\$ 243.46
62813	1993 - WATANABE , BRYCE I	\$ 1,423.50	Instruct/Karate 5/8-6/7	6/7/23	\$ 1,423.50
62814	112149 - WESTERN EXTERMINATOR COMPANY	\$ 460.00	Svc/Pest Control/Citywide 5/23	263397C	\$ 460.00
62815	1962 - WEX HEALTH INC-WEX	\$ 86.25	Admin Fee/FSA 5/23	0001749675IN	\$ 86.25
62816	2058 - WHITE, LEANGELO	\$ 220.75	Tuition/Calculus/Spring 2023	Tuit 6/23/23	\$ 220.75
62817	2012 - WILLDAN ENGINEERING	\$ 3,080.00	Svc/Neighborhood Preservation/Code Enforcement 5/23	00229058	\$ 3,080.00
62818	0 - 12 BRAVO DEVELOPMENT INC	\$ 1,000.00	Refund/Recycling Deposit/Permit #12780	Rfd 6/23/23	\$ 1,000.00
62819	0 - CLARK, SEAN	\$ 150.00	Refund/Facility Deposit/Contract #6580	Rfd 6/23/23	\$ 150.00
62820	0 - COMMUNITY OF THE WORD	\$ 300.00	Refund/Facility Deposit/Contract #7349	Rfd 6/23/23	\$ 300.00
62821	0 - ELGUIRA, JONATHAN	\$ 300.00	Refund/Facility Deposit/Contract #7467	Rfd 6/23/23	\$ 300.00
62822	0 - GONZALEZ, CHRISTOPHER	\$ 300.00	Refund/Facility Deposit/Contract #7062	Rfd 6/23/23	\$ 300.00
62823	0 - IVANOFF, TRAVIS	\$ 500.00	Refund/Facility Deposit/Contract #7253	Rfd 6/23/23	\$ 500.00

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62824	0 - JOHNSON, JOSEPH	\$ 300.00	Refund/Facility Deposit/Contract #7192	Rfd 6/23/23	\$ 300.00
62825	0 - LEE, JOHN	\$ 150.00	Refund/Facility Deposit/Contract #7098	Rfd 6/23/23	\$ 150.00
62826	0 - METOYER, SHAHIDAH	\$ 300.00	Refund/Facility Deposit/Contract #6523	Rfd 6/23/23	\$ 300.00
62827	0 - MOZUMDAR, MOHAMMAD	\$ 500.00	Refund/Recycling Deposit/Permit #CDD-23-146	Rfd 6/23/23	\$ 500.00
62828	0 - PANGANIBAN, CONCEPCION	\$ 100.00	Refund/Facility Deposit/Contract #7529	Rfd 6/23/23	\$ 100.00
62829	0 - PANGANIBAN, CONCEPCION	\$ 300.00	Refund/Facility Deposit/Contract #7522	Rfd 6/23/23	\$ 300.00
62830	0 - PRIEBE, WILLIAM	\$ 500.00	Refund/Recycling Deposit/4523 Patricia Circle	Rfd 6/23/23	\$ 500.00
62831	0 - SANCHEZ, EDUARDO	\$ 500.00	Refund/Recycling Deposit/Permit #5591	Rfd 6/23/23	\$ 500.00
62832	0 - SMITH, GARY	\$ 500.00	Refund/Recycling Deposit/5437 Vista Fortuna	Rfd 6/23/23	\$ 500.00
62833	0 - TANADA, ESTHER	\$ 179.00	Refund/Camp Cypress 6/19-6/23	Rfd 6/23/23	\$ 179.00
62834	0 - TEMPLO VICTORIA DE LAS ASAMBLEAS DE DIOS	\$ 1,370.00	Refund/Facility Deposit & Rental Fee/Contract #7487	Rfd 6/23/23	\$ 1,370.00
62835	0 - ZAW, DONALD	\$ -	Refund/Facility Deposit/Contract #7412	Rfd 6/23/23	\$ -
62836	0 - ZHAO, YANAN	\$ 83.00	Refund/Soccer Camp 6/26-6/29	Rfd 6/23/23	\$ 83.00
62837	1178 - UNION BANK	\$ 17,797.15	Citywide Credit Card Charges/Statement Ending 6/12/23	0830 7/7/23	\$ 17,797.15
62838	130335 - AKM CONSULTING ENGINEERS	\$ 45,217.50	Design/Update/Sewer Spill Emergency Response Plan 5/23	12263	\$ 21,829.00
			Svc/Pump Station Evaluations/Myra St & Veterans Park 4/23	0012232	\$ 5,271.50
			Svc/Pump Station Evaluations/Myra St & Veterans Park 5/23	0012245	\$ 18,117.00

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62839	100723 - ALESHIRE & WYNDER, LLP	\$ 16,270.32			
			Legal Svc/CA Aware 5/23	76231	\$ 2,518.94
			Legal Svc/Code Enforcement 5/23	76227	\$ 15.00
			Legal Svc/Council Matters 5/23	76221	\$ 247.50
			Legal Svc/Engineering 5/23	76224	\$ 900.00
			Legal Svc/General Admin 5/23	76220	\$ 1,525.00
			Legal Svc/Housing 5/23	76228	\$ 440.00
			Legal Svc/Makkouk 5/23	76229	\$ 2,586.78
			Legal Svc/Planning 5/23	76223	\$ 350.00
			Legal Svc/Planning/Citrus Square 5/23	76223(A)	\$ 25.00
			Legal Svc/Police 5/23	76226	\$ 2,097.50
			Legal Svc/Recreation 5/23	76225	\$ 100.00
			Litigation Svc/CVRA Challenge 5/23	76230	\$ 1,815.00
			Litigation Svc/General Admin 5/23	76222	\$ 335.00
			Litigation Svc/Morris 5/23	76233	\$ 1,595.10
			Litigation Svc/Youngsma 5/23	76232	\$ 1,719.50
62840	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 5,107.08			
			Crossing Guard Services(212 Hrs) 5/28-6/10	86331	\$ 5,107.08
62841	1619 - ARDURRA GROUP, INC	\$ 5,176.00			
			Inspect/Gas Main Replacement/Permit #PW-22-186 5/23	137791	\$ 5,176.00
62842	110860 - AT&T	\$ 2,589.15			
			Cell Svc/Maint 6/23	6/23(A)	\$ 52.77
			Cell Svc/PD 6/23	6/23(D)	\$ 238.88
			Maint Wireless Aircards 6/23	6/23(C)	\$ 129.69
			PD Svc/Mobile Data 6/23	6/23(E)	\$ 2,101.37
			Svc/Planning iPads 6/23	6/23(B)	\$ 66.44
62843	110860 - AT&T	\$ 26.72			
			9391033696-PD Phone Svc 6/23	6/23(F)	\$ 26.72
62844	110860 - AT&T	\$ 1.65			
			East Wing Fax Line 6/23	6/23(G)	\$ 1.65
62845	109327 - BEE REMOVERS	\$ 390.00			
			Svc/Bee Removal/Mackay Park 6/19	601274	\$ 130.00
			Svc/Bee Removals(2)/Lexington Park 6/13	601233	\$ 260.00
62846	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 10,931.95			
			Insurance/Dental & Vision/City & Dist 7/23	B09DH5	\$ 9,893.75
			Insurance/Dental & Vision/West Comm 7/23	B09F37	\$ 1,038.20
62847	2197 - BHAGAT, NISHA	\$ 36.00			
			Meals/ICS 300 Intermediate 6/5-6/7	Reimb 7/7/23	\$ 36.00
62848	109020 - BJ BINDERY-INTABCO	\$ 110.98			
			Svc/Bind/PD Map Books(40) 6/26	186732	\$ 110.98
62849	111833 - BOOMERS	\$ 749.70			
			Final/Excursion(60)/Day Camp 7/19	7/19/23	\$ 749.70

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62850	1375 - CALIBER CONSTRUCTION	\$ 36,022.00			
			Refund/Recycling Deposit/5660 Katella	Rfd 7/7/23	\$ 9,871.00
			Refund/Recycling Deposit/6261 Katella	Rfd(A) 7/7/23	\$ 26,151.00
62851	109108 - CALIFORNIA JPIA	\$ 80,821.00			
			W/C Insurance/Liability 7/1/23-6/30/24	PRIM02227	\$ 79,281.00
			W/C Insurance/Property 7/1/23-7/1/24	PROP02365	\$ 1,540.00
62852	122396 - CARRILLO, JUAN	\$ 60.00			
			Meals/ICS 300 Intermediate 6/5-6/7	Reimb 7/7/23	\$ 36.00
			Meals/ICS 400 Advanced 6/8-6/9	Reimb(A) 7/7/23	\$ 24.00
62853	2118 - CASC ENGINEERING AND CONSULTING, INC	\$ 7,484.14			
			Consult/Modernization & Integration/Business Park 5/23	0049046	\$ 7,484.14
62854	1008 - CERTIFIX LIVE SCAN	\$ 72.00			
			W/C Svc/Fingerprints(2) 5/23	75664	\$ 72.00
62855	536 - CHARLAND, MATTHEW	\$ 24.00			
			Meals/ICS 400 Advanced 6/8-6/9	Reimb 7/7/23	\$ 24.00
62856	123012 - CHARLES ABBOTT ASSOCIATES	\$ 6,090.00			
			Svc/Engineering Plan Checks 5/23	65875	\$ 6,090.00
62857	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	\$ 1,594.96			
			Svc/Internet Access 6/15-7/14	6/15/23-7/14/23	\$ 1,594.96
62858	191 - CI TECHNOLOGIES, INC	\$ 1,324.90			
			PD Software Maint/IA Pro 7/1/23-6/30/24	11610	\$ 1,324.90
62859	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 40,000.00			
			Svc/City Communication Support & Marketing 4/23	2305-475	\$ 10,000.00
			Svc/City Communication Support & Marketing 5/23	2306-477	\$ 10,000.00
			Svc/City Communication Support & Marketing 6/23	2307-485	\$ 10,000.00
			Svc/Recreation Strategic Communication Support 4/23	2305-474	\$ 5,000.00
			Svc/Recreation Strategic Communication Support 5/23	2306-476	\$ 5,000.00
62860	1617 - CONTROL AIR ENTERPRISES LLC	\$ 5,326.72			
			Emergency Repair/PD HVAC Valve 5/7-5/19	3081688	\$ 5,326.72
62861	115003 - COUNTY OF ORANGE	\$ 6,087.50			
			Parking Violations 5/23	5/23	\$ 6,087.50
62862	115003 - COUNTY OF ORANGE	\$ 1,104.51			
			PD Svc/OC Automated Telecommunications System 6/23	SH65471	\$ 1,104.51
62863	115003 - COUNTY OF ORANGE	\$ 16,038.00			
			Agreement/Animal Shelter 4/1/23-6/30/23	AC2390082	\$ 16,038.00
62864	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT OCSD	\$ 210.49			
			PD Repair/Motorcycle Microphone 4/23	STTM001206	\$ 210.49
62865	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT OCSD	\$ 2,803.64			
			PD Install/Bluetooth Radio/Motor Unit #660 & #667	STTM001196	\$ 2,803.64
62866	1820 - CURBELO, EDWARD	\$ 553.17			
			Tuition/Health/Summer 2023	Tuit 7/7/23	\$ 553.17

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62867	122050 - CYPRESS ART LEAGUE	\$ 300.00	Refund/Facility Deposit/Contract #6392	Rfd 7/7/23	\$ 300.00
62868	112066 - CYPRESS COMMUNITY FESTIVAL ASSOC	\$ 300.00	Refund/Facility Deposit/Contract #6257	Rfd 7/7/23	\$ 300.00
62869	1475 - CYPRESS GIRLS SOFTBALL LEAGUE	\$ 300.00	Refund/Facility Deposit/Contract #6340	Rfd 7/7/23	\$ 300.00
62870	487 - CYPRESS POLICE FOUNDATION	\$ 300.00	Refund/Facility Deposit/Contract #6632	Rfd 7/7/23	\$ 300.00
62871	366 - CYPRESS PONY COLT	\$ 300.00	Refund/Facility Deposit/Contract #6612	Rfd 7/7/23	\$ 300.00
62872	734 - CYPRESS YOUTH BASEBALL	\$ 300.00	Refund/Facility Deposit/Contract #6360	Rfd 7/7/23	\$ 300.00
62873	116854 - DATA TICKET INC-MSB	\$ 1,520.77	Parking Citation Processing 5/23	152344	\$ 1,520.77
62874	111155 - DAVE BANG ASSOC INC	\$ 512.72	Swing Rope Kit(1)/Playground Equipment 6/28	CA54061	\$ 512.72
62875	2226 - DAVID EVANS AND ASSOCIATES, INC	\$ 4,884.00	Consult/Right-of-Way Irrigation System/Water Conservation 5/23	537783	\$ 4,884.00
62876	298 - DIAZ, DARRELL	\$ 1,251.37	Tuition/Juvenile Justice 2022-23	Tuit 7/7/23	\$ 1,251.37
62877	100128 - DISCOVERY SCIENCE CENTER OF ORANGE COUNTY	\$ 751.00	Excursion(65)/Day Camp 6/14	Reissue May 5,23	\$ 751.00
62878	693 - DUNN RIGHT ELECTRICAL-KEVIN DUNN	\$ 350.00	Install/Electrical Outlet/Sr Center Kitchen 6/15	5846	\$ 350.00
62879	1296 - EDCO CNG	\$ 3,092.23	Natural Gas(469.31 Gls)/Sweepers(2)/Sewer Truck(1) 5/1-5/15	0613023-6A	\$ 1,511.18
			Natural Gas(491.01 Gls)/Sweepers(2)/Sewer Truck(1) 5/16-5/31	0613023-6B	\$ 1,581.05
62880	106039 - FEDERAL EXPRESS CORP	\$ 33.42	PD Svc/EResong/Return Lost Property/DR #23-01522 6/9	816456965	\$ 33.42
62881	798 - FORENSIC NURSE SPECIALISTS, INC	\$ 1,200.00	PD Assault Exam(1)/DR #23-01528 5/31	5485	\$ 1,200.00
62882	106030 - FRIENDS OF CYPRESS CULTURAL ARTS	\$ 300.00	Refund/Facility Deposit/Contract #6353	Rfd 7/7/23	\$ 300.00
62883	1115 - FRONTIER	\$ 152.79	7148996947 - Phone Svc/Sewers 7/23	7/23(A)	\$ 60.07
			W/C Phone Svc/5624931036 7/23	7/23	\$ 92.72
62884	2269 - GIVERRANG, INC	\$ 87,027.50	Svc/Gift Card Program/Business Park Local Catering 6/23	1164	\$ 87,027.50
62885	119018 - GOLDEN STATE WATER COMPANY	\$ 11,875.72	Svc/Parkway Maint 6/23	6/23(A)	\$ 11,230.63
			Svc/Storm Drain 6/23	6/23	\$ 645.09

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62886	107013 - GOLDEN WEST COLLEGE-ADMISSIONS RECORDS	\$ 1,946.00			
			PD Academy Tuition/JWursthorn/Summer 2023	RCB170-05	\$ 1,946.00
62887	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	\$ 1,390.00			
			Svc/Video Stream/Council Meetings 4/24-5/23	165682	\$ 695.00
			Svc/Video Stream/Council Meetings 5/24-6/23	167091	\$ 695.00
62888	110049 - GREAT SCOTT TREE SERVICE INC	\$ 14,684.00			
			Svc/Trim Trees(126) 6/6	49710	\$ 7,069.00
			Svc/Trim Trees(129) 6/12	49769	\$ 4,335.00
			Svc/Trim Trees(50) 6/15	49793	\$ 3,280.00
62889	110815 - GRIFFIN STRUCTURES INC	\$ 14,430.00			
			Construct Mgmt/Arnold Cypress Park Rehab 5/23	GSI-CACPR591-03	\$ 14,430.00
62890	1464 - HANLEY CHESS ACADEMY	\$ 2,840.50			
			Instruct/Chess Camp 6/26-6/30	6/30/23	\$ 2,840.50
62891	1171 - HDL COREN & CONE	\$ 3,556.25			
			Svc/Property Tax Auditing 4/1/23-6/30/23	SIN027321	\$ 3,556.25
62892	1535 - HERNANDEZ, JENNIFER	\$ 60.00			
			Meals/Human Trafficking 6/5-6/9	Reimb 7/7/23	\$ 60.00
62893	102993 - ITERIS, INC	\$ 6,710.31			
			Design/Fiber Optic/Arnold Cypress Park 5/23	158685	\$ 3,700.31
			Svc/Maintain CCTV Network 5/23	158682	\$ 3,010.00
62894	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 878.58			
			Credit/Specialty Paper(.5 Rm) 2/6	11198354CR	\$ (29.37)
			Specialty Paper(15 Rms) 6/20	11334712	\$ 706.52
			Specialty Paper(2 Rms) 6/20	11334695	\$ 201.43
62895	125450 - KMBS USA INC KONICA MINOLTA	\$ 2,173.67			
			Copier Maint/East Wing 3/30-5/31	287423163	\$ 286.98
			Copier Maint/HR 3/30-5/31	287423401	\$ 164.06
			Copier Maint/Community Center 3/30-5/31	287423415	\$ 405.77
			Copier Maint/Maint Yard 3/30-5/31	287423797	\$ 45.92
			Copier Maint/PD Admin 3/30-5/31	287423162	\$ 197.47
			Copier Maint/PD Investigations 3/30-5/31	287423794	\$ 166.80
			Copier Maint/PD Records 3/30-5/31	287423316	\$ 117.60
			Copier Maint/Sr Center 3/30-5/31	287423416	\$ 520.63
			Copier Maint/West Wing 3/30-5/31	287422587	\$ 268.44
62896	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	\$ 910.53			
			PD Gas Mask Canisters(16) 6/9	INV712146	\$ 724.56
			PD Gas Mask Filters(3) 6/21	INV715628	\$ 185.97
62897	7 - LACAL EQUIPMENT, INC	\$ 13,944.92			
			Sweeper Pickup Head(1) 6/29	0389286IN	\$ 13,944.92
62898	1779 - LINSOTT LAW & GREENSPAN ENGINEERS	\$ 17,826.00			
			Svc/Traffic Engineering 5/23	14394-00136	\$ 17,826.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62899	112016 - LOS ALAMITOS LOCK SERVICE	\$ 65.55	Keys(15)/Lexington Park 6/13	5153	\$ 65.55
62900	933 - LSA ASSOCIATES, INC	\$ 19,252.66	Consult/Housing Element/Enviro Impact Report 5/23	188778	\$ 19,060.16
			Consult/Mitigated Negative Declaration/Business Park 5/23	188779	\$ 192.50
62901	106900 - MAD SCIENCE OF WEST OC	\$ 588.25	Instruct/Kids Detective Camp 6/26-6/30	6/30/23	\$ 588.25
62902	2264 - MAGIC JUMP RENTALS ORANGE COUNTY LLC	\$ 694.78	Rent/Moonbounce(1)/Salute to America 6/30	100445	\$ 694.78
62903	109220 - MANHATTAN STITCHING CO, INC	\$ 733.78	Sweatshirts(17)/Shirts(12)/Polo Shirts(2)/Recreation Staff 5/4	94522	\$ 733.78
62904	110781 - MARQUEZ, JULIE	\$ 12.00	Meals/First Aid-CPR Refresher 6/7	Reimb 7/7/23	\$ 12.00
62905	110492 - MCBAIN, MICHAEL	\$ 60.00	Meals/ICS 300 Intermediate 6/5-6/7	Reimb 7/7/23	\$ 36.00
			Meals/ICS 400 Advanced 6/8-6/9	Reimb(A) 7/7/23	\$ 24.00
62906	2222 - METRO VIDEO SYSTEMS, INC	\$ 1,850.00	Replace/Security Camera Wiring/City Hall 6/23	JN129514	\$ 1,850.00
62907	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	\$ 32,065.12	Design/Arnold Cypress Park Rehab 5/23	0081603	\$ 32,065.12
62908	109155 - MOTION PICTURE LICENSING CORP	\$ 748.21	Motion Picture Licensing/Comm Center/Day Camp 7/14/23-7/13/24	504420896	\$ 748.21
62909	103425 - NATIONWIDE-VETERINARY PET INSURANCE	\$ 1,001.97	PD Pet Insurance/Kubo 8/14/23-8/13/24	C-2162590 23/24	\$ 1,001.97
62910	1275 - NICHOLS LOCAL GOVERNMENT CONSULTING, LLC	\$ 2,500.00	PD Svc/SB90 Reimbursement Claim Preparation 7/1/22-6/30/23	2023-9830234-01	\$ 2,500.00
62911	1019 - OC HUMAN RELATIONS	\$ 4,192.00	Dues/OC Human Relations Council 2023-24	2023-24-006	\$ 4,192.00
62912	108944 - OFFICE DEPOT	\$ 734.04	Supplies/Citywide 6/23	7/7/23	\$ 734.04
62913	828 - PACIFIC RIM AUTOMATION INC	\$ 875.00	Svc/Maint/Pump Station Monitoring System 6/21	10324	\$ 875.00
62914	1272 - PDQ.COM CORPORATION	\$ 1,275.00	Software Maint/Inventory Systems Mgmt 7/10/23-7/8/24	PDQ47473	\$ 1,275.00
62915	308 - PENSKE CHEVROLET OF CERRITOS	\$ 274.29	Replace/Trunk Applique/Unit #695	284840	\$ 274.29
62916	736 - PEOPLESPLACE INTERIOR OFFICE SOLUTIONS, INC	\$ 952.68	Under Desk Tech Wire Organizers(9)/Engineering 6/14	INV76854	\$ 952.68
62917	254 - QUALITY CODE PUBLISHING, LLC	\$ 2,034.00	Svc/Codification Updates/Muni Codes 4/24	GC0010482	\$ 2,034.00
62918	223 - QUALITY LOGO PRODUCTS, INC	\$ 365.82	PD Imprinted Hand Sanitizer(250 Bottles)/Open House 5/17	QSI-1039536	\$ 365.82

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62919	144 - R.C.S. INVESTIGATIONS & CONSULTING, LLC	\$ 4,650.00			
			PD Svc/Background Checks(3) 6/20	5417	\$ 4,650.00
62920	1602 - R.E. SCHULTZ CONSTRUCTION, INC	\$ 2,997.03			
			Replace/Shade Structure/Manzanita Park	4630	\$ 2,997.03
62921	129917 - RUTAN & TUCKER	\$ 11,055.39			
			Legal Svc/Housing/Citrus Square 3/23	961412	\$ 50.00
			Legal Svc/Land Use/Los Alamitos Race Course 4/23	961415	\$ 175.00
			Legal Svc/Public Records Act Assistance 2/23	961410	\$ 73.61
			Legal Svc/Public Records Act Assistance 3/23	961413	\$ 73.61
			Legal Svc/Public Records Act Assistance 4/23	961416	\$ 73.61
			Litigation Svc/Public Records Act/Fortis 2/23	961411	\$ 2,240.00
			Litigation Svc/Public Records Act/Fortis 3/23	961414	\$ 3,887.66
			Litigation Svc/Public Records Act/Fortis 4/23	961417	\$ 4,481.90
62922	1033 - SAINT IRENAEUS CATHOLIC CHURCH	\$ 300.00			
			Refund/Facility Deposit/Contract #5770	Rfd 7/7/23	\$ 300.00
62923	939 - SKYHAWKS SPORTS ACADEMY, INC	\$ 1,024.40			
			Instruct/Soccer Camp 6/19-6/23	6/23/23	\$ 1,024.40
62924	165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG	\$ 532.50			
			Roof Safety Harness(1)/Shock Absorbing Lanyard(1)/Sr Center 6/26	7684	\$ 532.50
62925	119016 - SO CAL EDISON	\$ 28,805.52			
			700710877173 - Svc/Lexington Park 2/2/22-6/14/23	2/2/22-6/14/23	\$ 28,805.52
62926	119017 - SO CAL GAS CO	\$ 1,328.21			
			00840909006 Svc/Comm Center 6/23	6/23(D)	\$ 186.35
			08131074000 Svc/Storm Drain 6/23	6/23(G)	\$ 21.20
			12600890003 Svc/Maint Yard 6/23	6/23(C)	\$ 83.44
			13230923008 Svc/Storm Drain 6/23	6/23	\$ 19.13
			14011061398 Svc/Storm Drain 6/23	6/23(E)	\$ 35.00
			16111070716 Svc/Storm Drain 6/23	6/23(F)	\$ 33.38
			18690942000 Svc/Sr Center 6/23	6/23(A)	\$ 202.44
			19530910009 Svc/City Hall 6/23	6/23(B)	\$ 747.27
62927	109186 - SOROPTIMIST INTERNATIONAL OF CYPRESS	\$ 300.00			
			Refund/Facility Deposit/Contract #6068	Rfd 7/7/23	\$ 300.00
62928	543 - SORVILLO, BRYAN	\$ 7,566.00			
			Instruct/Group Tennis 6/12-7/7	7/7/23	\$ 7,566.00
62929	116238 - STAPLES BUSINESS ADVANTAGE	\$ 857.54			
			Supplies/Citywide 6/23	7/7/23	\$ 857.54
62930	2228 - TARTAN ASSOCIATES	\$ 1,734.56			
			W/C Dispatch Chair (1) 6/16	TA-828-CA	\$ 1,734.56
62931	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,600.00			
			PD Svc/Employee Counseling 6/23	86892	\$ 1,000.00
			PD Svc/Psych Eval(1) 5/31	87071	\$ 300.00
			PD Svc/Psych Eval(1) 5/31	87092	\$ 300.00

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62932	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	\$ 750.00	Svc/Hydro-Jet/Oak Knoll Park Snack Shack 6/15	58364	\$ 750.00
62933	112084 - TRAINING INNOVATIONS INC	\$ 800.00	PD Training Software Maint/TMS 7/1/23-6/30/24	23-031	\$ 800.00
62934	2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP	\$ 5,430.00	Design/Oak Knoll Park Security Cameras 4/1/23-5/31/23	926	\$ 5,430.00
62935	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 615.00	PD Svc/Polygraphs(3) 5/23	CYPD-2023/05	\$ 615.00
62936	1095 - TYLER TECHNOLOGIES, INC-NEW WORLD	\$ 7,878.56	Software Maint/New World Mobile App 8/1/23-7/31/24	025-427191	\$ 7,878.56
62937	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 30.66	PD Uniform Alterations/Aides SGonzalez & BRosette	7277	\$ 30.66
62938	129595 - VERIZON WIRELESS - CA	\$ 83.63	Cell Svc/Rec 6/23	6/23	\$ 83.63
62939	2095 - VU 4 LEARNING CORP BRICKS 4 KIDZ	\$ 3,220.75	Instruct/Intro to Coding 6/12-6/16	6/16/23	\$ 1,491.75
			Instruct/LEGO Camp 6/19-6/22	6/22/23	\$ 1,729.00
62940	129522 - WALTERS WHOLESALE ELECTRIC	\$ 370.09	Electrical Circuit Tracer(1) 6/6	172413	\$ 370.09
62941	2193 - WEST GROVE VOLLEYBALL, LLC	\$ 244.40	Instruct/Volleyball 6/4-6/25	6/25/23	\$ 244.40
62942	1074 - WOMAN'S CLUB OF CYPRESS	\$ 300.00	Refund/Facility Deposit/Contract #6020	Rfd 7/7/23	\$ 300.00
62943	2284 - WURSTHORN, JOSHUA	\$ 1,011.34	Reimb/PD Uniform/Trainee JWursthorn	Reimb 7/7/23	\$ 1,011.34
62944	1974 - YUNEX LLC	\$ 24,292.32	Repair/Traffic Signal Knockdown/Katella & Hope 6/23	5610283849	\$ 13,675.00
			Repair/Traffic Signals 5/23	5620043177	\$ 6,486.25
			Traffic Signal Maint 5/23	5610284056	\$ 4,131.07
62945	0 - ARIAS, ALDO	\$ 177.00	Refund/Kid Detective 6/26-6/30	Rfd 7/7/23	\$ 177.00
62946	0 - BAYYE, PRIYANKA	\$ 26.00	Refund/Karate 6/21-7/12	Rfd 7/7/23	\$ 26.00
62947	0 - BENAVIDEZ, STEPHANIE	\$ 100.00	Refund/Facility Deposit/Contract #7610	Rfd 7/7/23	\$ 100.00
62948	0 - BILES, DAN	\$ 1,000.00	Refund/Recycling/10271 Hialeah Dr	Rfd 7/7/23	\$ 1,000.00
62949	0 - CASTANEDA, SYLVIA	\$ 300.00	Refund/Facility Deposit/Contract #7197	Rfd 7/7/23	\$ 300.00
62950	0 - CHON, HEUNG	\$ 500.00	Refund/Recycling Deposit/9638 Oakmount St	Rfd 7/7/23	\$ 500.00

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62951	0 - ESCUDERO, SERGIO	\$ 6,000.00	Refund/Recycling Deposit/5865 Katella	Rfd 7/7/23	\$ 6,000.00
62952	0 - HAGGERTY, PAUL	\$ 500.00	Refund/Recycling Deposit/11427 Madeira St	Rfd 7/7/23	\$ 500.00
62953	0 - HOWARD, AUSTRALIA	\$ 500.00	Refund/Recycling Deposit/8292 Gay St	Rfd 7/7/23	\$ 500.00
62954	0 - JACKSON, BROOKE	\$ 300.00	Refund/Facility Deposit/Contract #7384	Rfd 7/7/23	\$ 300.00
62955	0 - KHAZEM, NOUR	\$ 207.00	Refund/Summer Parks 7/5-8/10	Rfd 7/7/23	\$ 207.00
62956	0 - KO, JOANNE	\$ 500.00	Refund/Recycling Deposit/8360 Carob St	Rfd 7/7/23	\$ 500.00
62957	0 - NGUYEN, HUY	\$ 1,000.00	Refund/Recycling Deposit/CDD-22-112	Rfd 7/7/23	\$ 1,000.00
62958	0 - OH, DAVID	\$ 150.00	Refund/Facility Deposit/Contract #7191	Rfd 7/7/23	\$ 150.00
62959	0 - PATEL, PARBHU	\$ 500.00	Refund/Facility Deposit/Contract #6602	Rfd 7/7/23	\$ 500.00
62960	0 - ROMERO, LUIS	\$ 500.00	Refund/Recycling Deposit/9316 Cambridge St	Rfd 7/7/23	\$ 500.00
62961	0 - SOSA, MIGUEL	\$ 150.00	Refund/Facility Deposit/Contract #7491	Rfd 7/7/23	\$ 150.00
62962	0 - TAM, WILSON	\$ 300.00	Refund/Facility Deposit/Contract #7493	Rfd 7/7/23	\$ 300.00
62963	0 - ZAW, DONALD	\$ 150.00	Refund/Facility Deposit/Contract #7264	Rfd 7/7/23	\$ 150.00
62964	1611 - J B BOSTICK COMPANY INC	\$ 48,450.00	Reissue Check #61994	Reissue 7/13/23	\$ 48,450.00
62965	290 - AC EXCHANGE AUTO	\$ 595.60	Svc/Air Conditioner/Unit #132 7/6	051170	\$ 595.60
62966	1258 - ACME WORKPLACE SAFETY PRODUCTS	\$ 286.76	Supplies/First Aid/Maint Yard 7/3	5952	\$ 286.76
62967	106914 - ADMINISURE	\$ 3,477.00	Workers Comp Claims Admin 7/23	16094	\$ 3,477.00
62968	270 - AITHAL, DARSHINI	\$ 2,068.30	Instruct/Art/Yoga 4/17-6/9	6/9/23	\$ 596.70
			Instruct/Art/Yoga 6/14-7/15	7/15/23	\$ 1,159.60
			Instruct/Chair Yoga 6/5-6/26	6/26/23	\$ 136.50
			Instruct/Flow Yoga 6/6-6/27	6/27/23	\$ 175.50
62969	130335 - AKM CONSULTING ENGINEERS	\$ 6,699.00	Design/Update/Sewer Spill Emergency Response Plan 6/23	0012308	\$ 6,699.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62970	122455 - ALL AMERICAN SIGN CO, INC	\$ 1,065.77			
			Update Banners(2)/Salute to America 6/29	54241	\$ 629.77
			Update Banners(6)/Concerts on the Green 6/21	64179	\$ 436.00
62971	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 2,288.55			
			Crossing Guard Services(95 Hrs) 6/11-6/24	86578	\$ 2,288.55
62972	110117 - ALLIANT INSURANCE SVC	\$ 2,310.00			
			W/C Crime Insurance 7/1/23-7/1/24	2352674	\$ 2,310.00
62973	110130 - ANDERSEN'S DOOR SERVICE, INC	\$ 315.00			
			Repair/Security Gate/Maint Yard 7/12	8510	\$ 315.00
62974	1200 - ANNEALTA GROUP	\$ 1,627.50			
			Svc/Housing Element Implementation/Ordinance Amendments 6/23	2852	\$ 1,085.00
			Svc/Planning Project Management & Support Assistance 6/23	2853	\$ 116.25
			Svc/Planning Project Manager/Housing Element Implementation 6/23	2850	\$ 116.25
			Svc/Planning Project Manager/LPT Modern Machine 6/23	2851	\$ 310.00
62975	1619 - ARDURRA GROUP, INC	\$ 31,924.00			
			Inspect/Residential Street Resurfacing 6/23	138934	\$ 6,800.00
			Inspect/Sr Center Interior Improvements 6/23	138805	\$ 304.00
			Inspect/Various Non-CIP Engineering Permits 6/23	138750	\$ 24,820.00
62976	110860 - AT&T	\$ 824.23			
			Svc/Internet 6/23	20172806	\$ 824.23
62977	110860 - AT&T	\$ 4.41			
			2481347232-Admin Phone Svc 7/23	7/23	\$ 4.41
62978	110860 - AT&T	\$ 3,584.74			
			9391033694-PW Phone Svc 6/23	6/23(I)	\$ 154.88
			9391033695-Civic Center Phone Svc 6/23	6/23(H)	\$ 26.72
			9391033698-PW Phone Svc 6/23	6/23(J)	\$ 27.20
			Phone Svc/Multi-Line 6/13-7/12	6/13/23-7/12/23	\$ 3,375.94
62979	252 - AUTO ZONE, INC	\$ 71.10			
			Replace/Door Window Motor/Unit #695	5521943975	\$ 71.10
62980	122652 - AVENU MUNISERVICES MUNISERVICES, LLC	\$ 750.00			
			Svc/Sales Tax Audit Report Service QE 3/31/23	INV06-016888	\$ 750.00
62981	235 - AYSO REGION 154 CYPRESS	\$ 300.00			
			Refund/Facility Deposit/Contract #6279	Rfd 7/21/23	\$ 300.00
62982	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 3,091.48			
			Insurance/Vision Claims/City & Dist & West Comm 6/23	B09H5B	\$ 3,091.48
62983	1075 - BIG AIR TRAMPOLINE PARK	\$ 975.00			
			Excursion(65)/Day Camp 7/26	30,387	\$ 975.00
62984	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 13,663.52			
			Svc/Landscape/Lexington Park 5/23	8491085	\$ 6,831.76
			Svc/Landscape/Lexington Park 6/23	8491077	\$ 6,831.76
62985	866 - C3 OFFICE SOLUTIONS	\$ 24.65			
			W/C Copier Svc/Supplies 6/23	INV163041	\$ 24.65

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62986	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 355.05			
			PD Blood/Alcohol Test(3) 6/23	2306	\$ 355.05
62987	100390 - CA POLICE CHIEFS ASSOC-CPCA	\$ 1,040.00			
			PD Dues/CA Police Chiefs Assoc/CR 7/1/23-6/30/24	1391	\$ 155.00
			PD Dues/CA Police Chiefs Assoc/ML 7/1/23-6/30/24	2956	\$ 730.00
			PD Dues/CA Police Chiefs Assoc/MT 7/1/23-6/30/24	1389	\$ 155.00
62988	1375 - CALIBER CONSTRUCTION	\$ 18,821.00			
			Refund/Recycling Deposit/6141 Katella Ave	Rfd 7/21/23	\$ 18,821.00
62989	111328 - CALIFORNIA BUILDING STANDARDS COMMISSION	\$ 921.60			
			Building Standards 4/1/23-6/30/23	4/23-6/23	\$ 921.60
62990	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	\$ 1,500.00			
			Svc/Restroom & Tennis Court Lockup 6/23	3604-151	\$ 1,500.00
62991	2278 - CALIFORNIA SURVEYING & DRAFTING SUPPLY	\$ 475.00			
			PD Software Maint/Traffic Accident Mapping 8/1/23-7/31/24	91334459	\$ 475.00
62992	111882 - CALIFORNIA YELLOW CAB CORP	\$ 3,840.00			
			Sr Center/Nutrition Program 5/23	5503023	\$ 2,145.00
			Taxi Voucher Program/Sr Center 5/23	5501023	\$ 1,695.00
62993	2118 - CASC ENGINEERING AND CONSULTING, INC	\$ 420.00			
			Consult/Modernization & Integration/Business Park 6/23	0049268	\$ 420.00
62994	122747 - CDW GOVERNMENT, INC	\$ 7,920.81			
			Software Maint/Anti-Virus 7/1/23-6/30/23	KN85924	\$ 7,920.81
62995	123012 - CHARLES ABBOTT ASSOCIATES	\$ 5,709.00			
			Svc/Fats, Oil & Grease/NPDES Inspections 5/23	65877	\$ 5,709.00
62996	110067 - COMLINK LASER CARE	\$ 221.90			
			Toners(2)/PD 7/17	75112	\$ 221.90
62997	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 5,000.00			
			Svc/Recreation Strategic Communication Support 6/23	2307-486	\$ 5,000.00
62998	115003 - COUNTY OF ORANGE	\$ 7,122.20			
			Dues/Local Agency Formation Commissions 2023-24	GA23240006	\$ 7,122.20
62999	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT OCSD	\$ 208.50			
			PD Repair/Radio/Unit #674 5/10	WO0015012	\$ 139.00
			PD Repair/Radio/Unit #674 5/23	WO0015255	\$ 69.50
63000	129969 - CROWN TROPHY COLOMRICAN, INC	\$ 558.90			
			Award Medals(130)/Challenger Basketball 7/3	16779	\$ 558.90
63001	116854 - DATA TICKET INC-MSB	\$ 1,642.20			
			Parking Citation Processing 6/23	153450	\$ 1,642.20
63002	378 - DELL COMPUTERS	\$ 1,738.66			
			PD Computer(1)/Traffic Division 7/11	10684225652	\$ 1,738.66
63003	104010 - DEPT OF CONSERVATION-STATE OF CALIFORNIA	\$ 3,276.23			
			Strong Motion 4/1/23-6/30/23	4/23-6/23	\$ 3,276.23

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63004	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 130.00			
			Svc/Fingerprints(1)/Recreation 6/23	667301	\$ 32.00
			Svc/Fingerprints(2)/PD 6/23	667301(A)	\$ 98.00
63005	1158 - DIRECTV	\$ 191.99			
			W/C Svc/Satellite TV 6/25-7/25	006762204X230626	\$ 191.99
63006	755 - DOMEN LAWNMOWER	\$ 31.93			
			Saw Chain(1)/Sharpen Clippers(1) 7/5	183581	\$ 31.93
63007	1488 - ENTERPRISE HOLDINGS INC	\$ 2,295.56			
			PD Rental Car(1) 4/26-5/26	33349191	\$ 757.94
			PD Rental Car(1) 4/30-5/30	33349191(A)	\$ 780.74
			PD Rental Car(1) 5/2-6/1	33349191(B)	\$ 756.88
63008	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	\$ 337.91			
			PD Exam Gloves(3K) 7/5	6144044	\$ 337.91
63009	104530 - EXPERIAN	\$ 77.24			
			PD Credit Reports 6/23	CD2403003520	\$ 77.24
63010	1115 - FRONTIER	\$ 2,123.25			
			W/C Phone Svc/5627955413 7/23	7/23(B)	\$ 2,123.25
63011	119018 - GOLDEN STATE WATER COMPANY	\$ 16,343.93			
			Svc/Civic Center 6/23	6/23(C)	\$ 4,686.76
			Svc/Community Center 6/23	6/23(D)	\$ 34.23
			Svc/Lexington Park 6/23	6/23(E)	\$ 2,181.98
			Svc/Maint Yard Landscaping 5/23	5/23(K)	\$ 30.24
			Svc/Parks Landscaping 6/23	6/23(B)	\$ 707.29
			Svc/Parkway Maint 6/23	6/23(G)	\$ 5,647.02
			Svc/Sr Center 5/23-6/23	5/23-6/23	\$ 974.85
			Svc/Stanton Channel Berm 6/23	6/23(F)	\$ 2,081.56
63012	110049 - GREAT SCOTT TREE SERVICE INC	\$ 14,111.00			
			Svc/Remove Tree(1) 6/16	49817	\$ 1,665.00
			Svc/Trim Trees(113) 6/23	49892	\$ 5,600.00
			Svc/Trim Trees(16) 6/22	49893	\$ 1,589.00
			Svc/Trim Trees(3) 6/20	49890	\$ 327.00
			Svc/Trim Trees(52) 6/21	49936	\$ 4,930.00
63013	110815 - GRIFFIN STRUCTURES INC	\$ 9,750.00			
			Construct Mgmt/Arnold Cypress Park Rehab 6/23	GSI-CACPR591-04	\$ 9,750.00
63014	1826 - HID GLOBAL CORPORATION CROSSMATCH	\$ 2,710.42			
			PD Software Maint/Fingerprint Readers 9/1/23-8/31/24	13502006065	\$ 2,710.42
63015	117233 - HOME DEPOT CREDIT SVC-REC #0720	\$ 117.53			
			Disposable Gloves(100)/Lexington Park 6/26	5526401	\$ 19.36
			Packing Tape(3 Rls)/Community Center 6/26	5526402	\$ 16.14
			Supplies/Salute To America 6/29	2065216	\$ 82.03
63016	2179 - IGM TECHNOLOGY CORP	\$ 8,250.00			
			Final/Svc/Electronic Budgeting 12/19/22-12/18/23	1378	\$ 8,250.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63017	450 - INGLIS IMPORTS, INC-INGLIS POLICE DOG ACADEMY	\$ 5,000.00	PD Svc/Canine Monthly Training/Kubo & Bono 7/1/23-6/30/23	IPHS000987	\$ 5,000.00
63018	103024 - JHM & CARSON SUPPLY	\$ 98.34	Irrigation Lids(3)/Valve Box(1) 6/29	88081/3	\$ 62.60
			PVC Irrigation Couplings(4) 6/27	88012/3	\$ 35.74
63019	666 - JOHN'S INCREDIBLE PIZZA CO	\$ 1,215.53	Final Excursion(60)/Day Camp 7/26	7/26/23	\$ 1,215.53
63020	1316 - JR GREASE SERVICE	\$ 900.00	Svc/Clean Grease Trap/Community Center 6/30	40417	\$ 450.00
			Svc/Clean Grease Trap/Sr Center 6/30	40416	\$ 450.00
63021	125450 - KMBS USA INC KONICA MINOLTA	\$ 3,607.25	Copier Maint(10)/Citywide 4/1/23-6/30/23	9009407904	\$ 3,607.25
63022	2211 - KNIGHT LEADERSHIP SOLUTIONS LLC MARIE KNIGHT	\$ 750.00	Svc/Staff Training/Time Management/Planning 6/21	314	\$ 750.00
63023	111037 - KNOTTS BERRY FARM	\$ 1,710.00	Excursion(57)/Day Camp 8/2	8/2/23	\$ 1,710.00
63024	111167 - LEXIPOL LLC	\$ 12,392.11	PD Training Manual Updates 7/1/23-6/30/24	INVLEX17185	\$ 6,814.28
			W/C Svc/Police Policy Manuals & Updates 6/1/23-5/31/24	INVLEX16340	\$ 5,577.83
63025	1779 - LINS COTT LAW & GREENSPAN ENGINEERS	\$ 2,972.00	Svc/Traffic Engineer/Goodman Project 12/22	14394-00131	\$ 2,972.00
63026	2205 - BP FORD OF LONG BEACH	\$ 77.92	Replace/Wiper Switch/Unit #608	204205FOW	\$ 77.92
63027	112016 - LOS ALAMITOS LOCK SERVICE	\$ 148.58	Keys(30)/Community Center 6/20	5165	\$ 131.10
			Keys(4)/Showmobile 6/19	5166	\$ 17.48
63028	109168 - MACADEE ELECTRICAL CONSTRUCTION, INC	\$ 76,022.00	Final/Install/Traffic Camera Upgrades(11) 6/23	5474	\$ 76,022.00
63029	2239 - MACCHIA, TINO	\$ 2,600.00	Perform/Music/Concert on the Green 7/21	07212023	\$ 2,600.00
63030	106900 - MAD SCIENCE OF WEST OC	\$ 2,616.25	Instruct/NASA Jr. Astronaut Camp 7/10-7/14	7/14/23	\$ 2,616.25
63031	109220 - MANHATTAN STITCHING CO, INC	\$ 1,213.41	Shirts(18)/Recreation Staff 6/8	95234	\$ 478.41
			Staff Shirts(100)/Recreation 6/21	95438	\$ 735.00
63032	2217 - MI JALISCO NURSERY INC	\$ 143.32	Trees(2)/Orange & Moody 6/27	3684	\$ 143.32
63033	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	\$ 25.00	PD Svc/Shooting Range(1)/SWAT 6/15	1835	\$ 25.00
63034	109269 - MILES, HILDA	\$ 910.00	Instruct/Hula Dance 6/13-7/25	7/25/23	\$ 877.50
			Instruct/Hula Dance/Late Registration 6/14-7/12	7/12/23	\$ 32.50

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63035	80 - MORRIS, LETICIA	\$ 249.60			
			Instruct/Zumba 6/17 & 6/24	6/24/23	\$ 117.00
			Instruct/Zumba Gold 6/15-6/29	6/29/23	\$ 132.60
63036	109055 - MOTOROLA SOLUTIONS, INC	\$ 205.00			
			PD Repair/Mobile Audio Visual Transmitters(4) 6/19	8330249959	\$ 205.00
63037	1445 - MVP SECURITY SYSTEMS, INC.	\$ 3,692.04			
			Retention/PD Security Camera/Door Access Control	7/21/23	\$ 3,692.04
63038	1072 - NATIONAL TRAINING CONCEPTS, INC	\$ 290.00			
			PD Reg/Diversiory Device Instructor's Course/CM 8/9-8/10	23-157	\$ 290.00
63039	122610 - OC CHIEFS OF POLICE AND SHERIFF ASSOC	\$ 500.00			
			PD Dues/OC Chiefs of Police & Sheriffs Assoc/ML 7/1/23-6/30/24	PD Dues 23/24	\$ 500.00
63040	2199 - OPPENHEIMER NATIONAL	\$ 66,156.97			
			Final/Svc/Park Improvements/Park Benches/Various Locations 6/23	310C1	\$ 35,871.05
			Final/Svc/Park Improvements/Picnic Tables/Various Locations 6/23	310D1	\$ 30,285.92
63041	107959 - ORANGE COUNTY COUNCIL OF GOVERNMENTS-OCCOG	\$ 8,127.37			
			Dues/OC Council of Governments 7/1/23-6/30/24	2023-102	\$ 5,523.16
			Fee/Demographic Research 7/1/23-6/30/24	2023-102(A)	\$ 2,604.21
63042	122725 - ORANGE COUNTY SANITATION DISTRICT	\$ 492,655.78			
			Sewer Connect Fees 5/23	5/23	\$ 487,970.35
			Sewer Connect Fees 6/23	6/23	\$ 4,685.43
63043	1140 - ORTIZ, JESSE	\$ 138.00			
			Meals/Supervisory Leadership Course 6/15-6/17	Reimb 7/21/23	\$ 138.00
63044	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	\$ 1,199.04			
			Svc/Car Wash/PD(52) 5/23	2158	\$ 541.48
			Svc/Car Wash/PD(57) 6/23	2159	\$ 657.56
63045	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 2,128.75			
			Instruct/Pickleball 6/14-7/5	7/5/23	\$ 1,007.50
			Instruct/Pickleball 6/18-7/16	7/16/23	\$ 731.25
			Instruct/Pickleball/Private Lessons 6/23	6/23	\$ 214.50
			Instruct/Pickleball/Youth Summer Camp 6/27-6/30	6/30	\$ 175.50
63046	2289 - PHAM, MICHAEL	\$ 24.00			
			Meals/Property & Evidence Management 6/26-6/27	Reimb 7/21/23	\$ 24.00
63047	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 3,325.00			
			Postage/City & Recreation Newsletter 8/23	7/21/23	\$ 3,325.00
63048	1825 - PRISM PUBLIC RISK INNOVATION SOLUTIONS & MGMT	\$ 1,355.62			
			EAP/City and West Comm(421) 7/1/23-9/30/23	24400006	\$ 1,355.62
63049	2275 - PULSEWAY MMISOFT DESIGN LTD	\$ 1,671.60			
			Sub/IT Network Monitoring System 7/6/23-7/5/24	R-30065	\$ 1,671.60
63050	484 - QUADIENT LEASING USA, INC-MAILFINANCE INC-HASLER	\$ 244.73			
			Lease/Postage Meter 5/1/23-7/31/23	N16071112X	\$ 244.73
63051	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	\$ 46.25			
			Consult/Affordable Housing/Citrus Square Senior Community 6/23	I010550	\$ 46.25

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63052	111301 - S.C. YAMAMOTO, INC	\$ 29,254.39			
			Svc/Landscape/Citywide 6/23	1424075	\$ 14,820.00
			Svc/Landscape/Right of Way & Berm 6/23	1424074	\$ 14,434.39
63053	106893 - SAFESHRED	\$ 40.00			
			W/C Svc/Shredding 6/6	343007	\$ 40.00
63054	1016 - SALAZAR, SARA	\$ 56.40			
			Reimb/Mileage/City Council 4/6-6/26	Reimb 7/21/23	\$ 56.40
63055	2031 - SDI PRESENCE LLC	\$ 2,316.21			
			W/C Svc/Monitor IT/CAD System 6/23	13185	\$ 2,316.21
63056	939 - SKYHAWKS SPORTS ACADEMY, INC	\$ 3,496.35			
			Instruct/Flag Football & Volleyball Camps 6/26-6/30	6/30/23	\$ 2,269.15
			Instruct/Golf Camp 7/5-7/7	7/7/23	\$ 1,227.20
63057	119051 - SMART & FINAL (REC & PARKS)	\$ 313.52			
			Food/Day Camp 6/16	3565620020401	\$ 34.97
			Food/Playground/Kids Night Out 6/16	3565620020301	\$ 59.02
			Food/Resource Fair 6/13	3565620018401	\$ 61.44
			Food/Youth Sports 6/8	3565620010205(A)	\$ 32.90
			Supplies/Playground/Kids Night Out 6/16	3565620020501	\$ 16.14
			Supplies/Resource Fair 6/13	3565620018401(A)	\$ 62.36
			Supplies/Salute To America 6/29	3565620015701	\$ 35.52
			Supplies/Youth Sports 6/8	3565620010205	\$ 11.17
63058	108459 - SMART & FINAL-POLICE ACCT	\$ 250.30			
			Supplies/PD Breakroom 6/13	3563630009003	\$ 61.37
			Supplies/PD Breakroom 6/13	3563630012601	\$ 38.31
			Supplies/PD Breakroom 6/30	3563630026301	\$ 150.62
63059	119138 - SO CAL ASSOC OF GOVERNMENTS - SCAG	\$ 6,231.00			
			Dues/So CA Assoc of Governments 2023-24	Dues 2023-24	\$ 6,231.00
63060	119016 - SO CAL EDISON	\$ 110,988.86			
			700003851853 Svc/Parkways 6/23	6/23(D)	\$ 498.50
			700134894611 - Svc/Traffic Signal 6/23	6/23(B)	\$ 24.99
			700351486618 Svc/Willow Park 6/23	6/23(C)	\$ 499.89
			700370018870 - Svc/Traffic Signal 6/23	6/23	\$ 82.92
			700428641933 Svc/Mackay Park 6/23	6/23(A)	\$ 153.69
			700710877173 - Svc/Lexington Park 7/23	7/23	\$ 3,457.96
			Svc/Citywide 5/11-6/11	5/11/23-6/11/23	\$ 106,270.91
63061	2088 - SO CAL INDUSTRIES	\$ 8,355.89			
			Rent/Portable Restrooms(20)/Fencing(1.9K)/Salute to America 6/30	638822	\$ 8,355.89
63062	543 - SORVILLO, BRYAN	\$ 336.00			
			Instruct/Private Tennis 6/1-6/30	6/23	\$ 336.00
63063	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	\$ 665.26			
			Fee/Diesel Generator/City Hall 2023-24	4196043	\$ 504.91
			Fee/Generator Emissions/City Hall 2023-24	4197145	\$ 160.35

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63064	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 2,646.65			
			Pub Notice/Resolution #6927/Landscape Maint District #1	0011608767	\$ 2,646.65
63065	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 60.00			
			PD Svc/Shredding 7/3	230358	\$ 60.00
63066	125888 - SPARKLETTS	\$ 319.20			
			Comm Center Bottled Water 6/23	4104724 6/23	\$ 43.89
			Maint Bottled Water 6/23	4106666 6/23	\$ 91.77
			PD Bottled Water 6/23	4104648 6/23	\$ 111.72
			Print Shop Bottled Water 6/23	4105217 6/23	\$ 7.98
			W/C Bottled Water 6/23	4089647 6/23	\$ 63.84
63067	109248 - STAPLES CREDIT PLAN-POLICE	\$ 254.99			
			PD Hand Soap Refills(8 Btls) 5/31	3280314851	\$ 247.80
			PD Water Bottles(24)/Special Olympics Torch Run 6/8	25931	\$ 7.19
63068	119024 - STATE COMP INSURANCE FUND	\$ 1,769.33			
			W/C Workers Comp Insurance 6/30-7/30	1001574623	\$ 1,769.33
63069	122963 - STERICYCLE INC	\$ 45.50			
			PD Med Waste Removal 7/23	3006523993	\$ 45.50
63070	1330 - SUPERIOR PROPERTY SERVICES, INC	\$ 6,776.00			
			Svc/Graffiti Removal/Streets & Parks 6/23	17833	\$ 6,776.00
63071	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 1,000.00			
			Svc/Audio & Lighting/Concert on the Green 7/21	1-7/21/23	\$ 1,000.00
63072	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 490.00			
			PD Svc/Psych Eval(1) 6/26	87278	\$ 300.00
			W/C Svc/Employee Counseling 6/23	87321	\$ 190.00
63073	2067 - THE ORIGINAL GOODIE'S UNIFORM	\$ 91.45			
			PD Honor Guard Uniform/DMartinez 6/30	10254	\$ 91.45
63074	851 - THE UPS STORE, #5882	\$ 175.00			
			Svc/Fingerprints(1)/Recreation 6/23	7/6/2023	\$ 25.00
			Svc/Fingerprints(6)/Rec Volunteers 6/23	7/6/2023(A)	\$ 150.00
63075	29 - TIMOTHY BOWEN PLAY-WELL TEKNOLOGIES	\$ 2,964.00			
			Instruct/STEM+Minecraft Engineering with LEGO 7/3-7/7	7/7/23	\$ 2,964.00
63076	1141 - TRAUMA INTERVENTION PROGRAMS, INC	\$ 5,902.00			
			PD Svc/Traumatic Event Victim Support 7/1/23-6/30/23	3214	\$ 5,902.00
63077	2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP	\$ 3,662.50			
			Consult/Security System/Arnold Cypress Park Rehab 4/1/23-5/31/23	927	\$ 3,662.50
63078	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 615.00			
			PD Svc/Polygraphs(3) 6/23	CYPD-2023/06	\$ 615.00
63079	128063 - U S ARMOR CORPORATION	\$ 741.47			
			PD Ballistic Vest(1)/SReed 6/28	42614	\$ 741.47
63080	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 111.50			
			Svc/DigAlert Tickets 6/23	620230217	\$ 111.50

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63081	1139 - UNIFIRST CORP	\$ 905.17	Uniforms/Mats/Mops/Towels 6/23	6/23	\$ 905.17
63082	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 720.29	PD Honor Guard Uniform/JH & HM & DM & JO 6/30	7337	\$ 720.29
63083	100308 - UNITED MAINTENANCE SYSTEMS	\$ 20,154.00	Svc/Janitorial/Citywide 6/23	15523	\$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 6/23	15525	\$ 7,980.00
			Svc/Janitorial/Park Restrooms(8) 6/23	15524	\$ 6,100.50
			Svc/Weekend Enhanced Cleaning/PD 6/23	15526	\$ 787.00
63084	2240 - UNIVERSAL WASTE SYSTEMS	\$ 300.00	Svc/Porta Pottie(1)/Maint Yard 6/23	0002331159	\$ 100.00
			Svc/Porta Pottie(1)/Nature Park 6/23	0002331352	\$ 200.00
63085	1992 - VOORHEES, RONDA	\$ 1,722.50	Instruct/Art Fun/Acting/Piano 6/14-8/2	8/2/23	\$ 1,722.50
63086	112149 - WESTERN EXTERMINATOR COMPANY	\$ 460.00	Svc/Pest Control/Citywide 6/23	275661C	\$ 460.00
63087	2281 - WESTERN PACIFIC DISTRIBUTORS INC	\$ 2,688.44	Ice Machine(1)/Sr Center 7/5	5709033	\$ 2,688.44
63088	1962 - WEX HEALTH INC-WEX	\$ 86.25	Admin Fee/FSA 6/23	0001768441	\$ 86.25
63089	2044 - YOUTH EVOLUTION ACTIVITIES	\$ 1,222.65	Instruct/Youth Basketball 5/11-6/15	6/15/23	\$ 1,222.65
63090	0 - BONILLA, FRANCISCO	\$ 500.00	Refund/Recycling Deposit/5182 Canterbury Dr	Rfd 7/21/23	\$ 500.00
63091	0 - CYPRESS SENIOR CITIZENS CLUB	\$ 300.00	Refund/Facility Deposit/Contract #5458	Rfd 7/21/23	\$ 300.00
63092	0 - CYPRESS SUNSHINE CLUB	\$ 300.00	Refund/Facility Deposit/Contract #5477	Rfd 7/21/23	\$ 300.00
63093	0 - EIVERS, JUNKO	\$ 29.00	Refund/Day Camp Excursion 7/12	Rfd 7/21/23	\$ 29.00
63094	0 - HARTWIG, MARC P	\$ 40.00	Refund/Citation #CP474542	Rfd 7/21/23	\$ 40.00
63095	0 - KIM, JIN KOOK	\$ 150.00	Refund/Facility Deposit/Contract #7045	Rfd 7/21/23	\$ 150.00
63096	0 - KIM, ROBERT	\$ 500.00	Refund/Recycling Deposit/11593 Talaud St	Rfd 7/21/23	\$ 500.00
63097	0 - MOSLEY INSURANCE & FINANCIAL SERVICES	\$ 300.00	Refund/Facility Deposit/Contract #7497	Rfd 7/21/23	\$ 300.00
63098	0 - NUNES, JOHN	\$ 183.00	Refund/NASA Camp 7/10-7/14	Rfd 7/21/23	\$ 183.00
63099	0 - ORTIZ, ANNE	\$ 300.00	Refund/Facility Deposit/Contract #7676	Rfd 7/21/23	\$ 300.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63100	0 - PERKINS, NICHOLAS KURT	\$ 40.00			
			Refund/Citation #CP474023	Rfd 7/21/23	\$ 40.00
63101	0 - PIRRUCCELLO, ALAN	\$ 1,000.00			
			Refund/Recycling Deposit/4018 Via Encinas	Rfd 7/21/23	\$ 1,000.00
63102	0 - QUIZON-UNGOS, KAPIOLANI	\$ 300.00			
			Refund/Facility Deposit/Contract #7489	Rfd 7/21/23	\$ 300.00
63103	0 - RAMIREZ GUERRERO, JOSE G	\$ 500.00			
			Refund/Recycling Deposit/11554 Talaud St	Rfd 7/21/23	\$ 500.00
63104	0 - ROMERO, CESAR	\$ 25.00			
			Refund/Citation #CP473636	Rfd 7/21/23	\$ 25.00
63105	0 - SUSANTO, YENTIN	\$ 6.00			
			Refund/Class Transfer/NASA to Crazy Chemworks	Rfd 7/21/23	\$ 6.00
63106	0 - TELLO, CAROLINA	\$ 216.00			
			Refund/Youth Evolution Basketball 7/5-7/7	Rfd 7/21/23	\$ 216.00
63107	0 - THOMPSON, JEROME	\$ 300.00			
			Refund/Facility Deposit/Contract #7666	Rfd 7/21/23	\$ 300.00
63108	0 - WALTERS, JUSTIN	\$ 58.00			
			Refund/Citation #CP458601	Rfd 7/21/23	\$ 58.00
63109	0 - WANG, TIMOTHY	\$ 175.00			
			Refund/Watercolor Paint 7/31-8/4	Rfd 7/21/23	\$ 175.00
63110	0 - WOO, HYERYUN	\$ 22.00			
			Refund/Summer PARKS Program 7/25-7/27	Rfd 7/21/23	\$ 22.00
63111	0 - WOO, HYERYUN	\$ 295.00			
			Refund/Camp Cypress 7/10-7/21	Rfd 7/21/23	\$ 295.00
63112	0 - LOS ALAMITOS AREA CHAMBER OF COMMERCE	\$ 50.00			
			Refund/Summerfest Clean Up/Los Alamitos Race Course	Rfd 9/30/22	\$ 50.00
63113	0 - ZAW, DONALD	\$ 150.00			
			Refund/Facility Deposit/Contract #7412	Rfd 6/23/23	\$ 150.00
63114	2170 - US BANK	\$ 2,582.26			
			Citywide Credit Card Charges/Statement Ending 7/13/23	1359 7/7/23	\$ 2,582.26
63115	101879 - DOOLEY ENTERPRISES	\$ 4,272.29			
			PD Ammo(9K Rnds) 3/2	365051	\$ 4,272.29
63116	1346 - A1 TEST ONLY & SMOG	\$ 120.00			
			Svc/Smog Test/Unit #141	1203908 7/17/23	\$ 40.00
			Svc/Smog Test/Unit #143	1286377 7/25/23	\$ 40.00
			Svc/Smog Test/Unit #801	1191578 7/18/23	\$ 40.00
63117	290 - AC EXCHANGE AUTO	\$ 2,090.98			
			Repair/Air Conditioner/Unit #608	051313	\$ 595.91
			Replace/Air Conditioner Compressor/Condenser/Unit #605	051345	\$ 1,495.07
63118	106914 - ADMINISURE	\$ 3,477.00			
			Workers Comp Claims Admin 8/23	16177	\$ 3,477.00

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63119	100681 - ADVANCED ALARM & FIRE INC	\$ 1,660.00			
			Svc/Monitor Alarms/Civic Center & Comm Center & Sr Center 6/23	893149	\$ 415.00
			Svc/Monitor Alarms/Civic Center/Comm Center/Sr Center 7/23-9/23	893298	\$ 1,245.00
63120	1398 - AGI ACADEMY-ANCOM GROUP, INC	\$ 187.20			
			Instruct/Computer/Math Workshop 6/22-8/10	8/10/23	\$ 187.20
63121	270 - AITHAL, DARSHINI	\$ 1,536.60			
			Instruct/Art 7/24-7/28	7/28/23	\$ 1,263.60
			Instruct/Yoga 7/12-8/2	8/2/23	\$ 273.00
63122	130335 - AKM CONSULTING ENGINEERS	\$ 39,339.00			
			Svc/Pump Station Evaluations/Myra St & Veterans Park 6/23	0012334	\$ 39,339.00
63123	100723 - ALESHIRE & WYNDER, LLP	\$ 22,706.44			
			Legal Svc/CA Aware 6/23	76971	\$ 2,366.60
			Legal Svc/Code Enforcement 6/23	76965	\$ 279.50
			Legal Svc/Council Matters 6/23	76976	\$ 220.00
			Legal Svc/Engineering 6/23	76961	\$ 1,250.00
			Legal Svc/Finance 6/23	76962	\$ 225.00
			Legal Svc/General Admin 6/23	76960	\$ 3,300.00
			Legal Svc/Housing 6/23	76967	\$ 137.50
			Legal Svc/HR 6/23	76973	\$ 55.00
			Legal Svc/Makkouk 6/23	76968	\$ 2,608.76
			Legal Svc/Planning 6/23	76972	\$ 775.00
			Legal Svc/Police 6/23	76964	\$ 675.00
			Legal Svc/Recreation 6/23	76963	\$ 400.00
			Litigation Svc/CA Voting Rights Act Challenge 6/23	76969	\$ 2,420.00
			Litigation Svc/General Admin 6/23	76975	\$ 250.12
			Litigation Svc/Morris 6/23	76974	\$ 3,625.76
			Litigation Svc/Youngsma 6/23	76966	\$ 4,118.20
63124	122070 - AMERICAN PUBLIC WORKS ASSOC	\$ 286.25			
			Dues/American Public Works Assoc/KG 10/1/23-9/30/24	Dues/KG 2023-24	\$ 286.25
63125	102203 - AMERICAN SOCIETY OF COMPOSERS-ASCAP	\$ 420.00			
			Music License/Concerts on the Green 8/15/23-8/14/24	2023-24	\$ 420.00
63126	101016 - ANAHEIM UNION HIGH SCHOOL DISTRICT	\$ 1,175.00			
			Svc/Transport/Day Camp Excursions(3) 6/23	64SI0865	\$ 1,175.00
63127	110860 - AT&T	\$ 2,583.20			
			Cell Svc/Maint 7/23	7/23(B)	\$ 51.60
			Cell Svc/PD 7/23	7/23(D)	\$ 235.17
			Maint Wireless Aircards 7/23	7/23(A)	\$ 129.69
			PD Svc/Mobile Data 7/23	7/23(E)	\$ 2,100.30
			Svc/Planning iPads 7/23	7/23(C)	\$ 66.44
63128	110860 - AT&T	\$ 26.90			
			9391033696-PD Phone Svc 7/23	7/23(F)	\$ 26.90

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63129	110860 - AT&T	\$ 1.65	East Wing Fax Line 7/23	7/23(G)	\$ 1.65
63130	252 - AUTO ZONE, INC	\$ 231.22	Anti-Freeze(8 Gls)/Lubricant(4 Cans) 7/6 Oil Filter(1) 7/25	5521963678 5521984976	\$ 226.06 \$ 5.16
63131	610 - AUTONATION TOYOTA BUENA PARK FIT KIT INC	\$ 896.39	Replace/Air Conditioner Registers(4)/Unit #168	413273	\$ 896.39
63132	122652 - AVENU MUNISERVICES MUNISERVICES, LLC	\$ 1,067.69	Svc/Sales & Use Tax QE 3/31/23	INV06-016952	\$ 1,067.69
63133	630 - BATTERY SYSTEMS INC	\$ 143.14	Vehicle Battery(1) 7/18	3338071231524	\$ 143.14
63134	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 19,723.35	Insurance/Life/LTD/STD/Optional 7/23 Insurance/Life/LTD/STD/Optional 8/23	13064 13078	\$ 9,815.24 \$ 9,908.11
63135	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 11,109.00	Insurance/Dental & Vision/City & Dist 8/23 Insurance/Dental & Vision/West Comm 8/23	B09PHY B09PPX	\$ 10,070.80 \$ 1,038.20
63136	1355 - BIG BELLY SOLAR, INC	\$ 12,145.93	Lease/Smart Waste and Recycling Systems(6) 4/9/23-4/8/24	5000111	\$ 12,145.93
63137	1011 - BIT DIRECT INC	\$ 213.16	Software Licenses(2)/CorelDraw Graphics 7/1/23-6/30/24	5031976	\$ 213.16
63138	1011 - BIT DIRECT INC	\$ 3,788.75	Sub/Cybersecurity Training(175) 7/1/23-6/30/24	5031944	\$ 3,788.75
63139	1260 - BLECKERT'S DIESEL REPAIR, INC	\$ 890.00	Replace/Brake Drum/Brake Shoes/Sweeper Unit #137	30769	\$ 890.00
63140	1195 - BLUM, GREGORY	\$ 4,589.33	Advanced Disability/Pension Payment 8/23	8/4/23	\$ 4,589.33
63141	261 - BMI	\$ 421.00	Music License/Concerts on the Green 7/1/23-6/30/24	48751087	\$ 421.00
63142	705 - BOA ARCHITECTURE	\$ 6,314.00	Design/Sr Center Improvements 6/23	21-2954-7	\$ 6,314.00
63143	2205 - BP FORD OF LONG BEACH	\$ 1,121.99	Fuel Filler Pipe(1) 7/20 Fuel Filler Pipe(1)/Sensors(2) 7/21 Replace/Throttle Body/Unit #608 Sensors(5)/Engine Bracket(1)/Misc 7/7	204458-1FOW 204767FOW 205143FOW 204458FOW	\$ 174.64 \$ 260.63 \$ 68.00 \$ 618.72
63144	2143 - BUCHALTER, A PROFESSIONAL CORPORATION	\$ 58,499.80	Litigation Svc/CA Voting Rights Act Challenge 4/23 Litigation Svc/CA Voting Rights Act Challenge 4/4-4/10 Litigation Svc/CA Voting Rights Act Challenge 5/23 Litigation Svc/CA Voting Rights Act Challenge 6/23	1210734 1210735 1218960 1223020	\$ 26,974.04 \$ 3,201.18 \$ 16,325.54 \$ 11,999.04

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63145	2206 - BUCKNAM INFRASTRUCTURE GROUP INC	\$ 5,862.00			
			Svc/Update Pavement Mgmt Program 6/23	385-01.06R	\$ 5,862.00
63146	111882 - CALIFORNIA YELLOW CAB CORP	\$ 5,700.00			
			Sr Center/Nutrition Program 6/23	6503023	\$ 2,670.00
			Taxi Voucher Program/Sr Center 6/23	6501023	\$ 3,030.00
63147	103016 - CAMERON WELDING CO	\$ 77.30			
			Cylinder Charges 6/23	09282172	\$ 77.30
63148	2282 - CAROL ELECTRIC COMPANY INC	\$ 1,385.65			
			Replace/Field Lighting/Oak Knoll Park 6/18	233006	\$ 1,385.65
63149	123012 - CHARLES ABBOTT ASSOCIATES	\$ 13,497.50			
			Svc/Engineering Plan Checks 6/23	66002	\$ 2,755.00
			Svc/Fats, Oil & Grease/NPDES Inspections 6/23	66070	\$ 7,480.00
			Svc/NPDES/Water Quality Mgmt Plan Review 4/23	65732	\$ 2,102.50
			Svc/NPDES/Water Quality Mgmt Plan Review 6/23	66072	\$ 1,160.00
63150	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	\$ 132.43			
			Svc/Cable TV 7/10/23-8/9/23	0079111071023	\$ 132.43
63151	1066 - CHUSHINKAN DOJO	\$ 78.00			
			Instruct/laido 5/31-7/15	7/15/23	\$ 78.00
63152	111307 - CIPA-KISER & COMPANY	\$ 953,512.00			
			Insurance Premiums 2023-24	1451	\$ 661,787.00
			Insurance Premiums/Property 2023-24	1465	\$ 291,725.00
63153	1216 - CIVICPLUS, INC REC1	\$ 14,253.36			
			Software Maint/CivicPlus Online Registration 9/1/23-8/31/24	266867	\$ 14,253.36
63154	1439 - CORODATA MEDIA STORAGE, INC	\$ 154.76			
			Offsite Data Storage 6/23	DS1305798	\$ 154.76
63155	115003 - COUNTY OF ORANGE	\$ 6,317.00			
			Parking Violations 6/23	6/23	\$ 6,317.00
63156	115003 - COUNTY OF ORANGE	\$ 1,104.51			
			PD Svc/OC Automated Telecommunications System 7/23	SH65719	\$ 1,104.51
63157	115003 - COUNTY OF ORANGE	\$ 1,807.00			
			PD Svc/Automated Fingerprint Identification System 7/23	SH65659	\$ 1,807.00
63158	1288 - CT & T CONCRETE PAVING, INC	\$ 12,960.80			
			Retention/Construct/Concrete Rehab	CT6427	\$ 12,960.80
63159	1622 - DANIELS TIRE SERVICE, INC	\$ 877.38			
			Vehicle Tires(7) 7/6	200478319	\$ 877.38
63160	1083 - DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	\$ 3,875.00			
			Design/Cerritos Ave Median Restoration 6/23	422527	\$ 3,875.00
63161	1296 - EDCO CNG	\$ 2,712.73			
			Natural Gas(281.57 Gls)/Sweepers(2)/Sewer Truck(1) 6/16-6/30	0713023-6(B)	\$ 906.66
			Natural Gas(560.89 Gls)/Sweepers(2)/Sewer Truck(1) 6/1-6/15	0713023-6(A)	\$ 1,806.07
63162	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	\$ 458.57			
			PD Exam Gloves(4K) 7/27	6147159	\$ 458.57

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63163	2235 - FACILITY SOLUTIONS GROUP, INC	\$ 1,287.55			
			Field Lighting Ballasts(6)/Oak Knoll & Arnold Cypress Parks 4/26	5344071-00	\$ 1,287.55
63164	2132 - FERGUSON ENTERPRISES LLC	\$ 350.59			
			Faucet Meter Cartridges(8)/Civic Center Green Restrooms 7/6	2715009	\$ 350.59
63165	1115 - FRONTIER	\$ 139.78			
			7148996947 - Phone Svc/Sewers 8/23	8/23(A)	\$ 62.57
			W/C Phone Svc/5624931036 8/23	8/23	\$ 77.21
63166	119018 - GOLDEN STATE WATER COMPANY	\$ 43,096.02			
			Svc/Athletic Fields 6/23	6/23(J)	\$ 2,796.54
			Svc/Maint Yard Landscaping 6/23	6/23(H)	\$ 421.97
			Svc/Parks Landscaping 6/23	6/23(I)	\$ 22,460.03
			Svc/Parkway Maint 6/23	6/23(L)	\$ 7,957.18
			Svc/Parkway Maint 7/23	7/23(A)	\$ 8,745.67
			Svc/Sr Center 6/23	6/23(K)	\$ 74.55
			Svc/Storm Drain 7/23	7/23	\$ 640.08
63167	2270 - GOSERCO, INC	\$ 63,141.88			
			W/C Dispatch Logging System Software/Engineering 7/27/23-7/26/24	12162(A)	\$ 9,739.62
			W/C Dispatch Voice Data Logging System(1) 7/17	12162	\$ 53,402.26
63168	123002 - GRAINGER	\$ 232.41			
			Hand Cleaner(6 Lbs)/Hand Cleaner Dispenser(1)/Maint Garage 7/11	9764966983	\$ 232.41
63169	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 1,467.32			
			PD Copier Paper(70 Rms) 6/29	11343398	\$ 677.86
			Specialty Paper(11.2 Rms)/Business Card Boxes(20) 7/18	11356376	\$ 789.46
63170	37 - KIDZ LOVE SOCCER	\$ 2,288.00			
			Instruct/Soccer 6/24-8/5	8/5/23	\$ 2,288.00
63171	122069 - LIEBERT CASSIDY WHITMORE	\$ 361.50			
			Legal Svc/HR Matter #CY020-00038 5/23	242813	\$ 361.50
63172	1779 - LINSOTT LAW & GREENSPAN ENGINEERS	\$ 12,204.00			
			Svc/Traffic Engineering 6/23	14394-00137	\$ 12,204.00
63173	2277 - LISA WISE CONSULTING, INC	\$ 12,805.00			
			Svc/Inclusionary Housing Feasibility Study 6/23	4559	\$ 12,805.00
63174	127431 - LOS ALAMITOS, CITY OF	\$ 128.00			
			PD Reg/Patrol Rifle Operator Course/NT & BR 7/31-8/1	PD Reg(2) 7/31-8	\$ 128.00
63175	933 - LSA ASSOCIATES, INC	\$ 27,145.14			
			Consult/Housing Element/Enviro Impact Report 6/23	189283	\$ 27,004.14
			Consult/Mitigated Negative Declaration/Business Park 6/23	189284	\$ 141.00
63176	106900 - MAD SCIENCE OF WEST OC	\$ 887.25			
			Instruct/Robots 101 7/17-7/21	7/21/23	\$ 887.25
63177	2234 - MAIN ELECTRIC SUPPLY COMPANY LLC	\$ 4,635.41			
			Portable Power Boxes(2)/Lexington Park 7/5	9469840	\$ 4,635.41
63178	1483 - MERCADO, HENRY	\$ 120.00			
			Meals/Narcotics Investigation 6/19-6/30	Reimb 8/4/23	\$ 120.00

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63179	109269 - MILES, HILDA	\$ 650.00			
			Instruct/Hula Dance 7/19-8/23	8/23/23	\$ 650.00
63180	117056 - MINUTEMAN PRESS LOS ALAMITOS	\$ 1,627.82			
			Svc/Print/City Envelopes(7.5K) 7/13	38261	\$ 813.91
			Svc/Print/Police Envelopes(7.5K) 7/13	38262	\$ 813.91
63181	109055 - MOTOROLA SOLUTIONS, INC	\$ 1,115.21			
			PD Microphone Transmitters(3)/Mobile Audio Video System 7/13	8281667558	\$ 1,115.21
63182	946 - MOVIES BY KIDS-O.C., LLC	\$ 3,246.75			
			Instruct/Action/Minecraft Movies 7/24-7/28	7/28/23	\$ 3,246.75
63183	985 - NATIONAL AUTO FLEET GROUP	\$ 61,444.52			
			PD Chevy Malibu/Upfitted/Unit #675 7/18	WC9525	\$ 30,722.26
			PD Chevy Malibu/Upfitted/Unit #676 7/18	WC9526	\$ 30,722.26
63184	110400 - OC TRAINING MANAGERS ASSOC-OCTMA	\$ 100.00			
			PD Dues/OC Training Managers Assoc 7/1/23-6/30/24	Dues 2023-24	\$ 100.00
63185	1140 - ORTIZ, JESSE	\$ 273.25			
			Reimb/Supervisory Leadership Institute 7/12-7/15	Reimb 8/4/23	\$ 273.25
63186	129575 - PARKHOUSE TIRE INC	\$ 861.19			
			Sweeper Tires(2) 7/6	1020271563	\$ 861.19
63187	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 403.00			
			Instruct/Pickleball 7/12-8/9	8/9/23	\$ 403.00
63188	2115 - POWERDMS, INC	\$ 1,197.00			
			PD Software Maint/Field Training Officer 8/6/23-8/5/24	INV-39069	\$ 1,197.00
63189	1310 - PRESTI, CAMERON	\$ 120.00			
			Meals/Narcotics Investigation 6/19-6/30	Rfd 8/4/23	\$ 120.00
63190	223 - QUALITY LOGO PRODUCTS, INC	\$ 695.66			
			PD Imprinted Emergency Glow Whistles(250)/Community Events 6/19	QSI-1049340	\$ 695.66
63191	2230 - RINGCENTRAL INC	\$ 17,331.60			
			Credit/Shipping Fees/Phone Systems 6/18	CMA24807	\$ (522.50)
			Credit/Shipping Fees/Phone Systems 6/18	CMA24808	\$ (522.50)
			Credit/Shipping Fees/Phone Systems 6/18	CMA24809	\$ (522.50)
			Credit/Shipping Fees/Phone Systems 6/18	CMA24810	\$ (209.00)
			Phone Systems(170)/Citywide 6/12-6/26	CD_000605070	\$ 19,108.10
63192	1469 - ROTARY CLUB OF CYPRESS	\$ 600.00			
			Dues/Rotary Club/PG 7/1/23-6/30/24	2119	\$ 600.00
63193	129917 - RUTAN & TUCKER	\$ 2,912.22			
			Legal Svc/Land Use/Los Alamitos Race Course 5/23-6/23	965937	\$ 175.00
			Legal Svc/Public Records Act Assistance 5/23-6/23	965938	\$ 147.22
			Litigation Svc/Public Records Act/Fortis 5/23-6/23	965939	\$ 2,590.00
63194	2238 - SILVER LINING MUSIC LEWIS DAVID CHURCHILL	\$ 1,200.00			
			Perform/Music/Concert on the Green 8/4	103	\$ 1,200.00

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63195	939 - SKYHAWKS SPORTS ACADEMY, INC	\$ 3,601.00			
			Instruct/Basketball Camp 7/17-7/21	7/21/23	\$ 512.20
			Instruct/Soccer 6/28-8/2	8/2/23	\$ 3,088.80
63196	119016 - SO CAL EDISON	\$ 2,960.95			
			700134894611 - Svc/Traffic Signal 7/23	7/23(A)	\$ 24.30
			700564248438 Svc/Traffic Signals 6/23	6/23(E)	\$ 2,936.65
63197	119017 - SO CAL GAS CO	\$ 913.58			
			00840909006 Svc/Comm Center 7/23	7/23(E)	\$ 131.81
			08131074000 Svc/Storm Drain 7/23	7/23	\$ 26.38
			12600890003 Svc/Maint Yard 7/23	7/23(C)	\$ 81.65
			13230923008 Svc/Storm Drain 7/23	7/23(D)	\$ 16.47
			14011061398 Svc/Storm Drain 7/23	7/23(A)	\$ 37.94
			16111070716 Svc/Storm Drain 7/23	7/23(B)	\$ 23.07
			18690942000 Svc/Sr Center 7/23	7/23(G)	\$ 176.94
			19530910009 Svc/City Hall 7/23	7/23(F)	\$ 419.32
63198	543 - SORVILLO, BRYAN	\$ 7,137.00			
			Instruct/Group Tennis 7/10-8/4	8/4/23	\$ 7,137.00
63199	125888 - SPARKLETTS	\$ 11.97			
			Sr Center Bottled Water 6/23	4104716 6/23	\$ 11.97
63200	1137 - TAOIPU, PATRICK	\$ 107.25			
			Instruct/Basic Hula/Late Registration 6/13-8/29	8/29/23	\$ 107.25
63201	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 1,000.00			
			Svc/Audio & Lighting/Concert on the Green 8/4	2-8/4/23	\$ 1,000.00
63202	2130 - THE CHRISTMAS LIGHT GUY CO TROVAO AND ASSOC INC	\$ 4,157.50			
			Deposit/Rent/Holiday Decor & Lights/Civic Center	1230	\$ 4,157.50
63203	29 - TIMOTHY BOWEN PLAY-WELL TEKNOLOGIES	\$ 2,145.00			
			Instruct/STEM+Pokemon Engineering with LEGO 7/17-7/21	7/21/23	\$ 2,145.00
63204	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	\$ 700.00			
			Svc/Clear Plumbing Clogs(4)/Library 7/11	58619	\$ 700.00
63205	2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP	\$ 26,786.25			
			Consult/Security System Evaluation/City Facilities 4/23-6/23	950	\$ 16,748.75
			Consult/Security System/Arnold Cypress Park 6/23	948	\$ 6,985.00
			Design/Oak Knoll Park Security Cameras 6/23	949	\$ 3,052.50
63206	128063 - U S ARMOR CORPORATION	\$ 741.47			
			PD Ballistic Vest(1)/NRegalado 7/12	42752	\$ 741.47
63207	1242 - UNIFORM DEPOT, INC-MR UNIFORM	\$ 251.69			
			PD Uniform/MPham	7368	\$ 251.69
63208	109555 - UNITED RENTALS NORTHWEST INC	\$ 1,325.52			
			Credit/Pickup Charge/Light Tower Rental 6/30	221543035-004	\$ (137.00)
			Rent/Generator(1)/Salute to America 6/30	221543035-003	\$ 455.06
			Rent/Light Tower(1)/Salute to America 6/30	221543035-002	\$ 144.57
			Rent/Light Towers(4)/Salute to America 6/30	221543035-001	\$ 862.89

**City of Cypress
Payment Register
06/10/23-08/11/23**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63209	129595 - VERIZON WIRELESS - CA	\$ 94.00	Cell Svc/Rec 7/23	7/23	\$ 94.00
63210	1992 - VOORHEES, RONDA	\$ 1,300.00	Instruct/Art Fun/Piano 7/12-8/3	8/3/23	\$ 1,300.00
63211	2095 - VU 4 LEARNING CORP BRICKS 4 KIDZ	\$ 1,491.75	Instruct/Video Game Design 7/10-7/14	7/14/23	\$ 1,491.75
63212	1993 - WATANABE , BRYCE I	\$ 1,223.30	Instruct/Karate 6/9-7/12	7/12/23	\$ 1,223.30
63213	2193 - WEST GROVE VOLLEYBALL, LLC	\$ 458.25	Instruct/Volleyball 7/9-7/30	7/30/23	\$ 458.25
63214	1341 - WESTERN AUDIO VISUAL	\$ 998.00	Software Maint/Cable Channel 7/1/23-6/30/24	18818	\$ 998.00
63215	2012 - WILLDAN ENGINEERING	\$ 1,155.00	Svc/Neighborhood Preservation/Code Enforcement 6/23	00229464	\$ 1,155.00
63216	1974 - YUNEX LLC	\$ 378.14	Svc/Street Light Survey 5/23	5610284086	\$ 189.07
			Svc/Street Light Survey 6/23	5610284320	\$ 189.07
63217	0 - ARELLANO, JOHN	\$ 500.00	Refund/Recycling Deposit/6418 Sombrero Ave	Rfd 8/4/23	\$ 500.00
63218	0 - ARELLANO, JOHN	\$ 500.00	Refund/Recycling Deposit/6266 Aruba Ct	Rfd 8/4/23	\$ 500.00
63219	0 - BURKEN, WILLIAM	\$ 500.00	Refund/Recycling Deposit/11602 Talaud St	Rfd 8/4/23	\$ 500.00
63220	0 - CANO, SANDRA	\$ 300.00	Refund/Facility Deposit/Contract #7519	Rfd 8/4/23	\$ 300.00
63221	0 - CHATTERJEE, NANDINI	\$ 40.00	Refund/Facility Rental/Contract #7456	Rfd 8/4/23	\$ 40.00
63222	0 - CHIDRUPULA, RAJENDHER	\$ 1,000.00	Refund/Recycling Deposit/10251 Lorraine Ave	Rfd 8/4/23	\$ 1,000.00
63223	0 - CONATY, LAUREN	\$ 300.00	Refund/Facility Deposit/Contract #7719	Rfd 8/4/23	\$ 300.00
63224	0 - DERRICK, LISA	\$ 163.00	Refund/Pickleball 7/12-7/26	Rfd 8/4/23	\$ 163.00
63225	0 - KO, SUNG DAE	\$ 120.00	Refund/Facility Rental/Contract #7580	Rfd 8/4/23	\$ 120.00
63226	0 - NURSES DEVELOPMENT CENTER, INC	\$ 300.00	Refund/Facility Deposit/Contract #7567	Rfd 8/7/23	\$ 300.00
63227	0 - PAUL, ASHLEY	\$ 150.00	Refund/Facility Deposit/Contract #6923	Rfd 8/4/23	\$ 150.00
63228	0 - PYO, YANNY	\$ 300.00	Refund/Facility Deposit/Contract #7630	Rfd 8/4/23	\$ 300.00

City of Cypress
Payment Register
06/10/23-08/11/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
63229	0 - ROMERO, JOSE	\$ 500.00	Refund/Recycling Deposit/8562 Cypress	Rfd 8/4/23	\$ 500.00
63230	0 - TRAN, TIMOTHY	\$ 300.00	Refund/Facility Deposit/Contract #7600	Rfd 8/4/23	\$ 300.00
63231	0 - ZARAGOSA, CHONA	\$ 300.00	Refund/Facility Deposit/Contract #6968	Rfd 8/4/23	\$ 300.00
60765	0 - LOS ALAMITOS AREA CHAMBER OF COMMERCE	\$ (50.00)	Refund/Summerfest Clean Up/Los Alamitos Race Course	Rfd 9/30/22	\$ (50.00)
61979	101879 - DOOLEY ENTERPRISES	\$ (4,272.29)	PD Ammo(9K Rnds) 3/2	365051	\$ (4,272.29)
61999	336 - LEXISNEXIS RISK DATA MANAGEMENT, INC	\$ (300.00)	PD Svc/Database 2/23	1538745-20230228	\$ (300.00)
62520	100128 - DISCOVERY SCIENCE CENTER OF ORANGE COUNTY	\$ (828.00)	Excursion(72)/Day Camp 6/14	May 05, 23	\$ (828.00)
Total EFTs		\$ 5,637,311.76			\$ 5,637,311.76
Total Warrants		4,131,140.32			4,131,140.32
Transfer to Payroll (W1504)		736,964.83	Payroll 05/26/23-06/09/23		736,964.83
Transfer to Payroll (W1505)		762,243.50	Payroll 06/09/23-06/23/23		762,243.50
Transfer to Payroll (W1506)		759,742.85	Payroll 06/23/23-07/07/23		759,742.85
Transfer to Payroll (W1507)		872,846.95	Payroll 07/07/23-07/21/23		872,846.95
Transfer to Payroll (W1508)		775,979.09	Payroll 07/21/23-08/04/23		775,979.09
Grand Totals		\$ 13,676,229.30			\$ 13,676,229.30



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

10.

FROM: Alicia Velasco, Planning Director

DATE: 08/28/2023

SUBJECT: Approve the Acquisition of Real Property at 6612 Cerritos Avenue

RECOMMENDATION

1. Approve the purchase of real property at 6612 Cerritos Avenue in the amount of \$2,700,000 and authorize a contingency for closing costs not to exceed \$15,000; and
2. Authorize the City Manager to sign and finalize all documents associated with the purchase; and
3. Authorize a \$2,715,000 appropriation increase in the Recreation and Park District's General Fund for the purchase.

DISCUSSION

Baroldi Sycamore Park (6616 Cerritos Avenue) was created in 1970 when the Baroldi family subdivided its 22-acre dairy farm and donated 1.2-acres for a park. The neighborhood park features a picnic pavilion and barbeque, playground equipment, a sand play area, open space, and a meandering walking path.

Earlier this year, the Baroldi family listed 6612 Cerritos Avenue, a 39,000 square foot parcel which borders the Park to the west, for sale. Recognizing the once-in-a-lifetime opportunity to expand the Park, the City Council directed the District to engage the family regarding purchasing 6612 Cerritos Avenue. Undeveloped land adjacent to a park is rare, especially in fully developed cities, and the 6612 Cerritos Avenue provides Cypress a unique opportunity to add recreational amenities, programming, and activities.

The District commissioned appraisal of 6612 Cerritos Avenue which reported its value at \$2,700,000 and reflects its potential for redevelopment into five single-family homes. The Baroldi family agreed to sell the property to the District for the appraised value, with the seller paying all closing costs. Combined with two City-owned right-of-way parcels adjacent to 6612 Cerritos Avenue the acquisition will expand the Park by 88% to 2.2 acres.

The existing home at 6612 Cerritos Avenue is occupied by a tenant on a month-to-month

lease, which will be reassigned to the District. It is anticipated the District will continue to lease the property until (at least) the rehabilitation of Arnold Cypress Park is complete. Timing of the Park expansion project will be recommended as part of the next Capital Improvement Program with the Recreation and Community Services Commission and neighborhood engagement playing significant roles in developing recommendations to the City Council. Should the City Council approve the purchase, Recreation and Community Services will update the neighborhood surrounding the Park.

The recommended purchase and sale agreement is attached. The sale is expected to close approximately 30 days after City Council approval. The recommended \$15,000 contingency covers a home inspection, Phase I property inspection (soil testing), and legal costs.

BUDGET IMPACT

6612 Cerritos Avenue was not for sale when the FY 2023-24 Seven-Year Capital Improvement Program was developed; therefore, its purchase is not included in the FY 2023-24 Budget. The purchase requires the appropriation of \$2,715,000 from the District's General Fund reserves for future park improvements. A portion of these reserves (\$2.2 million) were a one-time transfer from the City's General Fund budget surplus in February 2018. The remaining \$515,000 are accumulated District fund balances set-aside for capital improvements.

LEGAL REVIEW

The purchase and sale agreement was prepared by the City Attorney's office.

APPROVED BY: Peter Grant, City Manager

Attachments

Purchase and Sale Agreement
Vicinity Map

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of 8/9/2023, 2023 ("**Agreement Date**") by and among the CITY OF CYPRESS, a charter city ("**Buyer**"), Linda Baroldi & Anthony Baroldi as Successor Trustees of the Irene Baroldi Survivor's Trust dated April 5, 1994 ("**Seller**") and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation ("**Escrow Holder**" and "**Title Company**").

RECITALS:

- A. Seller owns that certain residential real property located at 6612 Cerritos Avenue in the City of Cypress, County of Orange State of California (APN No. 134-442-20) legally described in attached Exhibit A ("**Property**").
- B. The Property is currently occupied by Nicole McAndrew and Christopher McAndrew (jointly "**Tenant**") pursuant to that certain Residential Lease Or Month-to-Month Rental Agreement dated March 17, 2022 ("**Lease**").
- C. Seller and Buyer previously executed that certain Limited License to Enter Agreement dated 8/9/2023, 2023 ("**License Agreement**").
- C. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property (and any personal property owned by Seller and used by Tenant pursuant to the Lease) pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Acquisition of Property. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property and any personal property owned by Seller and located at the Property ("**Personal Property**").

1.2 Waiver and Release of Condemnation Claims. The parties acknowledge that the City's acquisition of the Property pursuant to this Agreement is under threat of condemnation by City. Seller agrees that this Agreement provides for fair compensation for the Owner Property and City's intent to use the Owner Property for a public use and waives any and all claims against Buyer with respect to same.

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Fidelity National Title Insurance Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Nancy Shenouda, National Escrow Officer ("**Escrow Officer**") at Fidelity National Title Insurance Company at 1300 Dove Street, 3rd Floor, Newport Beach, CA 92660 (949) 788-2891

nancy.shenouda@fnf.com together with the Deposit (as defined in Section 3.2(a)) ("**Opening of Escrow**").

3. PURCHASE PRICE.

3.1 Purchase Price. The Purchase Price for the Property is Two Million Seven Hundred Thousand Dollars (\$2,700,000) ("**Purchase Price**").

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of Eighty-One Thousand Dollars (\$81,000) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

3.3 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and recordable grant deed in the form attached as Exhibit B ("**Grant Deed**").
- b. Two (2) executed copies of the Assignment and Assumption of Lease in the form attached as Exhibit C ("**Lease Assignment**").
- c. A Bill of Sale in the form attached as Exhibit D ("**Bill of Sale**") executed by Seller in favor of Buyer for any Personal Property.
- d. The Estoppel Certificate in accordance with Section 7.1.
- e. A Non-Foreign Affidavit as required by federal law.
- f. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant

Deed ("**Certificate of Acceptance**").

- b. Two (2) executed copies of the Lease Assignment.
- c. Acknowledgement of receipt of all Disclosure Reports and Notices (as defined in Section 7).
- d. A Preliminary Change of Ownership Statement completed in the manner required in Orange County.
- e. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause the Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within five (5) days after Buyer has provided the Buyer's Due Diligence Approval Notice (pursuant to Section 7), but no later than thirty-five (35) days after the Opening of Escrow ("**Closing Date**") unless extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance is filed for recording by the Escrow Holder in the Office of the County Recorder of Orange County, California.

5.2 Possession. At the Closing, Seller shall deliver the Property to Buyer subject only to Tenant's possession pursuant to the Lease.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 City Manager's Authority for Buyer. Buyer by its execution of this Agreement hereby agrees that the City Manager or his designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications must be approved by the City Attorney.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title

Insurance Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within fifteen (15) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases except the Lease (as defined in Section 7.1), deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title ("**Title Policy**") insuring title to the Property vested in Buyer in the amount of the Purchase Price containing only (i) an exception for the Lease, and (ii) such exceptions approved or waived by Buyer in accordance with this Section. The cost of the Title Policy to Seller shall be paid by Buyer. The Title Policy shall also include any available extended coverage or endorsements that Buyer may reasonably request.

7. TRANSFER DISCLOSURE STATEMENT; DUE DILIGENCE; DISCLOSURES.

7.1 Lease. Seller has previously delivered to Buyer a true, correct and complete copy of the Lease for Buyer's review and approval. Prior to Closing, Seller shall also provide Buyer a written estoppel certificate in a form reasonably acceptable to Buyer ("**Estoppel Certificate**").

7.2 Transfer Disclosure Statement. Within two (2) days after the Opening of Escrow, Seller shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("**TDS**") for Buyer's review and approval. If Buyer disapproves the completed TDS, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 7.6). If Buyer does not disapprove the TDS within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.3 Natural Hazard Disclosure Report with Tax Disclosures. Within two (2) days after the Opening of Escrow, Escrow Holder shall order and deliver to Buyer a comprehensive natural hazard disclosure and tax report from Disclosure Source ("**NHD Report**") for Buyer's review and approval. If Buyer disapproves the NHD Report, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the NHD Report within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.4 Lead-Based Paint Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer the statutory Lead-Based Paint Disclosure and pamphlet as required by federal law ("**Lead Paint Disclosure**") for Buyer's review and approval. If Buyer disapproves the Lead Paint Disclosure, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the Lead Paint Disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Waiver of the Lead Paint Disclosure is prohibited by law.

7.5 Material Facts & Insurance Claims. Within two (2) days of the Opening of Escrow, Seller shall disclose to Buyer in writing all known material facts and defects including known insurance claims within the last five (5) years preceding the Agreement Date

7.6 Other Statutory Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer all other applicable statutory disclosures (including, but not limited to, notice or actual knowledge of release of illegal controlled substance, etc.) as required by law for Buyer's review and approval. If Buyer disapproves any such disclosures, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove a statutory disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.7 Due Diligence. For a period of up to thirty (30) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to review and inspect the Property and conduct such tests as reasonably determined by Buyer. Buyer shall use reasonable efforts to expediate any investigations and studies but Buyer shall not be obligated to incur any additional costs to expediate same. Seller grants to Buyer, its agents and employees, upon reasonable notice to Seller, a limited license to enter the Property for the purpose of conducting such due diligence as reasonably required by Buyer at Buyer's sole cost and expense. Any such entrance shall be subject to the terms of the Lease and the rights of the Tenant. As a condition to Buyer's entry and inspection, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property as well as the TDS, NHD Report, Lead Paint Disclosure and all other disclosures and notices delivered to Buyer under this Agreement, which approval may be withheld in Buyer's sole discretion. Failure of Seller to provide access to the Property to make inspect the Property at a day and time requested by Buyer shall be a material breach of this Agreement and Buyer shall have the right to immediately terminate this Agreement and the escrow.

7.8 Indemnity: Buyer agrees to defend and indemnify Seller for any claims that arise out of Buyer's inspection or testing of the Property. This obligation and the obligations under the License Agreement shall survive termination of this Agreement.

7.9 Statutory Disclosures. As required by law, Seller makes the following disclosures to Buyer:

- a. **No HOA.** The Property is subject to certain covenants, conditions and restrictions. However, there is no homeowner association and there are no HOA assessments to which the Property is subject.
- b. **Megan's Law.** "Notice: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on a sex offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP code in which he or she resides. (Neither Seller or Broker are required to check this website)."
- c. **Gas and Hazardous Liquid Transmission Pipelines.** "This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public at the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.hpms.phmsa.dot.gov/>. To seek further information about possible transmission lines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP code and county on the NPMS Internet Web site."

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Title Policy as specified in Section 6.2.
- (b) Seller has provided to Buyer all documents required under this Agreement, including, but not limited to, the NHD Report, Lead Disclosure Statement, etc. (cumulatively the "**Disclosure Reports and Notices**").
- (c) Buyer has approved all Due Diligence matters (including Disclosure Reports and Notices) within the Due Diligence Period as specified in Section 7.
- (d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (e) Seller is not in breach of any of the representations, warranties or covenants in Section 9.
- (f) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.

- (b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (c) Buyer is not in default of its obligations under this Agreement.
- (d) Seller is in full compliance with its obligations under Section 7.5 to Buyer's satisfaction.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 Representations & Warranties. Seller makes the following representations, warranties and covenants to Buyer, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Property:

a. Seller has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

b. There are no pending or threatened lawsuits or claims which would affect the Property.

c. The Property is not subject to a homeowner's association nor any such association assessments.

d. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions.

e. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

f. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller that shall survive the Close of Escrow.

g. Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property.

h. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("Non-foreign Affidavit").

i. Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

j. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow except plumbing work.

k. The information provided in the TDS is true, correct and complete.

l. Seller has delivered a full and complete copy of the Lease to Seller. Neither Seller as landlord nor the Tenant are in default of the Lease. The rent roll provided by Seller is true, correct and complete.

9.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

9.3 Covenant. Seller will provide all information requested by Buyer (either before or after Closing) with respect to the Property.

9.4 Breach; Indemnification. If a breach of a representation, warranty or covenants occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement in Buyer's sole discretion. However, if Buyer elects to not terminate this Agreement and proceeds with the Closing, Seller shall indemnify Buyer and defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever (including attorneys fees), incurred or suffered by or asserted against the Property or Buyer directly or indirectly arising from or attributable to any breach by Seller of any of its representations, warranties or covenants set forth in this Agreement, including, but not limited to, any amounts expended by Buyer to secure exclusive possession free of any occupant or claim by any occupant.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1.1; 2 through 4, inclusive; 5.1, 5.4, 6, 8, 10, 13 and 14 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Orange County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Orange County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Proration of Real Property Taxes. All non-delinquent general and special real

property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund. If any amount of real estate taxes is credited to Buyer, Buyer shall pay such amount to the County upon receipt of the tax bill.

10.4 Utilities. Buyer and Seller shall cause all utilities which are in the name of Seller (and not the Tenant) to be transferred to the name of Buyer as of the Close of Escrow or as soon thereafter as practicable. Utilities shall be prorated to the Close of Escrow. In the event final amounts with respect to said prorations are not available as of Close of Escrow, the proration shall be done on an estimated basis and the parties shall prepare a final proration within sixty (60) days following Close of Escrow. Any party who is obligated to pay net amounts based on said final proration shall reimburse the other party said amount within thirty (30) days after completion of the final proration.

10.5 Rents and Security Deposit under Lease. Rent under the Lease shall be prorated to the Closing Date pursuant to a rent roll provided by Seller. Buyer shall also be credited with the security deposit, if any, under the Lease.

10.6 Payment of Costs.

- a. **Cost Allocation.** Seller shall pay the costs for the Title Policy (non-extended ALTA owner's policy), all escrow costs, the NHD Report, the Commission (pursuant to Section 10.10) and any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("**Seller's Charges**"). Buyer shall pay the cost of any extended title policy if requested by Buyer. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

NO RECORDING FEES: Buyer is a public agency and, therefore, is exempt from recording charges applicable to the Grant Deed pursuant to Govt Code § 6103

NO DOCUMENTARY TRANSFER TAXES: No documentary transfer taxes shall be assessed against Seller as the transaction is exempt pursuant to Revenue & Taxation Code § 11922.

- b. **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.7 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.8 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.9 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.10 Brokerage Commissions. Seller is represented by Paul Caputo (DRE License 01196935) of Voit Real Estate Services ("**Seller's Broker**") and must pay a commission as agreed by Seller pursuant to a separate agreement ("**Commission**"). Seller is to pay the Commission at the Closing. Buyer is not represented by a broker. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

11. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT.

LB
 Seller's Initials

LB
 Buyer's Initials

12. NON-COLLUSION. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code §§ 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, and City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

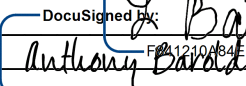
Seller's Initials: DS
LB DS
LB _____

13. NOTICES. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) days after deposit into the U.S. Mail.

To Seller:

Linda Baroldi & Anthony Baroldi, Trustees

DocuSigned by:

DocuSigned by:

7D2AE7AAF35A429...

With a Copy to:

Paul J. Caputo, MBA, Senior Vice President
 Voit Real Estate Services
 2400 E. Katella Ave., Ste. 750
 Anaheim, CA 92806

To Buyer:

City of Cypress
 5275 Orange Avenue
 Cypress, CA 90630
 Attn: Alicia Velasco, Planning Director

With a Copy to:

Aleshire & Wynder, LLP
 Jamboree Center
 1 Park Plaza Suite 1000
 Irvine, CA 92614
 Attn: Fred Galante, City Attorney

To Escrow Holder:

Fidelity National Title Insurance
 1300 Dove Street, 3rd Floor
 Newport Beach, CA 92660

Nancy Shenoudan, Escrow Officer

14. GENERAL PROVISIONS.

14.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

14.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written (including but not limited to the License Agreement are merged herein and shall be of no further force or effect.

14.8 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

14.9 Authority. The person executing this Agreement on behalf of Seller has the

authority to bind the trust which is legally bound under this Agreement.

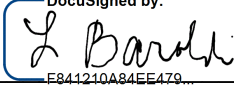
14.10 No Third Party Beneficiary. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

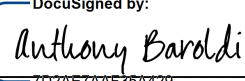
14.11 Exhibits. Exhibits A, B, C and D attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Note: Sections 11 and 12 need to be separately initialed as applicable by the parties.

SELLER:

DocuSigned by:

F841210A84EE479...
Linda Baroldi, Successor Trustee of the
Irene Baroldi Survivor's Trust dated April 5,
1994

DocuSigned by:

7D2AE7AAF33A429...
Anthony Baroldi, Successor Trustee of the
Irene Baroldi Survivor's Trust dated April 5,
1994

BUYER:

CITY OF CYPRESS, a charter city

By: _____
Peter Grant, City Manager

_____, 2023

ATTEST:

Alisha Farnell, City Clerk

Accepted:

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

By: _____
Nancy Shenouda, Escrow Officer

Dated: _____, 2023

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

That portion of the west half of the west half of the southeast quarter of Section 22, in Township 4 south, Range 11 west, in the Rancho Los Coyotes, city of Cypress, as shown on map thereof recorded in book 51, page 11, Miscellaneous Maps, records of said Orange County described as follows: BEGINNING at a point in the north line of said southeast quarter distant east thereon 474.48 feet from the northwest corner of said Southeast quarter; thence east along said north line 180.00 feet; thence south at right angles 272.00 feet; thence west, at right angles 180.00 feet; thence north at right angles 272.00 feet to the point of beginning.

APN: 134-442-20

Commonly known as: 6612 Cerritos Avenue, Cypress, California 90630

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Cypress
5275 Orange Avenue
Cypress, CA 90630
Attention: City Clerk

APN 134-442-20

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: \$-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Linda Baroldi & Anthony Baroldi as Successor Trustees of the Irene Baroldi Survivor's Trust dated April 5, 1994 ("**Grantor**"), hereby grants to the CITY OF CYPRESS, a charter city ("**Grantee**"), that real property in the City of Cypress, County of Orange, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date first above written.

"GRANTOR"

Not to be executed until closing

Dated: _____, 2023

Linda Baroldi, Successor Trustee of the Irene Baroldi
Survivor's Trust dated April 5, 1994

Not to be executed until closing

Anthony Baroldi, Successor Trustee of the Irene
Baroldi Survivor's Trust dated April 5, 1994

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant Deed executed by LINDA BAROLDI & ANTHONY BAROLDI as Successor Trustees of the Irene Baroldi Survivor's Trust dated April 5, 1994 to the CITY OF CYPRESS ("**City**"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated on _____, 2023 at City of _____, California.

GRANTEE

CITY OF CYPRESS, a charter city

Not to be executed until closing

By: _____
Peter Grant, City Manager

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

That portion of the west half of the west half of the southeast quarter of Section 22, in Township 4 south, Range 11 west, in the Rancho Los Coyotes, city of Cypress, as shown on map thereof recorded in book 51, page 11, Miscellaneous Maps, records of said Orange County described as follows: BEGINNING at a point in the north line of said southeast quarter distant east thereon 474.48 feet from the northwest corner of said Southeast quarter; thence east along said north line 180.00 feet; thence south at right angles 272.00 feet; thence west, at right angles 180.00 feet; thence north at right angles 272.00 feet to the point of beginning.

APN: 134-442-20

Commonly known as: 6612 Cerritos Avenue, Cypress, California 90630

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("**Assignment**") is executed pursuant to that certain Purchase and Sale Agreement or Real Property and Joint Escrow Instructions dated as of _____, 2023 ("**PSA**"), by and between City of Cypress, a charter city ("**Assignee**"), and Linda Baroldi & Anthony Baroldi as Successor Trustees of the Irene Baroldi Survivor's Trust dated April 5, 1994 ("**Assignor**"), with respect to the real property located at 6612 Cerritos Avenue in the City of Cypress, County of Orange, State of California (APN 134-442-20) ("**Real Property**").

As of the recordation of the Grant Deed pursuant to the PSA ("**Effective Date**"), Assignor, hereby sells, transfers, assigns and sets over unto Assignee, all of Assignor's right, title and interest in that certain _____ ("**Lease**") affecting the Real Property.

As of the Effective Date, Assignee accepts the foregoing assignment of the Lease assumes and becomes responsible to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Lease arising from and after the Effective Date.

As of the Effective Date, Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee arising out of or in connection with the Lease as to events occurring prior to the Effective Date.

This Assignment is binding upon and will inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease as of the Effective Date.

SELLER:

Not to be executed until closing

Linda Baroldi, Successor Trustee of the
Irene Baroldi Survivor's Trust dated April 5,
1994

Not to be executed until closing

Anthony Baroldi, Successor Trustee of the
Irene Baroldi Survivor's Trust dated April 5,
1994

BUYER:

CITY OF CYPRESS, a charter city

Not to be executed until closing
By: _____
Peter Grant, City Manager

_____, 2023

ATTEST:

Not to be executed until closing

Alisha Farnell, City Clerk

EXHIBIT D

BILL OF SALE

This Bill of Sale is provided by Linda Baroldi & Anthony Baroldi as Successor Trustees of the Irene Baroldi Survivor's Trust dated April 5, 1994 ("**Seller**") in favor of the CITY OF CYPRESS, a charter city ("**Buyer**"), with respect to the sale and transfer of all right, title and interest in and to the Personal Property defined in that certain Agreement for the Purchase and of Real Property and Joint Escrow Instructions ("**PSA**"), dated _____, 2023, between Seller and Buyer (collectively, the "**Personal Property**") related to that certain real property located at 6612 Cerritos Avenue in the City of Cypress, County of Orange State of California (APN No. 134-442-20) ("**Real Property**").

NOW, THEREFORE, As of the recordation of the Grant Deed pursuant to the PSA ("**Effective Date**"), this Bill of Sale is issued by Seller in favor of Buyer in accordance with the following:

1. Seller represents, warrants and covenants to Buyer that it is the lawful owner of the Personal Property, and that it has the right to sell, transfer, and convey the same.
2. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller's right, title and interest in and to the Personal Property as part of the consideration under the PSA.
3. The Personal Property is located at the Real Property.
4. The provisions of this Bill of Sale shall bind and benefit the legal representatives, successors and assigns of Buyer and Seller.
5. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California. This Bill of Sale may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of _____, 2023.

"Seller"

Dated: _____, 2023

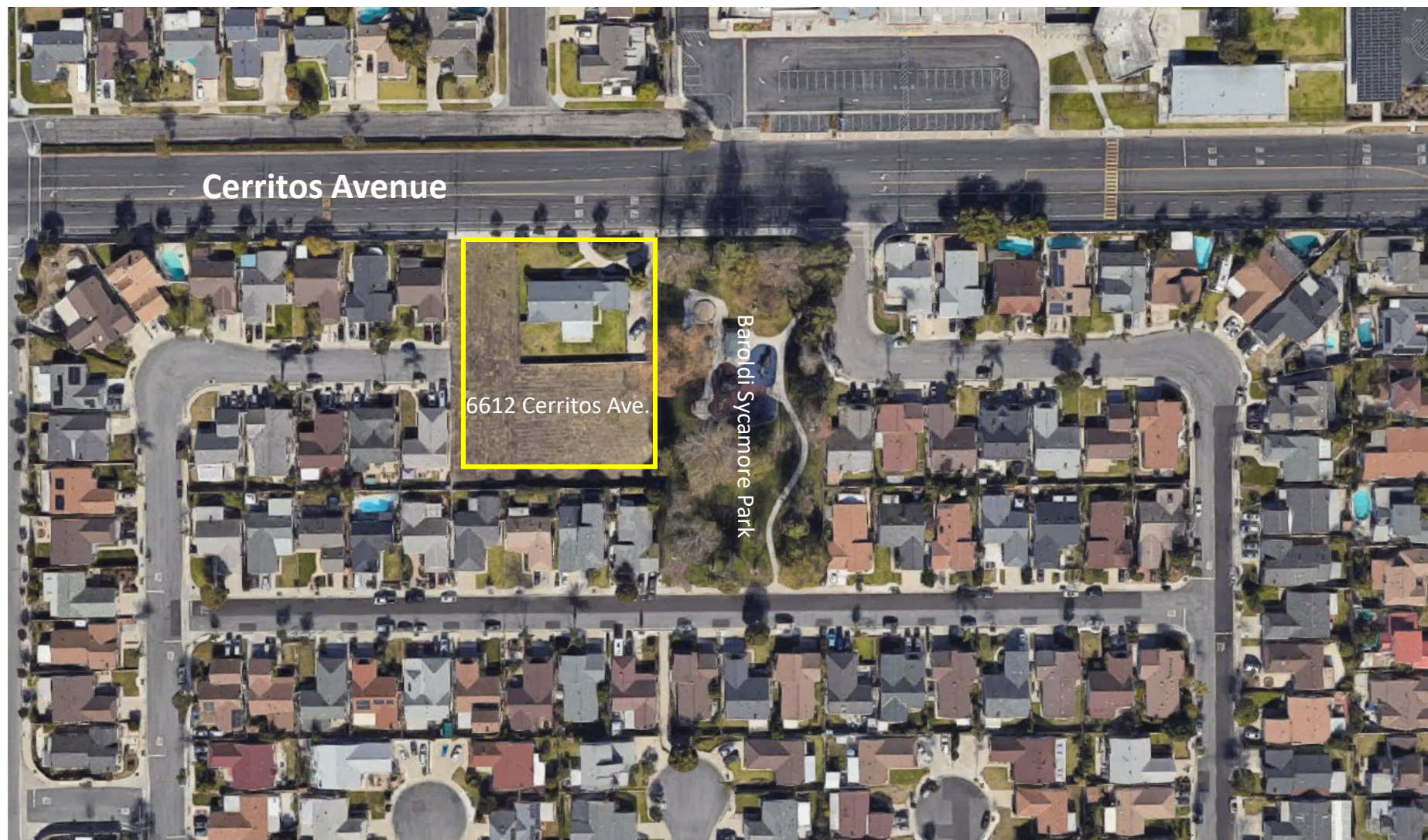
Not to be executed until closing

Linda Baroldi, Successor Trustee of the Irene Baroldi
Survivor's Trust dated April 5, 1994

Not to be executed until closing

Anthony Baroldi, Successor Trustee of the Irene
Baroldi Survivor's Trust dated April 5, 1994

Vicinity Map



6612 Cerritos Avenue



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

11.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 08/28/2023

SUBJECT: Adopt a Resolution Approving a Four-Year Memorandum of Understanding with the Police Management Association

RECOMMENDATION

1. Adopt a Resolution Approving a Memorandum of Understanding with the Cypress Police Management Association for the period July 1, 2023 through June 30, 2027; and
2. Approve a \$65,000 appropriation in the General Fund for FY 2023-24 salary and benefit costs.

SUMMARY

DISCUSSION

The Police Management Association (PMA) consists of four full-time positions in the management classifications of Lieutenant and Captain. After several months of negotiations, the City and PMA have reached agreement on a new, four-year Memorandum of Understanding (MOU) that includes the following major provisions:

Term:

- Four Years: July 1, 2023 through June 30, 2027

Base Salary:

- Year 1: 11% cost of living adjustment (COLA) effective July 7, 2023
- Year 2: 4.5% COLA effective July 5, 2024
- Year 3: 4.5% COLA effective July 4, 2025
- Year 4: 2% - 3% COLA effective July 3, 2026, based on Consumer Price Index increases

Health Insurance:

- Effective January 2024, the maximum City health insurance contribution will increase from \$1,575/month to \$1,700/month
- Effective January 2025, the maximum City health insurance contribution will increase from \$1,700/month to \$1,800/month
- Effective January 2026, the maximum City health insurance contribution will increase from \$1,800/month to \$1,850/month

Public Safety Performance-Based Master Pay (Not Pensionable)

- Effective September 2023, a new pay of \$700/month based on annual performance evaluations
- Effective July 3, 2026, the amount will increase to \$750/month

Supplemental Health Care Benefit

- Effective January 2024, the Supplemental Health Care Benefit will increase from \$300/month to \$350/month for eligible employees

The MOU also includes miscellaneous, non-substantive clerical changes and updates.

Factors Impacting Compensation Increases

The compensation increases summarized above are largely driven by internal compaction and the labor market for police management positions. The compaction between the PMA and the Police Officers' Association (POA) results from the latest four-year POA MOU that was approved in October 2022. The POA MOU included COLAs of 17 percent as well as several new and enhanced specialty pays, which increased total salary by approximately 23 percent. While the pay and benefit increases negotiated with the POA keep the City competitive in a challenging public safety labor market, the POA MOU resulted in some POA employees' base compensation equaling the PMA employees who supervise them. The recommended PMA MOU restores an appropriate spread between POA and PMA compensation. The second factor driving the compensation increases is the labor market. Recent changes in public perception and heightened scrutiny of officers has greatly impacted recruitment and retention, and combined with inflation, necessitated employers provide unprecedented compensation increases for law enforcement personnel. The last two PMA MOUs (July 1, 2020 through June 30, 2023) provided modest compensation increases which were lower than the Consumer Price Index and those received by many peer agencies. This resulted in Cypress lagging behind those agencies with which it competes for law enforcement personnel. Historically, the Police department has relied on internal promotions and hiring from the outside when filling vacant management positions. Demand for officers has never been higher and significant pay and benefit increases in other cities have resulted in fewer candidates for management positions. The new MOU will enhance the City's ability to attract qualified outside candidates and incentivize employees to promote, which is critical to succession planning. This is especially relevant for PMA, as three of its four members will be eligible to retire by 2026.

BUDGET IMPACT

An additional appropriation of \$65,000 is necessary in FY 2023-24 for salary and benefits above the amount included in the Budget. Prior year budget savings are available in the unassigned fund balance of the General Fund to pay for the additional FY 2023-24 costs.

The MOU will result in additional, ongoing salary and benefit costs of just over \$1 million at the end of the four-year term:

Fiscal Year	Additional Annual Ongoing Operating Costs
2023-24	\$170,300
2024-25	\$229,700
2025-26	\$287,300
2026-27	\$326,900
Total	\$1,014,200

The increases to pensionable compensation are larger than those incorporated in recent actuarial valuations and will increase the City's unfunded CalPERS pension liabilities for public safety employees and the annual cost to pay down those liabilities.

LEGAL REVIEW

The MOU has been reviewed by the City's attorneys for labor matters and the City Attorney has approved the Resolution as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - PMA MOU
MOU - Final
MOU - Redline

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL AND ACTING AS EX-OFFICIO BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT OF THE CITY OF CYPRESS, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS AND THE POLICE MANAGEMENT ASSOCIATION CONCERNING WAGES, SALARIES, FRINGE BENEFITS AND CONDITIONS OF EMPLOYMENT

WHEREAS, Section 37206 of the Government Code requires the City Council to prescribe the time and method of paying salaries and wages of employees of the City; and

WHEREAS, the City Council has authorized and directed, under the provisions of the Cypress City Code and Resolution No. 1635, the preparation of a compensation plan for all employees in the municipal service of the City of Cypress; and

WHEREAS, the City of Cypress, hereinafter referred to as “City”, and the Police Management Association, hereinafter referred to as “Association”, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City and the Association have reached agreement on wages, salaries, fringe benefits and conditions of employment effective July 1, 2023 through June 30, 2027.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Cypress as follows:

SECTION 1. Memorandum of Understanding

The Memorandum of Understanding (MOU), effective July 1, 2023, is hereby approved and incorporated herein by reference, a copy of which is on file in the Office of the City Clerk.

SECTION 2. This Resolution shall become effective retroactive to July 1, 2023, 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 28^h day of August, 2023.

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 28th day of August, 2023, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

**MEMORANDUM OF
UNDERSTANDING**
between the
CITY OF CYPRESS
and the
**CYPRESS POLICE
MANAGEMENT ASSOCIATION**



JULY 1, 2023 to JUNE 30, 2027

CYPRESS POLICE MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING
EFFECTIVE July 1, 2023 THROUGH JUNE 30, 2027

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS
AND THE
CYPRESS POLICE MANAGEMENT ASSOCIATION

ARTICLE I - RECOGNITION

Section 1. Pursuant to the Provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized the Cypress Police Management Association (hereinafter called "Association") as the representative of the employees in the classifications of Police Captain and Police Lieutenant.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications set forth in Section 1 above for the purpose of meeting its obligation under this Memorandum of Understanding or the Meyers-Milias-Brown Act, Government Code §3500, et. seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

Section 3. Recognizing the above-mentioned body, the City encourages open and good faith negotiations between the City and its employees through their Employees' Association representatives.

ARTICLE II - NON-DISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of any legally protected classification recognized by state or federal law, including, but not limited to: race, color, sex, age, national origin, disability, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the state or federal agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement in compliance with state or federal anti-discrimination laws.

Section 2. Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA). To comply with federal and state law, the language below shall apply, unless modified by federal or state law as applicable:

A. The Americans with Disabilities Acts (ADA) and California Fair Employment and Housing Act (FEHA) requires reasonable accommodations for individuals protected under the ADA/FEHA, and because reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

Section 3. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to also include the feminine gender.

ARTICLE III - COMPENSATION PLAN

Section 1. Basic Compensation Plan

A. All employees covered by this Agreement shall be included under the Basic Compensation Plan. Every position under this Plan shall be assigned a range established by the City Council by resolution. All changes shall be at the beginning of the next closest pay period, except as otherwise approved by the Personnel Officer where there is a special justification.

B. The beginning salary is a minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary upon the recommendation of the department head and the approval of the City Manager or his designee when it is decided that such action is in the best interest of the City.

C. Employees' salaries shall be adjusted annually by the applicable percentage adjustment for their range. Additionally, at the time of the annual range adjustment, employees shall be evaluated annually for a merit increase. Each merit adjustment shall be made only if recommended by the Chief of Police and if approved by the Personnel Officer.

D. All rates shown are in full payment for services rendered and covers full payment for the number of hours now being regularly performed in each class.

Section 2. Initial Compensation

All new employees appointed to a position in the competitive service shall be paid a salary within the established range for the position. The initial employment shall generally be at the minimum rate for the class. However, the appointing power may, with approval of the City Manager or his designee, when circumstances warrant it, appoint at other than the minimum salary.

Section 3. Evaluation Dates Shall Be Established As Follows:

A. Employees appointed, promoted or reinstated on or between the first and the fifteenth day of the month inclusive shall have the first day of that same month as their evaluation date.

B. Employees appointed, promoted or reinstated on or between the sixteenth and the last day of the month inclusive shall have the first day of the month immediately following, as their evaluation date.

C. Evaluation dates shall change upon promotion or reclassification. Evaluation dates shall not change following demotions or transfers.

Section 4. Advancement Within Salary Range.

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancements in salary shall not be automatic, but shall depend upon the results of an

employee's performance evaluation completed by the immediate supervisor.

C. The Chief of Police and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the Chief of Police with approval of the Personnel Officer or his designee.

D. An employee's job performance must be evaluated at least once every 12 months from the effective date of his last merit increase, special performance advancement, or promotion. Nothing contained herein shall restrict the Chief of Police from denying the increase after evaluation, nor shall it prevent him from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels to merit an increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the Chief of Police for the purpose of maintaining uniformity of standards throughout the department.

F. Employees who are not at the top of the pay range shall receive minimum annual merit increases as follows:

Outstanding (or equivalent to highest rating) – 3%
Above Standard (or equivalent) – 2%
Meets Standard (or equivalent) – 1%

City management reserves the right to deviate from the established minimums during identified periods of financial instability or when determined to be in the best interests of the City.

Section 5. Salary Increases Following Promotion

When an employee in the Police Department is promoted to a position with a higher salary range, such employee shall automatically be entitled to a salary in the higher salary range that would be a salary increase of at least 5% over the salary received immediately prior to the promotion.

Section 6. Salary Decreases Following Demotion

In the case of a demotion of an employee in the department to a class with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new class as recommended by the Chief of Police and approved by the City Manager or his designee. The employee shall retain his previous evaluation date.

Section 7. Adjustment of Salary Ranges

A. When a salary range for a given classification is revised upward or downward, the incumbents of the classifications affected shall have their existing salary adjusted to the same relative position in the new salary range and their evaluation date shall not be changed.

B. Clarification of Salary Range Movement - The placement in the range is based on merit achievement or lack of achievement and the movement of the range is based on cost of living adjustments. The changes will occur as follows:

1. Upon appointment or promotion, an employee is initially placed in the range to the point that there is a fair increase in pay (minimum of 5% above their previous salary). The employee will remain at that point (the same percentage from the top) in the range until there is an evaluation with a recommendation/approval for movement in the range (up or down based on positive or negative performance).

2. If the range is changed (increased or decreased), then the employee will move with the range to remain at the same location or point in the range (e.g., if the employee is at the midpoint in the range prior to the adjustment, then the employee's rate of pay will be the new midpoint of the range). However, in the event of a reduction of salary during the term of this agreement, the City will open discussions with the Association and, if necessary, meet and confer regarding said issue.

Section 8. Salary and Benefits on Suspension

During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he shall not forfeit his medical health plan, dental insurance plan, vision insurance plan, retirement plan, disability insurance or life insurance plan, unless specific exclusions prevent such coverage continuation. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income during the period of suspension. Any disruption in coverage continuation shall be reinstated upon return to active duty in accordance with policy eligibility requirements.

Section 9. Salary Adjustments During Term of Memorandum of Understanding

A. Attached hereto and incorporated herein is Exhibit "A". Said Exhibit affects base salary adjustments for represented classifications.

B. Salary increases for all represented classifications will be implemented at the beginning of the pay period as follows:

Effective July 7, 2023, an 11% range adjustment.

Effective July 5, 2024, a 4.5% range adjustment.

Effective July 4, 2025, a 4.5% range adjustment.

Effective July 3, 2026, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 2% to a maximum 3% range adjustment.

Section 10. Payroll Schedule and Direct Deposit

The City's payroll is based on a bi-weekly pay schedule with the pay day occurring every other Friday following the end of a pay period. All employees are required to participate in the City's direct deposit payroll program.

ARTICLE IV - HOURS OF WORK

All employees of the department shall be subject to be called for service at any time to meet any and all operational needs, emergencies or unusual conditions which, in the opinion of the Chief of Police or designee in charge of the department at the time, may require such service from any of said

employees.

Section 1. Work Schedules

A. As agreed to by the Association and with approval, and with continued approval from the Chief of Police, the following modified work schedule applies:

1. 4/10 Plan - Employee works 4/10 hour shifts in a 7-day work period. The pay cycle for the employee starts Friday Noon and continues for 14 days until Friday Noon. When an employee is off on a scheduled work day under this Plan, then 10 hours of leave per work day shall be charged. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

B. Upon mutual agreement between the Association and the Chief of Police the following modified work schedule may be implemented:

1. 9/80 Plan - Employee works nine days for 80 hours in a two-week pay period by working eight days (Monday through Thursday) at nine hours and working one Friday for eight hours, totaling 40 hours per work week. All leave hours shall comply with the current accrual, eligibility, request and approval requirements as specified in this MOU or as approved by the Personnel Officer.

ARTICLE V - SPECIAL PAY AND BENEFIT PROVISIONS

Section 1. Performance-Based Police Management Incentive Pay

Beginning with the start of the first pay period immediately following adoption of the MOU, employees who receive a minimum "Meets Standards" on the annual performance review shall receive a \$700 per month Police Management Incentive Pay. Pay will be suspended if an employee is off work for more than 30 consecutive days for any reason, except as provided by State and Federal law, or if placed on administrative leave for a disciplinary-related matter. The parties agree this is not pensionable compensation. The monthly amount will increase to \$750 effective the first full pay period in July 2026.

The Police Management Incentive Pay is intended to reward employees that are performing satisfactorily and to incentivize continued performance after an employee has reached the top of the pay range. If an employee receives an overall performance rating below "Meets Standards", pay will be discontinued starting the pay period following the issuance of the performance evaluation.

Section 2. Vehicle Usage

The City will provide vehicles to the Police Captains and Police Lieutenants under terms and conditions of which to be determined by the Chief of Police and the City Manager.

Section 3. Uniform Allowance and Safety Equipment

A. All employees shall receive a uniform allowance bi-annual payment. The payment schedule is as follows:

<u>Bi-Annual Payment</u>	<u>Date Paid</u>	<u>Coverage Period</u>
\$500	June of each year	January to June

\$500

December of each year

July to December

Uniform Allowance is reported to CalPERS on a per pay period basis for Classic CalPERS members.

B. All uniforms and utility equipment shall be purchased by the employee with the uniform allowance. The City shall continue to provide bulletproof vests, safety helmets, oleoresin capsicum (OC) and such other safety equipment as required by law or that the City deems necessary.

ARTICLE VI - HOLIDAYS

Section 1. Recognized Holidays

A. For pay purposes, the following holidays are recognized as municipal holidays for permanent 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 (eight working hours). Employees hired after the beginning of the payroll year, but before September 1 of the payroll year, will be credited with one floating holiday. Floating holiday may be taken subject to approval of the Chief of Police 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 in the 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. Request for a religious holiday shall be made in writing to the Chief of Police. If approved, such time shall be charged against floating holiday, or vacation.

Section 2. Holidays Falling During Approved Leaves of Absence Without Regular Pay

A. Any employee on an approved leave of absence without regular pay, having the holiday fall during the period of such leave of absence without regular 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.

B. An employee who separates from the City who has taken credited but unearned holiday hours, is responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.

ARTICLE VII - PROBATIONARY PERIOD

Section 1. Appointments Following Probationary Period

A. The original appointment of every employee shall be tentative and subject to a probationary period of 12 months of service.

B. The promotional appointment of every regular employee shall be tentative and subject to a probationary period of 12 months.

C. If the service of the employee during probation has been satisfactory, the Chief of Police shall file with Human Resources a statement, in writing, to such effect stating that the retention of such employee in the service or promotional appointment is desired. No actions changing an employee's status from probationary to regular shall be made or become effective until approved by the Personnel Officer.

Section 2. Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

Section 3. Employee Performance Reports

Each probationary employee shall have his performance evaluated at the end of each three months of service or at a more frequent interval when deemed necessary by the appointing power. Regular employees shall have their performance evaluated annually or at more frequent intervals when deemed necessary by the appointing power. Such evaluations shall be reported in writing and in a form approved by the Personnel Officer.

Section 4. Rejection of a Probationary Employee

During the probationary period, an employee may be suspended, demoted or rejected any time by the Chief of Police, with approval of the Personnel Officer, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with Human Resources.

ARTICLE VIII - VACATION

Section 1. Eligibility

All regular, full-time employees, having completed a minimum of six months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at his 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 recommendation of the Chief of Police and approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual

Each full-time regular and probationary employee shall accrue vacation leave by the following formula:

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

Section 3. Anniversary Date

A. Employees hired on or before the first and the fifteenth day of the month shall have the first day of that same month as their anniversary date.

B. Employees hired on or before the sixteenth and the last day of the month shall have the first day of the following month as their anniversary date.

C. Annual adjustments to an employee's accrual rate are based on the anniversary date.

Section 4. Maximum Accrual

An employee may accumulate unused vacation to a maximum of the amount accrued in the 24 months immediately preceding the employee's anniversary date of employment. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum provided in this Section and the value of all hours accrued in excess of the maximum amount allowed will be deposited into a Retiree Health Savings (RHS) account. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

Section 5. Use of Vacation

A. The time at which an employee's vacation is to occur shall be determined by the Chief of Police 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 years or more of continuous service and who has taken 40 cumulative hours of vacation in his current anniversary year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. To request payment of up to 80 hours, the employee must submit an irrevocable election form to Human Resources by December 15 of the prior calendar year. For example, if an employee submits a payout request of 80 hours prior to December 15, 2023 and is deemed eligible to receive a payout, the employee will be paid for 80

hours in 2024. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in the pay period following: 1) the employee's anniversary date or 2) the accrual of hours requested to be paid out; whichever comes later.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

Section 6. Vacation Payment at Termination

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

Section 7. 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 8. Vacation Earned During Leave of Absence

No vacation leave shall be earned during any leave of absence without regular pay for each thirty (30) day period of such leave, except for employees on Labor Code Section 4850 leave.

Section 9. Vacation - Miscellaneous

Employees shall not perform work for the City during their vacation and, thereby, receive double compensation from the City.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without Regular Pay

A. Excluding leave which may fall under the Federal Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), upon recommendation from the Chief of Police, with approval of the City Manager, a regular employee may be granted a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed one year. Approval of such leave shall be in writing and a copy filed with the Personnel Officer.

B. At the expiration of the approved leave, within a reasonable period of time after notice from the Chief of Police to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration shall be cause for discharge.

C. During any authorized leave of absence without regular pay, an employee shall not be eligible to accumulate or receive fringe benefits coverage except as specifically provided for in this Memorandum of Understanding or insurance eligibility requirements. The City shall contribute to an employee's medical health plan, dental insurance plan, vision plan, disability insurance plan, life insurance plan and retirement plan for the first 30 days of an employee's authorized leave of absence. During such leave, an employee shall remain responsible for contributing his cost for dependent

coverage as applicable to medical and dental insurance coverage. An employee who receives approval for such leave that is greater than 30 days, shall be subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions for the continuation of coverage for medical, dental and vision insurance for himself and if applicable, for his dependent(s). Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave

Regular and probationary full-time employees may be granted a bereavement leave of absence by reason of death in the immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, registered domestic partner, child, grandchild, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval, the employee shall be allowed five days of leave up to a maximum of 40 hours.

Section 3. Military Leave of Absence

A. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the Chief of Police an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Chief of Police of such leave request at least 10 working days in advance of the beginning date of such leave.

B. In addition to the provisions of state and federal law, the City shall continue to provide to said employee the current health benefits (medical, dental, vision, disability and life insurance, and retirement subject to insurance eligibility requirements) for the first six months of military leave. During said period, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees in the same bargaining unit. After the first six months of military leave, the employee may continue said health benefits at his cost and subject to the Uniformed Services Employment and Reemployment Rights Act for medical, dental and vision insurance continuation for himself and covered dependent(s).

Section 4. Unauthorized Leave of Absence

Unauthorized leave of absence shall be considered as days, or portions of days, not worked which are normal working days and will cause the deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, up to and including termination of employment.

ARTICLE X - TEMPORARY ASSIGNMENT AND APPOINTMENT

Section 1. In special circumstances, when in the best interest of the City, the City Manager or his designee may approve a temporary assignment of a probationary or regular employee to a higher-level classification.

Section 2. In such temporary assignments lasting 30 consecutive calendar days or more, the employee shall be entitled to be compensated at a salary in the higher salary range that would be a salary increase of at least 5% over the salary received immediately prior to the temporary assignment. If the assignment is initially projected to last 30 consecutive calendar days or more, the salary increase will take place on the first day of the assignment. Approval of the City Manager must be received prior to the commencement of the temporary assignment. The probationary or regular

employee must be qualified for the higher-level classification following the guidelines of the classification specification as approved by the City Council, and must assume the full duties of the position.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on vacation, training, or other paid leave, except as noted below. Temporary assignments shall be eligible to be compensated at increased compensation when the temporary assignment is to fill a vacancy due to a termination of employment or to an industrial or non-industrial unpaid medical leave of absence. In special circumstances, the City Manager may approve increased compensation for a temporary assignment to fill a vacancy due to an industrial medical leave of absence in which the absent employee is being paid under Labor Code Section 4850.

Section 4. A temporary assignment shall not exceed 960 hours in a fiscal year.

ARTICLE XI - SICK LEAVE

Section 1. General Sick Leave Provisions

A. Sick leave shall be used for the diagnosis, care, or treatment of an existing health condition or preventative care for an employee or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act, the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace, Healthy Family Act of 2014.

B. The employee may use up to 48 hours of sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.

2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

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 regular pay, for at least fifteen (15) working days in that month.

Section 4. Accumulation and Payment Plan

A. Accrued sick leave may be accumulated without limit, except that payment of accumulated sick leave shall be granted on an annual basis to all regular employees who have a minimum of 120

hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by Human Resources at a rate of 50% of current salary for one-half (1/2) of their annual unused sick leave.

B. Payment of accumulated sick leave shall be granted on an annual basis to all employees covered by this Memorandum of Understanding who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by Human Resources, at a rate of 100% of current salary for one-half (1/2) of their annual unused sick leave.

C. Employees wishing to cash out sick leave as described in Section 4. (A) and (B) above, must submit an irrevocable election form to Human Resources by December 15 for payment in the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum of 48 hours prior to December 15, 2023, payment will be issued in December 2024 (if eligible). The maximum number of hours eligible for payout in December 2024 will be based on the sick leave hours used in the 2023 payroll year and may be less than the maximum requested. The sick leave hours for which the employee receives payment shall be deducted from his sick leave balance. Employees who do not submit an irrevocable election form by December 15 will be deemed as foregoing participation in the optional annual leave cash-out program for that following year.

D. In accordance with the annual conversion policy set forth in Section 4 (A), (B) and (C) above, an 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.

E. Upon death, service retirement, non-service retirement, separation or termination of an employee covered by this Memorandum of Understanding, with a minimum of 60 days or 480 hours of sick leave accumulation, said employee (or the employee's estate) is entitled to receive 50% compensation for that accumulated sick leave.

F. Upon death, service retirement, non-service retirement, separation or termination of an employee covered by this Agreement, with a minimum of five years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee (or the employee's estate) shall receive payment for the difference between that amount of sick leave and 240 hours at 50% compensation.

G. Upon a service retirement of any employee promoted from the Cypress Police Officers' Association (CPOA) to the Police Management Association after September 1, 2016, said employee will be entitled to receive an additional payment of sick leave accumulation not to exceed 50% of said employee's sick leave hours accumulated as listed on Exhibit D of the CPOA MOU (July 1, 2013 – June 30, 2016). Current Association members for which this provision applies and their respective hours are:

EMPLOYEE	SICK LEAVE BALANCE AS OF 9/30/2013	Maximum Sick Leave Hours Payable in accordance with Article 13, Section 4E
Ausmus, Scott	715.50	357.75
Pinvidic, Dean	769.75	384.88
Timney, Matthew	1449.50	724.75

H. Unit members agree that upon separation, termination or retirement, 50% of the value of all sick leave hours eligible for cash out will be deposited into a Retiree Health Savings account.

Section 5. Use

A. The employee requesting sick leave shall notify his immediate supervisor or Chief of Police prior to the time set for reporting to work. Sick leave with or without pay shall not be used by employees as a form of illegal strike activity against the City. After the employee has used 24 hours, or three days, whichever is greater, of sick leave for any of the purposes stated in Section 1, sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of this Memorandum of Understanding, and the Chief of Police or the Personnel Officer has approved such payment.

B. Employees may be required to provide a physician's certification for any sick leave absence that occurs after the employee has used 24 hours, or three days, whichever is greater, that involves the illness of the employee or family member.

C. The Chief of Police or the Personnel Officer may require medical certification that the employee is capable of and released to return to the performance of all the duties of his position.

D. Sick leave may be requested and used as approved by the Chief of Police or the Personnel Officer. 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 receives payment.

E. Unless otherwise approved by the Personnel Officer, 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 or for work-related illnesses or injuries.

Section 6. Sick Leave During Vacation

An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave provided that immediately upon return to duty, the employee submits a written request to the Chief of Police for sick leave and a written statement signed by his physician verifying the temporary illness and dates of illness (where authorized under section 5(b) above); and the Chief of Police recommends and the Personnel Officer 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.

Section 7. Extended Sick Leave

A. In the event of an employee's continuing illness which results in depletion of sick leave accumulation and/or is not subject to the Federal Medical Leave Act or California Family Rights Act, the employee may request, in writing, to the Chief of Police and City Manager, a leave of absence without regular 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 the Chief of Police for referral to and consideration by the

Personnel Officer, a written statement verifying the employee's need for extended sick leave and an estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming his 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 Personnel Officer. The results of such examination shall be considered by the Personnel Officer 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 (FMLA) and the California Family Rights Act (CFRA). 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 as employees of the City, shall be entitled to the benefits and privileges of California Labor Code Section 4850 as the Section now exists or is hereinafter amended. Any payment made pursuant to this Section shall not be charged as sick leave. Sick leave and vacation benefits shall accrue during the period of disability pursuant to the provisions of California Labor Code Section 4850.

Section 10. Off-the-job Injury. An employee injured outside of his service with the City may request sick leave and may apply for benefits under the disability insurance plan provided by the City in the event of extended medical disability. Continuation of health insurance coverage shall also apply as specified in Article IX - Leaves of Absence, Section 1(D).

Section 11. Continuation of Health Coverage During Temporary Disability

For the duration of a temporary disability, the City shall continue to pay for the employee's medical, dental, vision, retirement, and disability and life insurance coverage subject to insurance eligibility requirements. During said period of temporary disability, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees. City paid coverage shall continue for the first 30 days and may be extended up to one year subject to City Council approval. City Council may grant such approval in increments of 90 calendar days.

ARTICLE XII - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify

the Association prior to any change of insurance carrier or method of funding the coverage.

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

Section 1. Health Insurance Plan.

Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

PERS Health Coverage: Pursuant to Government Code Section 22892 the City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustments to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or retiree is eligible to receive. Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period July 1, 2023 through December 31, 2023:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1575	\$ 0
Employee + 1	\$1575	\$ 5
Employee + Family	\$1575	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2024 through December 31, 2024:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1700	\$ 0
Employee + 1	\$1700	\$ 5
Employee + Family	\$1700	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2025 through December 31 2025:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1800	\$ 0
Employee + 1	\$1800	\$ 5
Employee + Family	\$1800	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2026 through June 30, 2027:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1850	\$ 0
Employee + 1	\$1850	\$ 5
Employee + Family	\$1850	\$10

*The City will only pay up to the maximum contribution (City Maximum) or the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher. This payment inclusive of the City's statutory minimum PEMHCA contribution.

PERS Health Plan Deletion: An employee cannot be enrolled in the PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, the City shall pay a cash allowance of \$400 per month to eligible employees. [The same concept is applied to Dental at \$5 per month]. In order to receive the deletion payment, the employee must annually certify that he has medical insurance coverage in a group plan (other than Covered California) that provides minimum essential coverage under the Affordable Care Act for the employee and all members of his tax family.

Section 2. Affordable Care Act Reopener

The City may reopen negotiations on the issue of health insurance during the term of this Agreement if the health insurance benefits and/or contributions provided by the City or any other aspect of Article XIV need to be modified in order to limit or eliminate penalties or taxes under the Patient Protection and Affordable Care Act (ACA).

Section 3. Supplemental Health Care Benefit - Eligible Retirees (Hired Before July 1, 2009)

A. Employees hired prior to 7/1/09 who retire from the City under a PERS service retirement, with at least 10 years of continuous service and elected to be grandfathered into this benefit (versus enrolling in the Retiree Health Savings Plan) may be eligible for supplemental health care benefits effective on the date of retirement. The employee's service retirement date must immediately follow the employment separation date for the employee to be eligible to receive the supplemental health care benefit.

B. The retiree may receive a payment for this benefit in the amount of \$300/month after 10 years of continuous service. Effective January 2024, the benefit amount will increase to \$350/month.

C. The monthly payment amount set forth in B above, can be used by the retiree to either continue his health care benefits as may be available through the PERS Health Plan or use the monthly payment amount to purchase alternative health care benefits. This monthly payment shall be sent to the eligible retiree by direct deposit.

D. If the retiree chooses to participate in a plan other than the PERS Health plan, the retiree must provide the City with verification, as determined by the Personnel Officer, that the City payment is being used to secure alternative health care benefits. Verification must be submitted to Human Resources on an annual basis. Payments will only be issued if a current verification is on file during the month covered by the payment.

E. The above City payment will terminate on the date that the retiree reaches age 65 or on the date that the retiree becomes eligible for Medicare, whichever comes first.

F. This provision does not relate to the minimum payment to PERS for employees and retirees selecting the PERS Health Plan. Therefore, if a retiree eligible for the above supplemental health care benefit selects the PERS Health Plan coverage, then the retiree would be eligible for the above City payment and the minimum payment to PERS by the City.

G. If an employee elects to remain in the Supplemental Health Care Benefit Program described above, he is not eligible to participate in the Retiree Health Savings Plan described in Section 4 below.

Section 4. Retiree Health Savings Plan

A. Employees hired on or after 7/1/09 are required to participate in the Retiree Health Savings plan.

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

C. Full-time sworn employees hired by the City of Cypress prior to 7/1/09 who subsequently promote to the Association will have the option of remaining in the existing Supplemental Health Care Benefit Program, or participating in the Retiree Health Savings Plan.

D. Once an employee hired prior to 7/1/09 selects one of the two options (i.e. remain in the Supplemental Health Care Benefit Program or enroll in the Retirement Health Savings Plan), the decision is final and permanent. At no time will an employee be allowed to participate in both the Supplemental Health Care Benefit Program and receive the monthly contribution to the Retiree Health Savings Plan.

Section 5. Dental Insurance Plan

A. The City shall pay 100% of the employee's premium to a dental insurance plan.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the employee.

C. The City will pick up the cost of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/2027.

Section 6. Vision Plan. The City shall pay 100% of the employee's and dependent's premium to a vision insurance plan.

A. The City will pick up the cost of rate increases that occur within the Vision Plan for the

duration of the current MOU contract, through 6/30/2027.

Section 7. Life Insurance Plan. The City shall pay 100% of the premium for a term life insurance policy for each eligible employee in the amount of \$50,000.

A. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/2027.

Section 8. Disability Insurance Plan

The City shall provide a short-term and long-term disability insurance plan for all employees covered by this Memorandum of Understanding. The City shall pay 100% of the premium for the employee's short-term and long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE XIV – RETIREMENT

Section 1. The City shall continue to make contributions for eligible public safety personnel to the CalPERS plan known as 3% @ 50 with the CalPERS retirement survivor continuance option (Section 21263 and 21263.1), 1959 Survivors Benefit (Level 4), and one-year highest compensation (Section 20024.2).

Section 2. The City shall pay the Classic employees' statutory member contribution to their retirement plan subject to Section 3, and place it in the employees' individual CalPERS retirement accounts.

Section 3.

A. Employees hired prior to January 1, 2013, or employees hired after January 1, 2013 and are determined to be Classic CalPERS members, shall pay 12% towards their retirement benefits with CalPERS.

These contribution amounts are cost-sharing contributions under Government Code Section 20516(f) and shall be reported to CalPERS as employer contributions. The City will continue paying Classic members' 9% statutory contributions as Employer Paid Member Contributions (EPMC), which shall not be reported as special compensation. It is the parties' intent that if the MOU expires with no successor MOU in place, the 12% cost sharing contributions shall continue unless and until the parties agree to revise it as part of a successor MOU.

B. Employees hired after January 1, 2013 and are new to the California Public Employees' Retirement System (CalPERS), have had a six (6) month or more break in service and have not previously worked as a safety employee for the City, or otherwise do not qualify as Classic CalPERS members, are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA) applicable to "new members". The retirement formula for PEPRA members is 2.7% @ 57.

Section 4. In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee, and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE XV - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement

A. Employees who meet the requirements of the plan and who secure at least a passing grade ("C"), shall receive up \$1,200 per fiscal year reimbursement for the cost of tuition, mandatory fees and required textbooks to attend accredited colleges taking courses pursuant to the employees' training and education programs.

B. An additional accelerated master degree ("AMD") tuition reimbursement program shall be implemented for PMA members. The AMD tuition reimbursement program shall be limited to the Master of Science Degree in Emergency Services Management, Criminal Justice or Organizational Development at California State University, Long Beach (CSULB), Chapman University, or an equivalent college/university approved in advance of enrollment by the Personnel Office. While an employee may choose to attend either CSULB, Chapman University, or an equivalent college or university approved by the Personnel Office, the City's reimbursable maximum amounts (as noted below) will be based upon the CSULB tuition rates. The City will reimburse participating employees on a "pay as you go basis" 50% of the cost of tuition, books and any materials directly related to the course(s) which are required by the course instructor ("Eligible Costs"). The remaining 50% of costs will be borne by the employee. In no event will the City's reimbursement for Eligible Costs exceed \$2,500 in a twelve month period. The total amount of the City's reimbursements for Eligible Costs shall not exceed \$5,000 per employee.

C. In the event that (1) an employee who has received reimbursement under the AMD tuition reimbursement program terminates their employment, and (2) the employee has received reimbursements under the AMD tuition reimbursement program in an amount greater than what the employee was entitled to receive (on a fiscal year basis) under the City's standard tuition reimbursement plan as described in Section A. above commencing at the time the employee entered the AMD program and ending at the time of separation of employment, the employee will be required to reimburse the City for the difference. For the purpose of calculating any balance that may be due, the City's standard tuition reimbursement plan as described in Section A. above will be allocated on a monthly basis (\$100 per month). By way of example, assuming an employee receives a total of \$4,800 in reimbursement payments from July 1, 2023 to June 30 2025, and the employee terminates in September of 2026, the employee would required to reimburse the City \$900. However, if the employee terminates after July 1, 2027, no reimbursement would be due to the City.

ARTICLE XVI - SAFETY AND HEALTH

Section 1. The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

ARTICLE XVII - LAYOFF PROCEDURES

Section 1. Policy

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be separated by layoff in the following order: emergency, provisional, temporary, probationary, regular. The order of layoff of regular employees shall be based upon recommendation of the department head. The department head shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given 10 working days' notice, and written notice of the reasons for such action. Regular employees in good standing (those

deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same class of position.

B. An employee may be separated by layoff by the Chief of Police when deemed necessary or convenient as a result of substantial changes in duties or organization, abolition of position, shortages of work funds, or completion of work for which employment was made. Such termination shall not be subject to appeal.

ARTICLE XVIII - REINSTATEMENT

Section 1. Policy.

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in the same class where such positions are to be refilled during the period of their eligibility on the layoff employment list. Any employees so reinstated shall retain all benefits accrued in prior service with the City. During such layoff, no benefits shall accrue and the anniversary date shall be adjusted, if such layoff times exceeds 30 consecutive days.

B. Any regular employee who has resigned from the City's service in good standing may, upon written request and approval of the Chief of Police and the Personnel Officer, be considered for reinstatement to a position in the same or similar class in the classified service within two years of such termination. Such reinstatement shall be made without benefit of additional examination and may take precedence over employment lists, but in no way shall it be mandatory for the Chief of Police to reappoint a former employee should he desire not to do so. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City.

ARTICLE XIX - PROMOTION AND DEMOTION

Section 1. Promotion

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established. To be eligible to compete in a promotional examination, an employee must have City experience in a lower classification in the same occupational field performing work that is sufficiently preparatory for the work of the promotional classification. The Personnel Officer shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the Chief of Police, a vacancy in the department could be filled better by an open, competitive examination, then the department head may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be eligible to compete in the open, competitive examination.

C. Promotion shall be accomplished insofar as practicable and consistent with the best interests of the service.

Section 2. Demotion

A. The Chief of Police, with approval of the City Manager and subject to any due process rights of the employee, may demote an employee for any of the following reasons or conditions:

1. An employee whose ability to perform his required duties falls below acceptable standards.
2. For disciplinary reasons set forth in Chapter 11.03 of the Personnel Rules and Regulations of the City of Cypress.
3. When the need for a position which an employee fills no longer exists.
4. When an employee requests such demotion and has the consent of the prospective supervising official.
5. For any other reasonable grounds as approved by the Personnel Officer.

B. No employee shall be demoted to a classification for which he does not possess the minimum qualifications. Written notice shall be given an employee at least 10 working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

ARTICLE XX - NO STRIKE - NO LOCKOUT

Section 1. Prohibited Conduct

A. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

B. The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in Section A above may be subject to termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 2, "Association Responsibility;" the City may suspend any and all of the rights, privileges, accorded to the Association under the Employee Relations Resolution or in this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access, check off, the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility

A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1(A), "Prohibited Conduct," the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1(A), "Prohibited Conduct," and return to work.

B. If the Association performs all of the responsibilities set forth in Section 1 herein, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 "Prohibited Conduct."

ARTICLE XXI – NO SMOKING POLICY

Section 1. Pursuant to California Government Code § 7596 through 7597, employees shall not smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by Vehicle Code § 465, owned by the state.

Section 2. Employees shall not smoke or use tobacco products at any time in any City vehicle.

Section 3. Employees shall not smoke or use tobacco products at any time in public view on any City property.

Section 4. Employees hired after July 1, 2000, must refrain from smoking tobacco or using any other tobacco substances at any time on or off duty as a condition of continued employment. Violation of this condition of employment shall be deemed good cause for discipline, up to and including dismissal.

Section 5. Violation of this Article may result in appropriate disciplinary action.

ARTICLE XXII - ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXIII - WAIVER OF BARGAINING DURING TERM OF THIS MEMORANDUM OF UNDERSTANDING

Section 1. Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may; however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Section 2. During the term of this Agreement, the Association agrees to review proposed changes to the City Personnel Rules and Regulations including but not limited to, clean-up of outdated language, clarifying rules regarding employees on extended leaves of absence, updates to the harassment policy and adding a procedure for administrative appeal hearings under the POBOR.

ARTICLE XXIV - CITY RIGHTS

Section 1. The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish service.
- D. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
- E. Methods of financing.
- F. Types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedures.
- M. To determine job classification and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Memorandum of Understanding.
- O. To determine policies, procedures and the standards for selection, training and promotion

of employees.

- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE XXV - EMERGENCY WAIVER PROVISION

Section 1. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and Regulations.

ARTICLE XXVI - SEPARABILITY

Section 1. Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXVII - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. Except as otherwise stated in this agreement, the term of this Memorandum of Understanding shall commence on July 1, 2023 and shall continue in full force and effect until June 30, 2027.

ARTICLE XXIII - RATIFICATION AND EXECUTION

Section 1. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City.

CITY OF CYPRESS

By:  Date: 8/15/23
Matt Burton, Director of Finance and Administrative Services

By:  Date: 8/15/23
Regina Nguyen, Human Resources Manager

**CYPRESS POLICE MANAGEMENT
ASSOCIATION**

By:  Date: 8/15/2023
Christopher Revere, Association Member

By:  Date: 08-15-2023
Scott Ausmus, Association Member

By:  Date: 8-15-23
Dean Pinvidic, Association Member

By:  Date: 8/15/23
Matthew Timney, Association Member

EXHIBIT "A"

**Cypress Police Management Association
Effective July 7, 2023**

CLASS TITLE	SALARY RANGES (Per Month)
--------------------	----------------------------------

Police Captain	\$14,762 - \$17,721
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Police Lieutenant	\$13,359 - \$16,034
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**Cypress Police Management Association
Effective July 5, 2024**

CLASS TITLE	SALARY RANGES (Per Month)
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Police Captain	\$15,426 - \$18,518
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Police Lieutenant	\$13,960 - \$16,756
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**Cypress Police Management Association
Effective July 4, 2025**

CLASS TITLE	SALARY RANGES (Per Month)
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Police Captain	\$16,120 - \$19,351
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Police Lieutenant	\$14,588 - \$17,510
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Effective July 3, 2026, a minimum 2% to a maximum 3% based upon the CPI-U for Los Angeles-Long Beach-Anaheim for the 12-month period ending May 2026.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS
AND THE
CYPRESS POLICE MANAGEMENT ASSOCIATION

ARTICLE I - RECOGNITION

Section 1. Pursuant to the Provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized the Cypress Police Management Association (hereinafter called "Association") as the representative of the employees in the classifications of Police Captain and Police Lieutenant.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications set forth in Section 1 above for the purpose of meeting its obligation under this Memorandum of Understanding or the Meyers-Milias-Brown Act, Government Code §3500, et. seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

Section 3. Recognizing the above-mentioned body, the City encourages open and good faith negotiations between the City and its employees through their Employees' Association representatives.

ARTICLE II - NON-DISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of any legally protected classification recognized by state or federal law, including, but not limited to: race, color, sex, age, national origin, disability, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the state or federal agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement in compliance with state or federal anti-discrimination laws.

Section 2. Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA). To comply with federal and state law, the language below shall apply, unless modified by federal or state law as applicable:

A. The Americans with Disabilities Acts (ADA) and California Fair Employment and Housing Act (FEHA) requires reasonable accommodations for individuals protected under the ADA/FEHA, and because reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

Section 3. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to also include the feminine gender.

ARTICLE III - COMPENSATION PLAN

Section 1. Basic Compensation Plan

A. All employees covered by this Agreement shall be included under the Basic Compensation Plan. Every position under this Plan shall be assigned a range established by the City Council by resolution. All changes shall be at the beginning of the next closest pay period, except as otherwise approved by the Personnel Officer where there is a special justification.

B. The beginning salary is a minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary upon the recommendation of the department head and the approval of the City Manager or his designee when it is decided that such action is in the best interest of the City.

C. Employees' salaries shall be adjusted annually by the applicable percentage adjustment for their range. Additionally, at the time of the annual range adjustment, employees shall be evaluated annually for a merit increase. Each merit adjustment shall be made only if recommended by the Chief of Police and if approved by the Personnel Officer.

D. All rates shown are in full payment for services rendered and covers full payment for the number of hours now being regularly performed in each class.

Section 2. Initial Compensation

All new employees appointed to a position in the competitive service shall be paid a salary within the established range for the position. The initial employment shall generally be at the minimum rate for the class. However, the appointing power may, with approval of the City Manager or his designee, when circumstances warrant it, appoint at other than the minimum salary.

Section 3. Evaluation Dates Shall Be Established As Follows:

A. Employees appointed, promoted or reinstated on or between the first and the fifteenth day of the month inclusive shall have the first day of that same month as their evaluation date.

B. Employees appointed, promoted or reinstated on or between the sixteenth and the last day of the month inclusive shall have the first day of the month immediately following, as their evaluation date.

C. Evaluation dates shall change upon promotion or reclassification. Evaluation dates shall not change following demotions or transfers.

Section 4. Advancement Within Salary Range.

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancements in salary shall not be automatic, but shall depend upon the results of an

employee's performance evaluation completed by the immediate supervisor.

C. The Chief of Police and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the Chief of Police with approval of the Personnel Officer or his designee.

D. An employee's job performance must be evaluated at least once every ~~twelve (12)~~ months from the effective date of his last merit increase, special performance advancement, or promotion. Nothing contained herein shall restrict the Chief of Police from denying the increase after evaluation, nor shall it prevent him from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels to merit an increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the Chief of Police for the purpose of maintaining uniformity of standards throughout the department.

F. Employees who are not at the top of the pay range shall receive minimum annual merit increases as follows:

Outstanding (or equivalent to highest rating) – 3%

Above Standard (or equivalent) – 2%

Meets Standard (or equivalent) – 1%

City management reserves the right to deviate from the established minimums during identified periods of financial instability or when determined to be in the best interests of the City.

Section 5. Salary Increases Following Promotion

When an employee in the Police Department is promoted to a position with a higher salary range, such employee shall automatically be entitled to a salary in the higher salary range that would be a salary increase of at least ~~five percent (5%)~~ over the salary received immediately prior to the promotion.

Section 6. Salary Decreases Following Demotion

In the case of a demotion of an employee in the department to a class with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new class as recommended by the Chief of Police and approved by the City Manager or his designee. The employee shall retain his previous evaluation date.

Section 7. Adjustment of Salary Ranges

A. When a salary range for a given classification is revised upward or downward, the incumbents of the classifications affected shall have their existing salary adjusted to the same relative position in the new salary range and their evaluation date shall not be changed.

B. Clarification of Salary Range Movement - The placement in the range is based on merit achievement or lack of achievement and the movement of the range is based on cost of living adjustments. The changes will occur as follows:

1. Upon appointment or promotion, an employee is initially placed in the range to the point that there is a fair increase in pay (minimum of 5% above their previous salary). The employee will remain at that point (the same percentage from the top) in the range until there is an evaluation with a recommendation/approval for movement in the range (up or down based on positive or negative performance).

2. If the range is changed (increased or decreased), then the employee will move with the range to remain at the same location or point in the range (e.g., if the employee is at the midpoint in the range prior to the adjustment, then the employee's rate of pay will be the new midpoint of the range). However, in the event of a reduction of salary during the term of this agreement, the City will open discussions with the Association and, if necessary, meet and confer regarding said issue.

Section 8. Salary and Benefits on Suspension

During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he shall not forfeit his medical health plan, dental insurance plan, vision insurance plan, retirement plan, disability insurance or life insurance plan, unless specific exclusions prevent such coverage continuation. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income during the period of suspension. Any disruption in coverage continuation shall be reinstated upon return to active duty in accordance with policy eligibility requirements.

Section 9. Salary Adjustments During Term of Memorandum of Understanding

A. Attached hereto and incorporated herein is Exhibit "A". Said Exhibit affects base salary adjustments for represented classifications.

B. Salary increases for all represented classifications will be implemented at the beginning of the pay period as follows:

Effective July 7, 2023, an 11% range adjustment.

Effective July 5, 2024, a 4.5% range adjustment.

Effective July 4, 2025, a 4.5% range adjustment.

Effective July 3, 2026, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 2% to a maximum 3% range adjustment.

~~Effective July 9, 2021, a 3% range adjustment.~~

~~Effective July 8, 2022, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 1.5% to a maximum 2.5% range adjustment.~~

~~Section 10. One Time Payment~~

~~All members who remain employed through June 30, 2021, will receive a one-time non-PERSable gross payment of \$6,000.~~

~~Where eligible and in accordance with the Department of Treasury's final guidelines, these one-~~

~~time payments will be deemed “premium pay” under the American Rescue Plan Act and are intended to recognize and compensate eligible workers on the frontline, working in the field during the COVID-19 pandemic. Any one-time payment determined ineligible for premium pay classification under the American Rescue Plan Act will be paid with other available City resources. Payment will be included in a regular payroll within 40 days of ratification of this agreement.~~

~~—The parties agree and stipulate that these payments shall not be deemed to be salary or performance-based compensation, shall not be considered special compensation or incentive pay and therefore, shall not be deemed in law to be reportable compensation to CalPERS. The gross distribution of each Retention Stimulus shall be subject to all mandated state/federal withholdings and shall not be deemed an adjustment to any recipient’s base salary or salary range.~~

Section 101. Payroll Schedule and Direct Deposit

The City’s payroll is based on a bi-weekly pay schedule with the pay day occurring every other Friday following the end of a pay period. All employees are required to participate in the City’s direct deposit payroll program.

ARTICLE IV - HOURS OF WORK

All employees of the department shall be subject to be called for service at any time to meet any and all operational needs, emergencies or unusual conditions which, in the opinion of the Chief of Police or designee in charge of the department at the time, may require such service from any of said employees.

Section 1. Work Schedules

A. As agreed to by the Association and with approval, and with continued approval from the Chief of Police, the following modified work schedule applies:

1. 4/10 Plan - Employee works 4/10 hour shifts in a 7-day work period. The pay cycle for the employee starts Friday Noon and continues for 14 days until Friday Noon. When an employee is off on a scheduled work day under this Plan, then 10 hours of leave per work day shall be charged. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

B. Upon mutual agreement between the Association and the Chief of Police the following modified work schedule may be implemented:

1. 9/80 Plan - Employee works nine (9) days for eighty (80) hours in a two-week pay period by working eight (8) days (Monday through Thursday) at nine (9) hours and working one Friday for eight (8) hours, totaling forty (40) hours per work week. All leave hours shall comply with the current accrual, eligibility, request and approval requirements as specified in this MOU or as approved by the Personnel Officer.

ARTICLE V - SPECIAL PAY AND BENEFIT PROVISIONS

Section 1. Performance-Based Police Management Incentive Pay

Beginning with the start of the first pay period immediately following adoption of the MOU, employees who receive a minimum “Meets Standards” on the annual performance review shall

receive a \$700 per month Police Management Incentive Pay. Pay will be suspended if an employee is off work for more than 30 consecutive days for any reason, except as provided by State and Federal law, or if placed on administrative leave for a disciplinary-related matter. The parties agree this is not pensionable compensation. The monthly amount will increase to \$750 effective the first full pay period in July 2026.

The Police Management Incentive Pay is intended to reward employees that are performing satisfactorily and to incentivize continued performance after an employee has reached the top of the pay range. If an employee receives an overall performance rating below "Meets Standards", pay will be discontinued starting the pay period following the issuance of the performance evaluation.

Section 24. Vehicle Usage

The City will provide vehicles to the Police Captains and Police Lieutenants under terms and conditions of which to be determined by the Chief of Police and the City Manager.

Section 32. Uniform Allowance and Safety Equipment

A. All employees shall receive a uniform allowance bi-annual payment. The payment schedule is as follows:

<u>Bi-Annual Payment</u>	<u>Date Paid</u>	<u>Coverage Period</u>
\$500	June of each year	January to June
\$500	December of each year	July to December

Uniform Allowance is reported to CalPERS on a per pay period basis for Classic CalPERS members.

B. All uniforms and utility equipment shall be purchased by the employee with the uniform allowance. The City shall continue to provide bulletproof vests, safety helmets, oleoresin capsicum (OC) and such other safety equipment as required by law or that the City deems necessary.

ARTICLE VI - HOLIDAYS

Section 1. Recognized Holidays

A. For pay purposes, the following holidays are recognized as municipal holidays for permanent 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 (eight working hours). Employees hired after the beginning of the payroll year, but before September 1 of the payroll year, will be credited with one floating holiday. Floating holiday may be taken subject to approval of the Chief of Police 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 in the 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. Request for a religious holiday shall be made in writing to the Chief of Police. If approved, such time shall be charged against floating holiday, or vacation.

Section 2. Holidays Falling During Approved Leaves of Absence Without Regular Pay

A. Any employee on an approved leave of absence without regular pay, having the holiday fall during the period of such leave of absence without regular 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.

B. An employee who separates from the City who has taken credited but unearned holiday hours, is responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.

ARTICLE VII - PROBATIONARY PERIOD

Section 1. Appointments Following Probationary Period

A. The original appointment of every employee shall be tentative and subject to a probationary period of ~~twelve~~(12) months of service.

B. The promotional appointment of every regular employee shall be tentative and subject to a probationary period of ~~twelve~~(12) months.

C. If the service of the employee during probation has been satisfactory, the Chief of Police shall file with Human Resources a statement, in writing, to such effect stating that the retention of such employee in the service or promotional appointment is desired. No actions changing an employee's status from probationary to regular shall be made or become effective until approved by the Personnel Officer.

Section 2. Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

Section 3. Employee Performance Reports

~~A.~~—Each probationary employee shall have his performance evaluated at the end of each three (3) months of service or at a more frequent interval when deemed necessary by the appointing power. Regular employees shall have their performance evaluated annually or at more frequent intervals when deemed necessary by the appointing power. Such evaluations shall be reported in

writing and in a form approved by the Personnel Officer.

~~B. The written report of an employee's performance evaluation shall be filed in triplicate, the original to be filed with the Personnel Officer and made a part of the employee's personnel records, one copy to be retained by the department, and one copy to be given to the employee.~~

Section 4. Rejection of a Probationary Employee

During the probationary period, an employee may be suspended, demoted or rejected any time by the Chief of Police, with approval of the Personnel Officer, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with Human Resources.

ARTICLE VIII - 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 his 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 recommendation of the Chief of Police and approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual

Each full-time regular and probationary employee shall accrue vacation leave by the following formula:

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

Section 3. Anniversary Date

A. Employees hired on or before the first and the fifteenth day of the month shall have the first day of that same month as their anniversary date.

B. Employees hired on or before the sixteenth and the last day of the month shall have the first day of the following month as their anniversary date.

C. Annual adjustments to an employee's accrual rate are based on the anniversary date.

Section 4. Maximum Accrual

An employee 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. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum provided in this Section and the value of all hours accrued in excess of the maximum amount allowed will be deposited into a Retiree Health Savings (RHS) account. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

Section 5. Use of Vacation

A. The time at which an employee's vacation is to occur shall be determined by the Chief of Police 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 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. To Request for payment of up to eighty (80) hours, the employee shall be made in writing must submit an irrevocable election form 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, 2023~~0~~ and is deemed eligible to receive a payout, the employee will be paid for 80 hours in ~~April 2024~~⁴⁴. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in the pay period following: 1) the employee's anniversary date or 2) the accrual of hours requested to be paid out; whichever comes later.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

Section 6. Vacation Payment at Termination

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

Section 7. 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 8. Vacation Earned During Leave of Absence

No vacation leave shall be earned during any leave of absence without regular pay for each thirty (30) day period of such leave, except for employees on Labor Code Section 4850 leave.

Section 9. Vacation - Miscellaneous

Employees shall not perform work for the City during their vacation and, thereby, receive double compensation from the City.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without Regular Pay

A. Excluding leave which may fall under the Federal Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), upon recommendation from the Chief of Police, with approval of the City Manager, a regular employee may be granted a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed one ~~(1)~~ year. Approval of such leave shall be in writing and a copy filed with the Personnel Officer.

B. At the expiration of the approved leave, within a reasonable period of time after notice from the Chief of Police to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration shall be cause for discharge.

C. During any authorized leave of absence without regular pay, an employee shall not be eligible to accumulate or receive fringe benefits coverage except as specifically provided for in this Memorandum of Understanding or insurance eligibility requirements. The City shall contribute to an employee's medical health plan, dental insurance plan, vision plan, disability insurance plan, life insurance plan and retirement plan for the first ~~thirty (30)~~ days of an employee's authorized leave of absence. During such leave, an employee shall remain responsible for contributing his cost for dependent coverage as applicable to medical and dental insurance coverage. An employee who receives approval for such leave that is greater than ~~thirty (30)~~ days, shall be subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions for the continuation of coverage for medical, dental and vision insurance for himself and if applicable, for his dependent(s). Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave

Regular and probationary full-time employees may be granted a bereavement leave of absence by reason of death in the immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, registered domestic partner, child, grandchild, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval ~~of said leave~~, the employee shall be allowed ~~a maximum of five days of leave up to a maximum of 40 hours~~ five (5) working days. ~~Employees shall receive eight (8) hours of pay for each day lost from work due to bereavement leave they are entitled to as set forth above.~~

Section 3. Military Leave of Absence

A. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the Chief of Police an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Chief of Police of such leave request at least ~~ten (10)~~ working days in advance of the beginning date of such leave.

B. In addition to the provisions of state and federal law, the City shall continue to provide to said employee the current health benefits (medical, dental, vision, disability and life insurance, and retirement subject to insurance eligibility requirements) for the first six ~~(6)~~ months of military leave. During said period, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees in the same bargaining unit. After the first six ~~(6)~~ months of military leave, the employee may continue said health benefits at his cost and subject to the Uniformed Services Employment and Reemployment Rights Act for medical, dental and vision insurance continuation for himself and covered dependent(s).

Section 4. Unauthorized Leave of Absence

Unauthorized leave of absence shall be considered as days, or portions of days, not worked which are normal working days and will cause the deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, up to and including termination of employment.

ARTICLE X - TEMPORARY ASSIGNMENT AND APPOINTMENT

Section 1. In special circumstances, when in the best interest of the City, the City Manager or his designee may approve a temporary assignment of a probationary or regular employee to a higher-level classification.

Section 2. In such temporary assignments lasting ~~thirty (30)~~ consecutive calendar days or more, the employee shall be entitled to be compensated at a salary in the higher salary range that would be a salary increase of at least ~~five percent (5%)~~ over the salary received immediately prior to the temporary assignment. If the assignment is initially projected to last ~~thirty (30)~~ consecutive calendar days or more, the salary increase will take place on the first day of the assignment. Approval of the City Manager must be received prior to the commencement of the temporary assignment. The probationary or regular employee must be qualified for the higher-level classification following the guidelines of the classification specification as approved by the City Council, and must assume the full duties of the position.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on vacation, training, or other paid leave, except as noted below. Temporary assignments shall be eligible to be compensated at increased compensation when the temporary assignment is to fill a vacancy due to a termination of employment or to an industrial or non-industrial unpaid medical leave of absence. In special circumstances, the City Manager may approve increased compensation for a temporary assignment to fill a vacancy due to an industrial medical leave of absence in which the absent employee is being paid under Labor Code Section 4850.

Section 4. A temporary assignment shall not exceed 960 hours in a fiscal year.

ARTICLE XI - SICK LEAVE

Section 1. General Sick Leave Provisions

A. Sick leave shall be used for the diagnosis, care, or treatment of an existing health condition

or preventative care for an employee or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act, the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace, Healthy Family Act of 2014.

B. The employee may use up to 48 hours of sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.

2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

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 regular pay, for at least fifteen (15) working days in that month.

Section 4. Accumulation and Payment Plan

A. Accrued sick leave may be accumulated without limit, except that payment of accumulated sick leave shall be granted 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, during the subsequent December on a date determined by Human Resources at a rate of ~~fifty percent (50%)~~ of current salary for one-half (1/2) of their annual unused sick leave.

B. Payment of accumulated sick leave shall be granted on an annual basis to all employees covered by this Memorandum of Understanding who have a minimum of ~~two hundred forty (240)~~ hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by Human Resources, at a rate of ~~one hundred percent (100%)~~ of current salary for one-half (1/2) of their annual unused sick leave.

C. Employees wishing to cash out sick leave as described in Section 4. (A) and (B) above, must notify-submit an irrevocable election form to Human Resources ~~in writing~~ by December 15 for payment in the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum of 48 hours prior to December 15, 202~~30~~, payment will be issued in December 202~~44~~ (if eligible). The maximum number of hours eligible for payout in December 202~~44~~ will be based on the sick leave hours used in the 202~~34~~ payroll year and may be less than the maximum requested. The sick leave hours for which the employee receives payment shall be deducted from his sick leave balance. Employees who do not submit an irrevocable election form by December 15 will be deemed as foregoing participation in the optional annual leave cash-out program for that following year.

D. In accordance with the annual conversion policy set forth in Section 4 (A), (B) and (C) above, an 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.

E. Upon death, service retirement, non-service retirement, separation or termination of an employee covered by this Memorandum of Understanding, with a minimum of ~~sixty (60)~~ days or ~~four hundred eighty (480)~~ hours of sick leave accumulation, said employee (or the employee's estate) is entitled to receive ~~fifty percent (50%)~~ compensation for that accumulated sick leave.

F. Upon death, service retirement, non-service 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 (or the employee's estate) ~~is entitled to shall~~ receive payment for the difference between that amount of sick leave and ~~two hundred forty (240)~~ hours at ~~fifty percent (50%)~~ compensation.

~~G. Upon a service retirement from the City, an employee appointed to the Association prior to September 1, 2016, is entitled to one hundred percent (100%) of accumulated sick leave hours paid at the employee's base hourly rate on his last day of actual work, regardless of effective date of service retirement. An employee's eligibility for such payment shall apply to employees who service retire, which is not surrounded by discipline, and has maintained an acceptable job performance record during his years of service with the City. Payment shall be made by the City when the City receives "Notice of Placement on Retirement Roll" from the retirement system confirming a service retirement.~~

GH. Upon a service retirement of any employee promoted from the Cypress Police Officers' Association (CPOA) to the Police Management Association after September 1, 2016, said employee will be entitled to receive an additional payment of sick leave accumulation not to exceed ~~fifty percent (50%)~~ of said employee's sick leave hours accumulated as listed on Exhibit D of the CPOA MOU (July 1, 2013 – June 30, 2016). Current Association members for which this provision applies and their respective hours are:

EMPLOYEE	SICK LEAVE BALANCE AS OF 9/30/2013	Maximum Sick Leave Hours Payable in accordance with Article 13, Section 4E
Ausmus, Scott	715.50	357.75
Pinvidic, Dean	769.75	384.88
Timney, Matthew	1449.50	724.75

~~I. H.~~ Unit members agree that upon separation, termination or retirement, 50% of the value of all sick leave hours eligible for cash out will be deposited into a Retiree Health Savings account.

~~J. In accordance with the payment plan set forth in Section 4 (E), (F), (G) and (H) 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. The employee requesting sick leave shall notify his immediate supervisor or Chief of Police prior to the time set for reporting to work. Sick leave with or without pay shall not be used by employees as a form of illegal strike activity against the City. After the employee has used 24 hours, or three days, whichever is greater, of sick leave for any of the purposes stated in Section 1, sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of this Memorandum of Understanding, and the Chief of Police or the Personnel Officer has approved such payment.

B. Employees may be required to provide a physician's certification for any sick leave absence that occurs after the employee has used 24 hours, or three days, whichever is greater, that involves the illness of the employee or family member.

C. The Chief of Police or the Personnel Officer may require medical certification that the employee is capable of and released to return to the performance of all the duties of his position.

D. Sick leave may be requested and used as approved by the Chief of Police or the Personnel Officer. 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 receives payment.

E. Unless otherwise approved by the Personnel Officer, 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 or for work-related illnesses or injuries.

Section 6. Sick Leave During Vacation

An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave provided that immediately upon return to duty, the employee submits a written request to the Chief of Police for sick leave and a written statement signed by his physician verifying the temporary illness and dates of illness (where authorized under section 5(b) above); and the Chief of Police recommends and the Personnel Officer 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.

Section 7. Extended Sick Leave

A. In the event of an employee's continuing illness which results in depletion of sick leave accumulation and/or is not subject to the Federal Medical Leave Act or California Family Rights Act, the employee may request, in writing, to the Chief of Police and City Manager, a leave of absence without regular 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 the Chief of Police for referral to and consideration by the Personnel Officer, a written statement verifying the employee's need for extended sick leave and an estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming his 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 Personnel Officer. The results of such examination shall be considered by the Personnel Officer 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 (FMLA) and the California Family Rights Act (CFRA). 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 as employees of the City, shall be entitled to the benefits and privileges of California Labor Code Section 4850 as the Section now exists or is hereinafter amended. Any payment made pursuant to this Section shall not be charged as sick leave. Sick leave and vacation benefits shall accrue during the period of disability pursuant to the provisions of California Labor Code Section 4850.

Section 10. Off-the-job Injury. An employee injured outside of his service with the City may request sick leave and may apply for benefits under the disability insurance plan provided by the City in the event of extended medical disability. Continuation of health insurance coverage shall also apply as specified in Article IX - Leaves of Absence, Section 1(D).

Section 11. Continuation of Health Coverage During Temporary Disability

For the duration of a temporary disability, the City shall continue to pay for the employee's medical, dental, vision, retirement, and disability and life insurance coverage subject to insurance eligibility requirements. During said period of temporary disability, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees. City paid coverage shall continue for the first ~~thirty~~(30) days and may be extended up to one ~~(1)~~ year subject to City Council approval. City Council may grant such approval in increments of ~~ninety~~(90) calendar days.

ARTICLE XII - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

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

Section 1. Health Insurance Plan.

Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

PERS Health Coverage: Pursuant to Government Code Section 22892 the City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustments to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or retiree is eligible to receive. Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period July 1, 2023~~34~~ through December 31, 2023~~34~~:

Status	*City Maximum	*Employee Minimum
Employee Only	\$ ~~1575~~ <u>1425</u>	\$ 0
Employee + 1	\$ ~~1575~~ <u>1425</u>	\$ 5
Employee + Family	\$ ~~1575~~ <u>1425</u>	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2024~~42~~ through December 31, 2024~~42~~:

Status	*City Maximum	*Employee Minimum
Employee Only	\$ ~~1700~~ <u>1500</u>	\$ 0
Employee + 1	\$ ~~1700~~ <u>1500</u>	\$ 5
Employee + Family	\$ ~~1700~~ <u>1500</u>	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2025~~53~~ through December 31~~June 30~~, 2025~~53~~:

Status	*City Maximum	*Employee Minimum
Employee Only	\$ ~~1800~~ <u>1575</u>	\$ 0
Employee + 1	\$ ~~1800~~ <u>1575</u>	\$ 5
Employee + Family	\$ ~~1800~~ <u>1575</u>	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2026 through June 30, 2027:

<u>Status</u>	<u>*City Maximum</u>	<u>*Employee Minimum</u>
Employee Only	\$1850	\$ 0
Employee + 1	\$1850	\$ 5
Employee + Family	\$1850	\$10

*The City will only pay up to the maximum contribution (City Maximum) or the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher. This payment inclusive of the City's statutory minimum PEMHCA contribution.

PERS Health Plan Deletion: An employee cannot be enrolled in the PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, ~~the City, after determining that a minimum amount of health coverage is provided to the employee (by their spouse or other coverage), the City~~ shall pay a cash allowance of \$400 per month to eligible employees. [The same concept is applied to Dental at \$5 per month]. ~~To be eligible for this "deletion" payment, the employee must provide proof of alternate group coverage, as determined by the Personnel Officer, that comparable medical insurance is in full force and effect. In the event the employee loses eligibility (with documentation) then the employee may re-enroll in the plan pursuant to the PERS health plan rules. In order to receive the deletion payment, the employee must annually certify that he/she has medical insurance coverage in a group plan (other than Covered California) that provides minimum essential coverage under the Affordable Care Act for the employee and all members of his/her tax family.~~

Section 2. Affordable Care Act Reopener

The City may reopen negotiations on the issue of health insurance during the term of this Agreement if the health insurance benefits and/or contributions provided by the City or any other aspect of Article XIV need to be modified in order to limit or eliminate penalties or taxes under the Patient Protection and Affordable Care Act (ACA).

Section 3. Supplemental Health Care Benefit - Eligible Retirees (Hired Before July 1, 2009)

A. Employees hired prior to 7/1/09 who retire from the City under a PERS service retirement, with at least ~~ten~~ (10) years of continuous service and elected to be grandfathered into this benefit (versus enrolling in the Retiree Health Savings Plan) may be eligible for supplemental health care benefits effective on the date of retirement. The employee's service retirement date must immediately follow the employment separation date for the employee to be eligible to receive the supplemental health care benefit.

B. The retiree may receive a payment for this benefit in the amount of \$300/month after 10 years of continuous service. Effective January 2024, the benefit amount will increase to \$350/month.

C. The monthly payment amount set forth in B above, can be used by the retiree to either continue his health care benefits as may be available through the PERS Health Plan or use the monthly payment amount to purchase alternative health care benefits. This monthly payment shall be sent to the eligible retiree by direct deposit.

D. If the retiree chooses to participate in a plan other than the PERS Health plan, the retiree must provide the City with verification, as determined by the Personnel Officer, that the City payment is being used to secure alternative health care benefits. Verification must be submitted to Human Resources on an annual basis. Payments will only be issued if a current verification is on file during the month covered by the payment.

E. The above City payment will terminate on the date that the retiree reaches age 65 or on the date that the retiree becomes eligible for Medicare, whichever comes first.

F. This provision does not relate to the minimum payment to PERS for employees and retirees selecting the PERS Health Plan. Therefore, if a retiree eligible for the above supplemental health care benefit selects the PERS Health Plan coverage, then the retiree would be eligible for the above City payment and the minimum payment to PERS by the City.

G. If an employee elects to remain in the Supplemental Health Care Benefit Program described above, he is not eligible to participate in the Retiree Health Savings Plan described in Section 4 below.

Section 4. Retiree Health Savings Plan

A. Employees hired on or after 7/1/09 are required to participate in the Retiree Health Savings plan.

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

C. Full-time sworn employees hired by the City of Cypress prior to 7/1/09 who subsequently promote to the Association will have the option of remaining in the existing Supplemental Health Care Benefit Program, or participating in the Retiree Health Savings Plan.

D. Once an employee hired prior to 7/1/09 selects one of the two options (i.e. remain in the Supplemental Health Care Benefit Program or enroll in the Retirement Health Savings Plan), the decision is final and permanent. At no time will an employee be allowed to participate in both the Supplemental Health Care Benefit Program and receive the monthly contribution to the Retiree Health Savings Plan.

Section 5. Dental Insurance Plan

A. The City shall pay ~~one hundred percent (100%)~~ of the employee's premium to a dental insurance plan.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the employee.

C. The City will pick up the cost of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/202~~7~~3.

Section 6. Vision Plan. The City shall pay ~~one hundred percent (100%)~~ of the employee's and dependent's premium to a vision insurance plan.

A. The City will pick up the cost of rate increases that occur within the Vision Plan for the duration of the current MOU contract, through 6/30/202~~7~~3.

Section 7. Life Insurance Plan. The City shall pay ~~one hundred percent (100%)~~ of the premium for a term life insurance policy for each eligible employee in the amount of \$50,000.

A. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/202~~7~~3.

Section 8. Disability Insurance Plan

The City shall provide a short-term and long-term disability insurance plan for all employees covered by this Memorandum of Understanding. The City shall pay ~~one hundred percent (100%)~~ of the premium for the employee's short-term and long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE XIV – RETIREMENT

Section 1. The City shall continue to make contributions for eligible public safety personnel to the CalPERS plan known as ~~three percent (3%) @at fifty (50)~~ with the CalPERS retirement survivor continuance option (Section 21263 and 21263.1), 1959 Survivors Benefit (Level 4), and one-year highest compensation (Section 20024.2).

Section 2. The City shall pay the Classic employees' statutory member contribution to their retirement plan subject to Section 3, and place it in the employees' individual CalPERS retirement accounts.

Section 3.

A. Employees hired prior to January 1, 2013, or employees hired after January 1, 2013 and are determined to be Classic CalPERS members, shall pay 12% ~~the following~~ towards their retirement benefits with CalPERS.

~~Effective July 9, 2021, employees will contribute an additional 1% of compensation earnable for a total contribution of 12%.~~

These contribution amounts are cost-sharing contributions under Government Code Section 20516(f) and shall be reported to CalPERS as employer contributions. The City will continue paying Classic members' 9% statutory contributions as Employer Paid Member Contributions (EPMC), which shall not be reported as special compensation. It is the parties' intent that if the MOU expires with no successor MOU in place, the 12% cost sharing contributions shall continue unless and until the parties agree to revise it as part of a successor MOU.

B. Employees hired after January 1, 2013 and are new to the California Public Employees' Retirement System (CalPERS), have had a six (6) month or more break in service and have not previously worked as a safety employee for the City, or otherwise do not qualify as Classic CalPERS members, are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA) applicable to "new members". The retirement formula for PEPRA members is 2.7% @ 57.

Section 4. In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee, and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE XV - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement

A. Employees who meet the requirements of the plan and who secure at least a passing grade ("C"), shall receive up ~~to one thousand and two hundred dollars (\$1,200)~~ per fiscal year reimbursement for the cost of tuition, mandatory fees and required textbooks to attend accredited colleges taking courses pursuant to the employees' training and education programs.

B. An additional accelerated master degree ("AMD") tuition reimbursement program shall be implemented for PMA members. The AMD tuition reimbursement program shall be limited to the Master of Science Degree in Emergency Services Management, Criminal Justice or Organizational Development at California State University, Long Beach (CSULB), Chapman University, or an equivalent college/university approved in advance of enrollment by the Personnel Office. While an employee may choose to attend either CSULB, Chapman University, or an equivalent college or university approved by the Personnel Office, the City's reimbursable maximum amounts (as noted below) will be based upon the CSULB tuition rates. The City will reimburse participating employees on a "pay as you go basis" 50% of the cost of tuition, books and any materials directly related to the course(s) which are required by the course instructor ("Eligible Costs"). The remaining 50% of costs will be borne by the employee. In no event will the City's reimbursement for Eligible Costs exceed \$2,500 in a twelve month period. The total amount of the City's reimbursements for Eligible Costs shall not exceed \$5,000 per employee.

C. In the event that (1) an employee who has received reimbursement under the AMD tuition reimbursement program terminates their employment, and (2) the employee has received reimbursements under the AMD tuition reimbursement program in an amount greater than what the employee was entitled to receive (on a fiscal year basis) under the City's standard tuition reimbursement plan as described in Section A. above commencing at the time the employee entered the AMD program and ending at the time of separation of employment, the employee will be required to reimburse the City for the difference. For the purpose of calculating any balance that may be due, the City's standard tuition reimbursement plan as described in Section A. above will be allocated on a monthly basis (\$100 per month). By way of example, assuming an employee receives a total of \$4,800 in reimbursement payments from July 1, 2023~~9~~ to June 30 2025~~2~~, and the employee terminates in September of 2026~~3~~, the employee would required to reimburse the City \$900. However, if the employee terminates after July 1, 2027~~4~~, no reimbursement would be due to the City.

Section 2. Education Requirement for Police Lieutenant

A. Employees appointed to the classification of Police Lieutenant who do not possess a Bachelor's degree will be required to obtain a Bachelor's degree from an accredited college or university within two academic years from the date of appointment (e.g. If appointed on July 1, 2020, must obtain a degree by the end of the Fall Quarter/Semester in 2022). Employees must be enrolled in a Bachelor's program within 60 days of appointment and must submit proof of academic progress to the Human Resources Office on a quarterly/semester basis. Merit increases shall be withheld should the employee fail to provide proof of sufficient progress towards attaining their degree during this period. As with any college-level education program, coursework must be completed on personal time and not during work hours.

B. Outside of extenuating circumstances, approved by both the Chief of Police and Personnel Officer, failure to obtain a Bachelor's degree within the specific timeframe will result in demotion to Police Sergeant. The employee's rate of pay will be adjusted to the highest step in the Police Sergeant range should demotion occur.

ARTICLE XVI - SAFETY AND HEALTH

Section 1. The City and the employees of the City agree to comply with all applicable Federal and State laws which relate to health and safety.

ARTICLE XVII - LAYOFF PROCEDURES

Section 1. Policy

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be separated by layoff in the following order: emergency, provisional, temporary, probationary, regular. The order of layoff of regular employees shall be based upon recommendation of the department head. The department head shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given ~~ten~~(10) working days' notice, and written notice of the reasons for such action. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same class of position.

B. An employee may be separated by layoff by the Chief of Police when deemed necessary or convenient as a result of substantial changes in duties or organization, abolition of position, shortages of work funds, or completion of work for which employment was made. Such termination shall not be subject to appeal.

ARTICLE XVIII - REINSTATEMENT

Section 1. Policy.

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in

the same class where such positions are to be refilled during the period of their eligibility on the layoff employment list. Any employees so reinstated shall retain all benefits accrued in prior service with the City. During such layoff, no benefits shall accrue and the anniversary date shall be adjusted, if such layoff times exceeds ~~thirty~~(30) consecutive days.

B. Any regular employee who has resigned from the City's service in good standing may, upon written request and approval of the Chief of Police and the Personnel Officer, be considered for reinstatement to a position in the same or similar class in the classified service within two~~(2)~~ years of such termination. Such reinstatement shall be made without benefit of additional examination and may take precedence over employment lists, but in no way shall it be mandatory for the Chief of Police to reappoint a former employee should he desire not to do so. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City.

ARTICLE XIX - PROMOTION AND DEMOTION

Section 1. Promotion

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established. To be eligible to compete in a promotional examination, an employee must have City experience in a lower classification in the same occupational field performing work that is sufficiently preparatory for the work of the promotional classification. The Personnel Officer shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the Chief of Police, a vacancy in the department could be filled better by an open, competitive examination, then the department head may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be eligible to compete in the open, competitive examination.

C. Promotion shall be accomplished insofar as practicable and consistent with the best interests of the service.

Section 2. Demotion

A. The Chief of Police, with approval of the City Manager and subject to any due process rights of the employee, may demote an employee for any of the following reasons or conditions:

1. An employee whose ability to perform his required duties falls below acceptable standards.
2. For disciplinary reasons set forth in Chapter 11.03 of the Personnel Rules and Regulations of the City of Cypress.
3. When the need for a position which an employee fills no longer exists.

4. When an employee requests such demotion and has the consent of the prospective supervising official.

5. For any other reasonable grounds as approved by the Personnel Officer.

B. No employee shall be demoted to a classification for which he does not possess the minimum qualifications. Written notice shall be given an employee at least ~~ten~~(10) working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

ARTICLE XX - NO STRIKE - NO LOCKOUT

Section 1. Prohibited Conduct

A. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

B. The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in Section A above may be subject to termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 2, "Association Responsibility;" the City may suspend any and all of the rights, privileges, accorded to the Association under the Employee Relations Resolution or in this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access, check off, the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility

A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1(A), "Prohibited Conduct," the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1(A), "Prohibited Conduct," and return to work.

B. If the Association performs all of the responsibilities set forth in Section 1 herein, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 "Prohibited Conduct."

ARTICLE XXI – NO SMOKING POLICY

Section 1. Pursuant to California Government Code § 7596 through 7597, employees shall not smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by

Vehicle Code § 465, owned by the state.

Section 2. Employees shall not smoke or use tobacco products at any time in any City vehicle.

Section 3. Employees shall not smoke or use tobacco products at any time in public view on any City property.

Section 4. Employees hired after July 1, 2000, must refrain from smoking tobacco or using any other tobacco substances at any time on or off duty as a condition of continued employment. Violation of this condition of employment shall be deemed good cause for discipline, up to and including dismissal.

Section 5. Violation of this Article may result in appropriate disciplinary action.

ARTICLE XXII - ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXIII - WAIVER OF BARGAINING DURING TERM OF THIS MEMORANDUM OF UNDERSTANDING

Section 1. Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may; however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Section 2. During the term of this Agreement, the Association agrees to review proposed changes to the City Personnel Rules and Regulations including but not limited to, clean-up of outdated language, clarifying rules regarding employees on extended leaves of absence, updates to the harassment policy and adding a procedure for administrative appeal hearings under the POBOR.

ARTICLE XXIV - CITY RIGHTS

Section 1. The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish service.
- D. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
- E. Methods of financing.
- F. Types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedures.
- M. To determine job classification and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Memorandum of Understanding.
- O. To determine policies, procedures and the standards for selection, training and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE XXV - EMERGENCY WAIVER PROVISION

Section 1. In the event of circumstances beyond the control of the City, such as acts of God,

fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and Regulations.

ARTICLE XXVI - SEPARABILITY

Section 1. Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXVII - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. Except as otherwise stated in this agreement, the term of this Memorandum of Understanding shall commence on July 1, 2023³⁴ and shall continue in full force and effect until June 30, 2027³.

ARTICLE XXIII - RATIFICATION AND EXECUTION

Section 1. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City.

CITY OF CYPRESS

By: _____ Date: _____
Matt Burton, Director of Finance and Administrative Services

By: _____ Date: _____
Regina Nguyen, Human Resources Manager

CYPRESS POLICE MANAGEMENT ASSOCIATION

By: _____ Date: _____
Christopher Revere, Association Member

By: _____ Date: _____
Scott Ausmus, Association Member

By: _____ Date: _____
Dean Pinvidic, Association Member

By: _____ Date: _____
Matthew Timney, Association Member

EXHIBIT "A"

**Cypress Police Management Association
Effective July 7, 2023**

CLASS TITLE	SALARY RANGES (Per Month)
Police Captain	\$14,762 - \$17,721
Police Lieutenant	\$13,359 - \$16,034

**Cypress Police Management Association
Effective July 5, 2024**

CLASS TITLE	SALARY RANGES (Per Month)
Police Captain	\$15,426 - \$18,518
Police Lieutenant	\$13,960 - \$16,756

**Cypress Police Management Association
Effective July 4, 2025**

CLASS TITLE	SALARY RANGES (Per Month)
Police Captain	\$16,120 - \$19,351
Police Lieutenant	\$14,588 - \$17,510

Effective July 3, 2026, a minimum 2% to a maximum 3% based upon the CPI-U for Los Angeles-Long Beach-Anaheim for the 12-month period ending May 2026.



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

12.

FROM: Mark Lauderback, Chief of Police
DATE: 08/28/2023
SUBJECT: Receive an Update on the Police Department Strategic Plan

RECOMMENDATION

Receive an update on the Police Department Strategic Plan.

DISCUSSION

The Police department held a Strategic Planning workshop in April 2022 and identified and established goals and strategies for 2022 - 2025. The plan was presented to the City Council in July 2022 with the following goals:

- Create a Succession Plan
- Enhance Workplace Procedures to Improve Teamwork, Trust, and Transparency
- Enhance the Department Technology Plan
- Improve Internal and External Communication.

The Police Chief will provide an update on the status of the Strategic Plan.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

13.

FROM: Alisha Farnell, City Clerk

DATE: 08/28/2023

SUBJECT: Designate Voting Delegate for the 2023 League of California Cities Annual Conference

RECOMMENDATION

Designate a voting delegate and up to two alternates for the 2023 League of California Cities Annual Conference.

DISCUSSION

The League of California Cities (Cal Cities) will hold its 2023 Annual Conference and Expo on September 20-22 in Sacramento. Cal Cities considers and takes action on resolutions establishing policy at the conference and requests City Councils designate a voting delegate and up to two alternates.

Mayor Mallari and Mayor Pro Tem Minkikus currently serve as the League of California Cities General Assembly delegate and alternate, respectively. However, only Council Members Burke and Marquez are currently registered to attend the 2023 Annual Conference at which voting will occur. It is recommended that the City Council designate a voting delegate and up to two alternates from the Council Members planning to attend the conference.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager
