AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
June 10, 2024
5:00 P.M. - Closed Session/Workshop
6:00 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

5:00 P.M.
Executive Board Room

ROLL CALL

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

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

ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS (Limited to 30 minutes - three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on Closed Session/Workshop 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. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

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 Groups:

- Cypress Employees' Association
- Cypress Maintenance Employees' Association
- Executive Management
- Mid-Management
- Confidential

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Southwest Voter Registration Education Project v. City of Cypress
Case No. 30-2022-01270865-CU-CR-CJC
Orange County Superior Court

RECONVENE
6:00 P.M.
Council Chambers

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

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

INVOCATION King of the Nations Ministries

PLEDGE OF ALLEGIANCE

REPORT OF CLOSED SESSION / WORKSHOP
City Manager/City Attorney

PRESENTATIONS

Recognition of Citizen Academy Graduates

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. Council Members voting no or abstaining on a Consent Calendar item may do so without removing the item from the Consent Calendar.

1. **Approve Minutes - Meetings of April 22, May 7, and May 8, 2024**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Approve as submitted.

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

3. **Adopt the Fiscal Year 2024-25 Appropriations Limit**

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

   Recommendation: Adopt a Resolution establishing the City's Fiscal Year 2024-25 appropriations limit.

4. **Adopt the Cypress Recreation and Park District's Fiscal Year 2024-25 Appropriations Limit**

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

   Recommendation: Adopt a Resolution establishing the Cypress Recreation and Park District's Fiscal Year 2024-25 appropriations limit.

5. **Adopt Annual Statement of Investment Policy**

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

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

6. Receive and File the FY 2024-25 Master Fee Schedule

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

Recommendation: Receive and file the updated FY 2024-25 Master Fee Schedule which incorporates annual cost-of-living adjustments for City and Park District user fees.

7. Adopt a Resolution Approving a Three-Year Memorandum of Understanding with the Cypress Maintenance Employees' Association

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

Recommendation: Adopt a Resolution approving a Memorandum of Understanding with the Cypress Maintenance Employees' Association from July 1, 2024 through June 30, 2027.

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

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

Recommendation:

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

2. Adopt a Resolution establishing salary ranges and authorizing a $2,000 one-time payment for Mid-Management positions.

9. Adopt a Resolution Establishing Salary and Benefits for Confidential Positions.

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

Recommendation: Adopt a Resolution amending Resolution No. 6940 establishing salary and benefits for non-represented Confidential positions.

10. Approve a Design Contract for Myra Avenue Pump Station No. 1, Project 300

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve an agreement with AKM Consulting Engineers, for $1,436,897, and authorize a contingency of $215,000; and

2. Appropriate $206,075 in the Capital Projects Fund for the Design of Myra Avenue Pump Station No. 1, Project 300; and

3. Transfer $206,075 from the Infrastructure Reserve Fund to the Capital Projects Fund.

11. Approve Senate Bill 1 Road Maintenance and Rehabilitation Account Funding and Project List

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Adopt a Resolution approving the FY 2024-25 Senate Bill 1 Road Maintenance and Rehabilitation Account funding and project list.

12. Accept Emergency Sewer Line Repairs at Christopher Street and Myra Avenue

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept Emergency Sewer Line Repairs at Christopher Street and Myra Avenue, in the amount of $86,831.32; and

2. Approve an $86,832 appropriation increase in the Sewer Fund for the emergency repairs.

13. Approve an Agreement for Police Department Shooting Range Cleaning

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve an agreement with HCI Environmental & Engineering Service for Police Department range cleaning in the amount of $33,090.

2. Approve an $18,390 appropriation increase in the Central Services fund.

14. Approve an Agreement for Recreation and Community Services Printing Services

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

Recommendation: Approve a three-year agreement for printing services with Advantage Mailing, LLC for an amount not to exceed $108,270.

15. Approve an Amendment to the Senior Transportation Agreement with California Yellow Cab

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

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

NEW BUSINESS

16. Adopt the City of Cypress and the Cypress Recreation and Park District Fiscal Year 2024-25 Budgets

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

Recommendation:

1. Adopt a Resolution approving the City Fiscal Year 2024-25 Budget; and

2. Adopt a Resolution approving the Recreation and Park District Budget Fiscal Year 2024-25.

17. Adopt the Seven-Year Capital Improvement Program FY 2024-25 to FY 2030-31

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Determine the Seven-Year CIP FY 2024-25 to FY 2030-31 is consistent with the General Plan; and

2. Confirm various projects are exempt from California Environmental Quality Act Exemptions requirements; and

3. Adopt a Resolution approving the Seven-Year CIP FY 2024-25 to FY 2030-31; and

4. Adopt a Resolution updating annual Public Works contract award thresholds as required by Municipal Code Section 21A-19.

ITEMS REMOVED FROM CONSENT CALENDAR

ITEMS FROM CITY COUNCIL MEMBERS

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, June 24, 2024, beginning at 5:30 p.m. in the Executive Board Room.

Council Members and the public should promptly exit the Council Chambers and proceed through the Civic Center to the parking lot.

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 5th day of June, 2024.

_____

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/3597141790423414617**. 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 meeting record.

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 (914) 614-3221 and entering Access Code 474-879-265. 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 invocational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invocational speakers. The City Council's policy on invocations is available from the City Clerk.

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: 06/10/2024

SUBJECT: **Approve Minutes - Meetings of April 22, May 7, and May 8, 2024**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

April 22, 2024 Regular Meeting Minutes
May 7, 2024 Special Meeting Minutes
May 8, 2024 Special Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
APRIL 22, 2024
6:00 P.M. – General Session

A regular meeting of the Cypress City Council was called to order at 6:01 p.m. by Mayor Minikus 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 Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari – left at 8:15 p.m.
Council Member Frances Marquez

STAFF PRESENT

City Manager Peter Grant
Assistant City Attorney Yecenia Vargas
Director of Finance and Administrative Services Matt Burton
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
Planning Director Alicia Velasco
Chief of Police Mark Lauderback
City Engineer Nick Mangkalakiri
Senior Management Analyst Kirsten Graham
Senior Management Analyst Jason Machado
Office Assistant Christina Dizol

INVOCATION Pastor Kyle Blake, Bethany Lutheran Church, led the Invocation.

PLEDGE OF ALLEGIANCE Chief of Police led the Pledge of Allegiance.

PRESENTATIONS

The City Council recognized Cypress resident and U.S Navy Veteran Leroy Mills.

The City Council presented a proclamation to West Cities Police Communications staff proclaiming April 14-20 as “National Public Safety Telecommunicators Week.

The City Council and OCFA presented Certificates of Recognition to 4 individuals for their life saving actions.

The City Council recognized the retirement of Police Service Dog Kubo.

The City Council presented Business Environmental Awards to Shaw Industries, Trader Joe's, CJ Deli's and Wingstop.

ORAL COMMUNICATIONS ON AGENDA ITEMS

Paul Kokkinos, Cypress, spoke regarding Agenda Item No. 7.

Leo Medrano, Cypress, spoke regarding Agenda Items No. 11 and 12.

Helen Le, Cypress, spoke regarding Agneda Item No. 7.

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 Minikus stated that Agenda Item No. 10, the Warrant Register, includes electronic fund transfer No. 14814 for $308.53 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 Warrants Register, he would not be voting on electronic fund transfers No. 14814 for the reason disclosed.

Council Member Marquez requested to pull Agenda Items No. 3 and 7.

A motion was made by Mayor Pro Tem Peat, and seconded by Council Member Mallari, to approve Consent Calendar No. 1 through 2, 4 through 6, and 8 through 10.

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

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

Item No. 1: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 2: Approve Retirement and Sale of Police Service Dog Kubo

Recommendation:

1. Approve the retirement of Police Service Dog Kubo; and

2. Approve the sale of Police Service Dog Kubo to Police Officer Brook Marshall for $1.

Item No. 4: Accept the Senior Center Interior Improvements, Project 290

Recommendation:

1. Accept the Senior Center Interior Improvements, Project 290, in the amount of $1,018,193.93 and approve the final payment of $50,909.70 to Genesis Builders, Inc.; and

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

Item No. 5: Accept the City Hall Public Restroom Improvements, Project 324

Recommendation:

1. Accept the City Hall Public Restroom Improvements, Project 324, in the amount of $173,001 and approve the final payment of $8,650.05 to Corral Construction & Development Inc.; and

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

Item No. 6: Award Contract for Traffic Camera Upgrades, Project 373

Recommendation: Award a contract for traffic camera upgrades to Yunex Traffic for $69,750 and authorize a contingency of $10,400.

Item No. 8: Proclaim the Week of April 14-20, 2024 as National Public Safety Telecommunicators Week

Recommendation: Proclaim the week of April 14-20, 2024 as National Public Safety Telecommunicators week.

Item No. 9: Receive and File the Investment Report for the Month Ended March 31, 2024

Recommendation: Receive and file the attached investment report.

Item No. 10: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of March 9, 2024 through April 5, 2024

Recommendation: Receive and file the attached payment register summarized below for the period of March 9, 2024 through April 5, 2024

- Electronic Funds Transfers 14779 through 14842
- Warrants 64698 through 64920
- Payroll Transfers W1525 through W1526

NEW BUSINESS

Item No. 11: Approve Pandemic Recovery Plan Business Recovery and Support Program Phase II

The Planning Director provided a report on this item.

City Council asked questions of staff.

It was moved by Council Member Mallari, and seconded by Council Member Marquez, to approve the Pandemic Recovery Plan Business Recovery and Support Program Phase II; and appropriate $505,000 of assigned fund balance set-aside in the General Fund to provide business recovery and support under the City's Pandemic Recovery Plan; and adopt a Resolution approving the donation of General Funds to eligible businesses; and authorize the City Manager to administer the programs, including determining eligibility, approving applications, and dispersing funds.

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

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

RESOLUTION NO. 6958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION OF FUNDS TO ASSIST ELIGIBLE CITY OF CYPRESS BUSINESSES AND APPROVING THE DONATIONS THERETO

Item No. 12: Adopt the Strategic Plan and Six Month Objectives

The City Manager provided a report on this item.

Council Member Mallari commented on the item.

It was moved by Council Member Mallari, and seconded by Mayor Pro Tem Peat, to adopt the Strategic Plan and six month objectives.

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

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

Item No. 13: Consider A Resolution Affirming the City Council's Commitment to Effective Governance

The City Manager provided a report on this item.

City Council discussion ensued.

It was moved by Mayor Pro Tem Peat, and seconded by Council Member Mallari, to continue the item to a future meeting.

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

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

ITEMS REMOVED FROM CONSENT CALENDAR

Item No. 3: Approve a Task Order for the Preparation of an Environmental Impact Report for a Warehouse Development at 5665 Plaza Drive

Council Member Marquez commented on this item.

The City Council asked questions of staff.

City Council discussion ensued.

A motion was made by Council Member Mallari, and seconded by Council Member Burke, to approve a $64,900 task order with LSA for the preparation of an Environmental Impact Report.

The motion was carried by the following roll call vote:

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

Item No. 7: Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment

Council Member Marquez commented on this item.

The City Council asked questions of staff.

A motion was made by Mayor Pro Tem Peat, and seconded by Council Member Mallari, to receive the annual solid waste franchise Consumer Price Index rate adjustment.

The motion was carried by the following roll call vote:

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

ORAL COMMUNICATIONS

Bob Youngsma, Cypress, spoke regarding questions during the March 25 Council meeting about conflicts of interest.

Susan Stanley, Cypress, spoke regarding commission recruitment.

Marilyn Reames, Cypress, spoke regarding commission recruitment.

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

Council Member Mallari:

No Report.

Council Member Burke:

Attended the PACE Graduation ceremony at Saint Irenaeus. Attended Every Student Succeeding Breakfast event. Announced the opening of the Library of Things at the Cypress Library and encouraged others to attend.

Council Member Marquez:

Attended the Spring Egg Hunt. Met with the New Field Deputy, Christopher Kent for Senator Josh Newman's office. Attended the Police badge pinning ceremony for Sergeant Brock Paul. Attended La Palma Community Conversation event. Attended the Orange County Hispanic Chamber of Commerce dinner. Attended the Garden Grove State of the City event. Attended the PACE Graduation ceremony at King elementary. Attended Kennedy High School scholarship dinner. Congratulated Council Member Mallari for her work with the Special Olympics Harmony Games event. Will be attending the Friends of Cypress Cultural Art Scholarship program and PACE Graduations at Grace Christian, Arnold Elementary and Morris Elementary. Will be attending the Senior Center Volunteer Recognition event.

Mayor Pro Tem Peat:

Attended the Commissioner Appreciation event. Attended the Orange County Council of Governments Conference. Participated in Eagle Scout interviews. Attended Police

Sergeant Brock Paul's badge pinning ceremony. Attended Citizen Academy kickoff class. Attended Garden Grove State of City. Received a tour of the Senior Center. Attended Every Student Succeeding Breakfast. Attended OC Vector Control Board meeting. Attended the PACE Graduation ceremony at King Elementary. Attended the Cypress Art League award ceremony. Attended District Attorney Todd Spitzer's Crime Victim Ceremony. Spoke regarding Agenda Item No. 13.

Mayor Minikus:

Filmed three segments of Minute with the Mayor. Attended the Spring Egg Hunt. Attended OC Sanitation District Operations Committee meeting. Attended Commissioner Appreciation event. Attended Congresswoman Michelle Steele's Mayor Round Table event. Attended the OC Sanitation District Board of Directors meeting. Attended badge pinning ceremony for Police Sergeant Brock Paul. Attended Garden Grove State of the City. Attended the Regional Military Affairs Committee meeting. Attended the Citizens Academy kickoff class. Will be coaching/attending Champions Baseball league.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

None.

CITY MANAGER REMARKS

Announced Police Department Open House will take place on May 18, 2024. Thanked Christina Dizol and Jason Machado for filling in for the City Clerk and wished her well.

ADJOURNMENT

Mayor Minikus adjourned the Regular Meeting at 8:32 p.m. to an adjourned Regular Meeting, to be held on Monday, May 13, 2024, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

SPECIAL MEETING
CYPRESS CITY COUNCIL
MAY 7, 2024
4:00 P.M.

A special meeting of the Cypress City Council was called to order at 4:00 p.m. by Mayor Minikus 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 Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari – arrived at 5:29 p.m.
Council Member Frances Marquez

STAFF PRESENT

Office Assistant Christina Dizol
Executive Assistant Sara Salazar

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

None.

DISCUSSION ITEM

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

- Recreation and Community Services Commission – Two Appointments
- Senior Citizens Commission – Two Appointments
- Traffic Commission – One Appointments

Mayor Minikus recessed the meeting at 4:47 p.m.

Mayor Minikus reconvened the meeting at 4:52 p.m.

The City Council resumed applicant interviews.

No action was taken.

ADJOURNMENT

Mayor Minikus adjourned the meeting at 5:45 p.m. to an adjourned Special Meeting, to be held on Wednesday, May 8, 2024, beginning at 4:00 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

SPECIAL MEETING
CYPRESS CITY COUNCIL
MAY 8, 2024
4:00 P.M.

A special meeting of the Cypress City Council was called to order at 4:01 p.m. by Mayor Minikus 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 Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez

STAFF PRESENT

Office Assistant Christina Dizol

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

None.

DISCUSSION ITEM

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

- Recreation and Community Services Commission – Two Appointments
- Senior Citizens Commission – Two Appointments
- Traffic Commission – One Appointments

Mayor Minikus recessed the meeting at 4:35 p.m.

Mayor Minikus reconvened the meeting at 4:41 p.m.

The City Council resumed applicant interviews.

No action was taken.

ADJOURNMENT

Mayor Minikus adjourned the meeting at 5:45 p.m. to an adjourned Regular Meeting, to be held on Monday, May 13, 2024, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **3.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

SUBJECT: **Adopt the Fiscal Year 2024-25 Appropriations Limit**

RECOMMENDATION

Adopt a Resolution establishing the City's Fiscal Year 2024-25 appropriations limit.

SUMMARY

In 1979, Proposition 4, known as the Gann Initiative, added Article XIIIB to the State Constitution. The Gann Initiative, combined with modifications made in 1990 by Proposition 111, limits the annual growth of tax-funded government spending to changes in population and inflation. The City's appropriations limit, also known as the "Gann limit", is required to be adopted annually by the City Council.

DISCUSSION

The appropriations limit applies only to revenues derived from certain taxes, such as property taxes, sales taxes, etc., and is based on actual FY 1986-87 appropriations adjusted each year for inflation and population growth. The inflation factor is either the percentage change in California’s Per Capita Income or the growth in the City’s assessed value due to the addition of non-residential new construction. The population factor is the growth in either the City’s or the County’s population, whichever is greater.

The FY 2024-25 appropriations limit was calculated in accordance with these guidelines utilizing the factors provided by the State Department of Finance. For the inflation factor, the growth in per capita personal income was greater than the growth in assessed valuation from non-residential new construction (3.62%, compared to 1.36%), therefore, the growth in personal income was used. This year, the County's population grew at a slightly higher rate than the City (0.31% compared to 0.11% for the City), therefore, the Countys factor was used in the calculation.

The limit is calculated as shown below.

FY 2023-24 Appropriations Limit	Change in Per Capita Income	Percent increase in County population	FY 2024-25 Appropriations Limit

Appropriations Limit	(3.62%)	(0.31%)	Appropriations Limit
$101,128,979	x 1.0362	x 1.0031	$105,114,697

For FY 2024-25, the City's appropriations limit will be $105,114,697. The FY 2024-25 proposed budget for City funds, scheduled for adoption on June 10, includes $35.7 million of tax proceeds. Therefore, the City will remain well below the statutory limit for the upcoming fiscal year.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS
ESTABLISHING THE CITY'S APPROPRIATIONS LIMIT
FOR THE 2024-25 FISCAL YEAR.

WHEREAS, Article XIIIB of the California State Constitution establishes and defines annual appropriations limits of local government; and

WHEREAS, appropriations subject to such limits may not exceed such limits; and

WHEREAS, documentation used in the determination of the appropriations limit for Fiscal Year 2024-25 has been available to the public in the Finance and Administrative Services Department for fifteen days as required by Government Code Section 7910; and

WHEREAS, Government Code Section 7910 also requires that each year the governing body shall, by resolution, establish its appropriations limit.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cypress, hereby establishes the FY 2024-25 appropriations limit as follows:

FY 2024-25 Appropriations Limit	$105,114,697
FY 2024-25 Population Option Used	County of Orange Growth (0.31%)
FY 2024-25 Cost of Living Option Used	California Per Capita Income (3.62%)

PASSED AND ADOPTED by the City Council of the City of Cypress, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

SUBJECT: **Adopt the Cypress Recreation and Park District's Fiscal Year 2024-25 Appropriations Limit**

RECOMMENDATION

Adopt a Resolution establishing the Cypress Recreation and Park District's Fiscal Year 2024-25 appropriations limit.

SUMMARY

In 1979, Proposition 4, known as the Gann Initiative, added Article XIIIB to the State Constitution. The Gann Initiative, combined with modifications made in 1990 by Proposition 111, limits the annual growth of tax-funded government spending to changes in population and inflation. The Cypress Recreation and Park District's appropriations limit, also known as the "Gann limit", is required to be adopted annually by the City Council, acting as the ex-officio Board of Directors of the District.

DISCUSSION

The appropriations limit applies to revenues derived from taxes, which for the District only includes property taxes, and is based on actual FY 1986-87 appropriations adjusted each year for inflation and population growth. The inflation factor is either the percentage change in California’s Per Capita Income or the growth in the District's assessed valuation due to the addition of non-residential new construction. The population factor is the growth in either the District's or the County’s population, whichever is greater.

The FY 2024-25 appropriations limit was calculated in accordance with these guidelines utilizing the factors provided by the State Department of Finance. For the inflation factor, the growth in per capita personal income was greater than the growth in assessed valuation due to non-residential new construction (3.62% compared to 1.36%), therefore, the growth in per capita personal income was used. This year, the County's population grew at a slightly higher rate than the District (0.31% compared to 0.11% for the District), therefore, the County's factor was used in the calculation.

The limit is calculated as shown below.

FY 2023-24 Appropriations Limit	Change in Per Capital Personal Income (3.62%)	Percent increase in County population (0.31%)	FY 2024-25 Appropriations Limit
$11,252,215	x 1.0362	x 1.0031	$11,695,690

For FY 2024-25, the District's appropriations limit will be $11,695,690. The District's FY 2024-25 proposed budget, scheduled for adoption on June 10, includes $7.9 million of tax proceeds. Therefore, the District will remain well below the statutory limit for the upcoming fiscal year.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, A SUBSIDIARY DISTRICT OF THE CITY OF CYPRESS ESTABLISHING THE CYPRESS RECREATION AND PARK DISTRICT'S APPROPRIATIONS LIMIT FOR THE 2024-25 FISCAL YEAR.

WHEREAS, Article XIIIB of the State Constitution establishes and defines annual appropriations limits of local government; and

WHEREAS, appropriations subject to such limits may not exceed such limits; and

WHEREAS, documentation used in the determination of the appropriations limit for Fiscal Year 2024-25 has been available to the public in the Finance and Administrative Services Department for fifteen days as required by Government Code Section 7910; and

WHEREAS, Government Code Section 7910 also requires that each year the governing body shall, by resolution, establish its appropriations limit.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cypress, acting as the ex officio governing Board of Directors of the Cypress Recreation and Park District, hereby establishes the FY 2024-25 appropriations limit for the Cypress Recreation and Park District as follows:

FY 2024-25 Appropriations Limit	$11,695,690
FY 2024-25 Population Option Used	County of Orange Growth (0.31%)
FY 2024-25 Cost of Living Option Used	California Per Capita Income (3.62%)

PASSED AND ADOPTED by the City Council of the City of Cypress, ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

SUBJECT: **Adopt Annual Statement of Investment Policy**

RECOMMENDATION

Adopt a Resolution approving the Annual Statement of Investment Policy.

DISCUSSION

The City Council's investment philosophy is designed to ensure funds are always safe and available when needed. The Annual Statement of Investment Policy (policy) clearly states the policies and procedures for the prudent investment of the City's cash. It outlines investment-related activities which represent an effective cash management and short-term investment plan.

The existing policy continues to be consistent with the City's investment objectives. As a result, there are no substantive changes to the attached investment policy. The only modification is the removal of the Successor Agency to the dissolved Cypress Redevelopment Agency from the scope of funds to which the policy applies. The Successor Agency was dissolved in early 2023 and no longer has any cash balances to consider for investment.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

FY 2024-25 Statement of Investment Policy

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS THE EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY

WHEREAS, Section 53646 of the Government Code of the State of California establishes and requires the City Treasurer to annually render to the City Council at a public meeting a Statement of Investment Policy; and

WHEREAS, the City Treasurer has heretofore prepared and submitted to the City Council a proposed Statement of Investment Policy, pursuant to law;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cypress, and acting as the ex officio governing Board of Directors of the Cypress Recreation and Park District, hereby adopts the Annual Statement of Investment Policy.

PASSED AND ADOPTED by the City Council of the City of Cypress, ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____

CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

STATEMENT OF INVESTMENT POLICY

FISCAL YEAR 2024-25



CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

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CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

PURPOSE

This purpose of this policy is to provide guidelines for the prudent investment of unexpended funds to maximize security while meeting daily cash flow demands and providing a market rate of return. The investment practices and policies are based on compliance with State law and prudent money management principles.

SCOPE

This Statement of Investment Policy (Policy) covers all funds under the City's control including the Cypress Recreation and Park District collectively referred to herein as the City's investment portfolio, or portfolio.

This Policy also applies to any bond proceeds. If a bond's trust agreement is more restrictive than this Policy, then the trust agreement supersedes this Policy. The City may delegate its investment responsibility to the fiscal agent to ensure compliance with the bond covenants when managing bond proceeds. Borrowing money solely for the purpose of investing and earning arbitrage is specifically prohibited.

The Public Agencies Post-Employment Benefits Trust (PARS Trust) is managed under separate investment goals, objectives, and management policies, and as such is specifically excluded from this policy. Additional information can be found in the Investment Guidelines Document for the PARS Trust.

PRUDENCE

The City strives to maintain the level of investment of all idle funds as near 100% as possible. All temporarily pooled idle cash is invested under the Prudent Investor Standard, as set forth in California Government Code Section 53600.3:

"…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments

may be acquired as authorized by law."

OBJECTIVE

The primary objectives, in priority order, of the City's investment activities shall be:

a. Safety - The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City will undertake investments in a manner that seeks to ensure the preservation of capital in the overall portfolio.

b. Liquidity - This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or interest. The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity to meet all operating requirements as well as unanticipated needs for funds.

c. Return on Investments (Yield) – Yield is the income returned on investments. The Portfolio will be designed with the objective to attain a market rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and cash flow requirements.

DELEGATION OF AUTHORITY

The City Council, pursuant to California Government Code Section 53601, has primary responsibility for the investment of surplus monies. As authorized under Section 53607, the City Council hereby delegates its authority to invest surplus City funds to the City Treasurer and the Finance Manager. This delegation of authority shall be in effect for one fiscal year. The City Council may renew the authority annually and may revoke the authority at any time.

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Officials, staff members and investment consultants shall disclose to the City Manager any material financial interests with a financial institution, provider, dealer or broker that conducts business with the City. Officials, staff members and investment consultants will further disclose any personal financial position that could be related to the City's cash and investment portfolio.

Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with and agree to abide by any Federal and State laws or regulations pertaining to contractual conflicts of interest or contributions by such firms, their employees, spouses or agents. Any persons, firms, dealers, brokers and advisors providing investment services or bond issue assistance shall disclose to the City Treasurer and Finance Manager all fee sharing and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issuing bonds.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the City. The City of Cypress shall transact business only with banks, savings and loans, and "primary" or "regional" registered investment securities broker/dealers with offices located in the State of California. The firms, and individuals covering the agency, should be knowledgeable and experienced in public agency investing and the investment products involved. Any broker/dealer or financial institution wishing to provide services must provide the following to the City Treasurer:

- A completed City of Cypress Broker/Dealer Questionnaire
- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Trading resolution
- Proof of state registration

AUTHORIZED AND SUITABLE INVESTMENTS

The City is authorized by California Government Code Section 53600 et seq. to invest in specific types of securities. This Statement of Investment Policy further limits the authorized investments to the following:

a) U.S. Treasury Securities

United States Treasury bills, notes, bonds, or certificates of indebtedness, for which the full faith and credit of the United States are pledged for the payment of principal and interest. There is no limit on the percentage of the portfolio that can be invested in this category.

b) U.S. Government Agency Securities

Bonds or obligations issued by federal government agencies or government-sponsored enterprises. There is no limit on the percentage of the portfolio that can be invested in this category. Examples include:

- Federal Home Loan Mortgage Corporation (FHLMC)
- Federal National Mortgage Association (FNMA)
- Federal Farm Credit Bank (FFCB)

- Federal Home Loan Bank Notes and Bonds (FHLB)
- Federal Agricultural Mortgage Corporation (FAMC)
- Government National Mortgage Association (GNMA)

c) Certificates of Deposit (CD)
A time deposit with a specific maturity evidenced by a Certificate. Purchases of CDs shall not exceed 25% of the portfolio at the time of purchase, nor one year maturity.

d) Bankers' Acceptances
Also known as bills of exchange or time drafts, Bankers' Acceptances are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days maturity. Issuing banks must be rated by at least two of the Nationally Recognized Statistical Rating Organizations (NRSROs) and have a short-term rating of at least A1/P1 and a long-term rating, if any, of not less than "A". Bankers' Acceptances shall not exceed 25% of the portfolio at the time of purchase.

e) Commercial Paper
Short-term, unsecured promissory notes issued by both financial and non-financial corporations. Eligible commercial paper shall be of "prime" quality of the highest ranking or of the highest letter and number rating as provided by an NRSRO, shall not exceed 270 days maturity, and shall not exceed 25% of the portfolio at the time of purchase. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

f) Negotiable Certificates of Deposit
Negotiable Certificates of Deposit issued by a nationally or state-chartered bank, a savings association, or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Issuing institutions must be rated by at least two of the NRSROs and have a short-term rating of at least A1/P1 and a long-term rating, if any, of not less than "A". Negotiable CDs shall not exceed 25% of the portfolio at the time of purchase.

g) Medium-term Corporate Notes
Unsecured promissory notes issued by corporations organized and operating in the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by an NRSRO. Medium-term Corporate Notes shall not exceed 25% of the portfolio at the time of purchase. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

h) Local Agency Investment Fund (LAIF)

LAIF is a voluntary investment program administered by the California State Treasurer and overseen by the Local Investment Advisory Board. It allows local agencies to invest in a major portfolio while maintaining highly liquid investments. The City may invest in LAIF up to the maximum permitted by State law.

i) Investment Trust of California (CalTRUST)

CalTRUST is a Joint Powers Authority created by local public agencies to deposit funds for investment. CalTRUST is governed by a Board of Trustees made up of experienced local agency treasurers and investment officers. There is no minimum investment, nor is there a maximum investment imposed by CalTRUST, however, the City has established a maximum of $50 million.

j) Money Market Mutual Funds

Shares of money market mutual funds as described in Government Code Section 53601(l). The total investment in money market mutual funds shall not exceed 20% of the portfolio at the time of purchase. No more than 10% of the portfolio may be invested in any one mutual fund.

k) Municipal Bonds

Bonds issued by local agencies of the United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated “A” or better by an NRSRO. No more than 5% of the portfolio may be invested in any one municipal issuer. In addition, the aggregate investment in municipal bonds may not exceed 25% of the portfolio at the time of purchase.

REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 8 – Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8 subsequent to the date of purchase, the Treasurer shall at least quarterly review the portfolio to identify any securities no longer in compliance. The Treasurer shall report to the City Council any major and critical incidences of noncompliance identified through the portfolio review.

If the credit rating of a security in the portfolio is downgraded, the City Treasurer and Finance Manager will monitor the credit risk and evaluate the need to sell the security prior to maturity. When selling securities prior to maturity, losses are only acceptable if (1) the proposed swap/trade can clearly enhance yield (value) over the life of the new security on a total return basis, or (2) to prevent the further loss of principal. Sufficient written documentation to facilitate the audit of the transaction must be maintained. Under Section 53601.6 of the California Government Code, the City may hold prohibited investments until their maturity to avoid incurring a loss. This allows the City to "grandfather" in securities purchased prior to a downgrade or the effective date of new legislation.

INVESTMENT POOLS/MUTUAL FUNDS

The Treasurer shall be required to research all investment pools and mutual funds prior to investing in them, and to stay abreast of any changes while the funds are invested in the pool/fund. The analysis should include an understanding of the pool/fund's eligible securities, maximum maturities, interest calculation and distribution, size, withdrawal and deposit limits, and expense ratio.

COLLATERALIZATION

Surplus funds must be deposited in state or national banks, state or federal savings associations or federal credit unions within the State of California. All demand and time deposits shall be collateralized with securities authorized by California Government Code Section 53651 et seq. The bank or savings and loan must secure public funds deposits with eligible securities having a market value of 110% of the total amount of the deposits or first trust deeds having a value of 150% of the total amount of the deposits. The Treasurer may waive security for that portion of a deposit, which is insured pursuant to Federal law. The first $250,000 of a deposit is federally insured. Deposits over $250,000 are collateralized as indicated above.

SAFEKEEPING AND CUSTODY

All security transactions shall be conducted on a delivery-versus-payment (DVP) method. All securities shall be registered in the name of the City of Cypress and held by a third-party custodian designated by the City Treasurer.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

MAXIMUM MATURITIES AND SETTLEMENT PERIODS

In accordance with California Government Code, the City will not invest in any security maturing more than 5 years from the settlement date. Investment purchases must settle within 45 days of the commitment to purchase the investment. If the City Treasurer desires to invest in longer-term securities, the Government Code allows such an investment if it is expressly approved by the City Council at least three months prior to the purchase.

INTERNAL CONTROLS

A system of internal control shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from irregularities, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include: control of collusion, separation of duties, custodial safekeeping, clear delegation of authority, written confirmation of transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and code of ethics standards.

REPORTING

Under provisions of Section 53607 of the California Government Code, the City Treasurer shall submit a monthly investment report to the City Council. This report will list the type of investment, institution, date of maturity, amount of deposit, rate of interest, current market value of securities with maturities in excess of 12 months, source of market valuations, and statement of compliance. A schedule of market values maturing by date and type, and such other data as required by the City Council will also be provided.

INVESTMENT POLICY ADOPTION

The City Treasurer and Finance Manager shall be responsible for reviewing and modifying this Statement of Investment Policy annually for City Council approval to ensure its consistency with the overall objectives of safety, preservation of principal, and liquidity, and its relevance to current law and current financial and economic conditions.

INDEMNIFICATION

Any authorized investment personnel acting with prudence and in accordance with the City Statement of Investment Policy, will not be held personally liable for any investment losses. Through surety bonds the City is indemnified against any investment personnel acting with malfeasance, misfeasance or nonfeasance.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25



City Treasurer

May 28, 2024
Date

Attachments: Investment Guidelines and Strategy
Investment Procedures-Internal Control Guidelines
Segregation of Responsibilities of the Treasury Functions
Glossary of Investment Terminology

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

INVESTMENT GUIDELINES AND STRATEGY

I. GUIDELINES:

Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.

1. Investment Transaction: Every investment transaction must be authorized and reviewed by the City Treasurer and Finance Manager.

2. Pooled Cash: Whenever practical, cash is consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated quarterly to each fund according to fund actual month-end cash balances.

3. Competitive Bids: Purchases and sales of securities are made on the basis of competitive offers and bids when practical.

4. Cash Forecasting: The cash flow for the City is projected with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.

5. Investment Limitations: Security purchases and holdings are maintained within statutory limits imposed by the California Government Code. The City's current limits are listed on the following page.

6. Liquidity: The marketability (salability) of a security is considered at the time of purchase, as the security may have to be sold at a later date to meet unanticipated cash demands.

7. Diversification: The portfolio should consist of various types of securities, issuers, and maturities.

8. Evaluate Certificates of Deposit:

   a) Certificates of Deposit shall be evaluated in terms of Federal Deposit Insurance Corporation (FDIC) coverage. The City does not purchase Certificates of Deposit in excess of the FDIC coverage amount.

   b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized promissory notes.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

INVESTMENT GUIDELINES AND STRATEGY

	CITY POLICY		GOVERNMENT CODE	
PERMITTED INVESTMENTS	Portfolio Limit	Maximum Maturity	Portfolio Limit	Maximum Maturity
U.S. Treasury Securities	No limit	5 years	No limit	5 years
U.S. Agency Securities	No limit	5 years	No limit	5 years
Certificates of Deposit (CD)	25%	1 year	No limit	5 years
Bankers' Acceptances [1]	25%	180 days	40%	180 days
Commercial Paper [2]	25%	270 days	25% - 40%	270 days
Negotiable CDs [1]	25%	5 years	30%	5 years
Medium-term Corporate Notes [2]	25%	5 years	30%	5 years
LAIF	No limit [3]	n/a	No limit [3]	n/a
CalTRUST	$50 million	n/a	No limit	n/a
Money Market Mutual Funds	20%	n/a	20%	n/a
Municipal Bonds [4]	25%	5 years	No limit	5 years

[1] Individual issuer limit of 10%

[2] Individual issuer limit of 10% for Commercial Paper and Medium-term Corporate Notes combined

[3] Limit set by LAIF Governing Board is $75 million per individual account. The City maintains two LAIF accounts (City and the Recreation and Park District).

[4] Individual issuer limit of 5%

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

INVESTMENT GUIDELINES AND STRATEGY

II. STRATEGY:

Strategy refers to the ability to manage financial resources in the most advantageous manner.

1. Economic Forecasts: Economic forecasts are obtained periodically from economists and financial experts to assist with the formulation of an investment strategy for the local agency.

2. Implementing Investment Strategy: Investment transactions are executed which conform with anticipated interest rate trends and the current investment strategy plan.

3. Preserve Portfolio Value: The City generally holds investments until maturity to avoid short-term market fluctuations..

III. AUDIT:

Annually, the City's external auditors test the City's portfolio for conformance to this policy in relation to the financial statement audit.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25
INVESTMENT PROCEDURES
INTERNAL CONTROL GUIDELINES

I. OBJECTIVES OF INTERNAL CONTROL:

Internal control is the plan of organization and all the related systems established by management's objective of ensuring, as far as practicable:

- The orderly and efficient conduct of its business, including adherence to management policies.
- The safeguarding of assets.
- The prevention or timely detection of errors and irregularities.
- The accuracy and completeness of the accounting records.
- The timely preparation of reliable financial information.

II. LIMITATIONS OF INTERNAL CONTROL:

No internal control system, however elaborate, can by itself guarantee the achievement of management's objectives. Internal control can provide only reasonable assurance that the objectives are met, because of its inherent limitations, including:

- Management's typical and practical requirement that a control be cost-effective.
- The focus of most controls on recurring, rather than unusual, types of transactions.
- Human error due to misunderstanding, carelessness, fatigue or distraction of functions.
- The potential for a person responsible for exercising control abusing that responsibility.
- Frequently, a member of management may be in a position to override controls which management has set up.
- Collusion, where two or more employees conspire to circumvent controls.

III. ELEMENTS OF INTERNAL CONTROL:

Elements of a system of internal control are the means by which an organization can satisfy the objectives of internal control. These elements are:

- ORGANIZATION: Specific responsibility for the performance of duties should be assigned and lines of authority and reporting clearly identified and understood.

- PERSONNEL: Personnel should have capabilities commensurate with their responsibilities. Personnel selection and training policies, together with the quality and quantity of supervision, are essential.

- SEGREGATION OF FUNCTIONS: Segregation of incompatible functions reduces the risk that a person is in a position both to perpetrate and conceal errors or irregularities in the normal course of duty. If different people handle two parts of a transaction, collusion is necessary to conceal errors or irregularities. In particular, the functions that should be considered when evaluating segregation of functions are authorization, execution, recording, custody of assets, and performing reconciliations.

- AUTHORIZATION: An appropriate responsible individual should authorize all transactions. The responsibilities and limits of authorization should be clearly delineated. The authorization for a specific transaction or the granting of authority for transactions should be to a position commensurate with the significance of the transactions. Delegation of authority to authorize transactions should be handled carefully.

- CONTROLS OVER ACCOUNTING SYSTEM: Controls over an accounting system include manual and automated procedures carried out independently to ascertain that transactions are complete, valid, authorized and properly recorded.

IV. CASH CONTROLS:

1. Cash control procedures include the following:
    a. Receipts are reconciled on a daily basis.
    b. Amounts are deposited intact.
    c. All bank accounts are duly authorized.
    d. Bank reconciliations are prepared and reviewed.
    e. The posting of cash receipt entries in books is timely.
    f. Receipt forms are automated, accounted for, and physically secured.
    g. Proper approval required for write-off of customer accounts.
    h. Checks are restrictively endorsed upon receipt.
    i. Adequate physical security over cash.
    j. Individuals who handle cash do not post account records.
    k. Adequate supervision of Finance Department operations.

2. Significant revenues are confirmed directly with payer and compared with City books to make sure amounts are recorded properly.

3. Cash balances are substantiated by confirming **all** account balances. Bank reconciliations are reviewed for propriety and recalculated by the auditor. All significant reconciling items on bank reconciliations are verified as valid reconciling items by proving to subsequent bank statements.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

SEGREGATION OF RESPONSIBILITIES OF THE TREASURY FUNCTIONS

Function	Responsibility
1. Authorization of Investment Transactions	
A) Formal Investment Policy	
Prepared by:	Finance Manager/City Treasurer
Approved by:	City Treasurer
Adopted by:	City Council
B) Investment transactions approved by:	City Treasurer
C) Monthly Investment Report	
Prepared by:	Accountant/Finance Manager
Reviewed by:	Finance Manager/City Treasurer
Approved by:	City Treasurer
Submitted to:	City Council
2. Execution of investment transactions:	Finance Manager/City Treasurer
3. Timely recording of investments in Treasurer's records:	Finance Manager/City Treasurer
4. Recording of investments in the accounting records:	Accountant/Finance Manager
5. Accounting records approved by:	City Treasurer
6. Verification on investment with broker's records:	Accountant/Finance Manager
7. Safeguarding of Assets and Records	
A) Reconciliation of Treasurer's records to accounting records, bank statements and safekeeping records:	Finance Manager/City Treasurer
B) Approved by:	City Treasurer
C) Review of financial institution's financial condition, safety, liquidity, and yield potential of investments:	Finance Manager with City Treasurer approval
8. Wire Transfer Control Procedures	
A) Written amount, account and authorization agreement:	Requesting Department
B) Dual-approval required for all wire transfers:	Finance Manager/City Treasurer
9. Annual review of investment portfolio prepared by Finance Manager/City Treasurer, including investment types, purchase price, market values, maturity dates, yields, and safekeeping reports:	Independent Auditors for Financial Statements

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

GLOSSARY OF INVESTMENT TERMINOLOGY

Bankers' Acceptances: Short-term debt instruments issued by a company and guaranteed by a commercial bank. They are time drafts in which a bank accepts the obligation to pay the principal and interest at maturity even if the issuer does not. Essentially, these are bank obligations collateralized by goods being shipped between an exporter and importer. The date of maturity typically ranges between 30 and 180 days. The City may not invest more than 25% of its surplus money in Bankers' Acceptances with each issuer limited to 10%.

Basis Point: One one-hundredth of one percent, or 0.01%. Basis points are often used to describe changes in yields on bonds and notes.

Bid Price: The price at which a buyer offers to buy a security.

Certificates of Deposit (CD): A deposit of funds at a bank for a specified period of time that earns interest at a specified rate. The City does not purchase Certificates of Deposit that are not FDIC insured. The City may invest up to 25% of its surplus money in insured CD's with maturities of one year of less.

Collateral: Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public funds.

Commercial Paper: Short-term unsecured promissory notes issued by a corporation to raise working capital. These negotiable instruments are typically purchased at a discount to par value or at par value with interest bearing. Local agencies are permitted by State law to invest in Commercial Paper of the highest ranking or of the highest letter and numerical rating as provided by a nationally recognized statistical rating organization (NRSRO). Purchases of eligible Commercial Paper may not exceed 270 days maturity, nor exceed 25% of the City's surplus funds. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

Coupon: The annual rate of interest a bond’s issuer promises to pay the bondholder on the bond’s face value.

Credit Risk: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

GLOSSARY OF INVESTMENT TERMINOLOGY

Delivery Versus Payment (DVP): A procedure for settling investment transactions in which the delivery of the security by the seller and the payment for the security by the buyer happen simultaneously by a third-party safekeeping agent. This practice ensures no funds are at risk in an investment transaction as funds are not released until securities are delivered.

Discount: The difference between the par value of a bond and the cost of the bond, when cost is below par. Some short-term securities, such as Treasury bills and bankers acceptances, are known as discount securities. They sell at a discount from par and return par value to the investor at maturity, without additional interest. Other securities trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Duration: A measure of the timing of cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Federal Funds Rate: Interest rate charged by banks with excess reserves at a Federal Reserve bank to banks needing overnight loans to meet reserve requirements.

Interest: The amount earned while owning a security, generally calculated as a percentage of the principal amount.

Investment Trust of California (CalTRUST): A Joint Powers Agency Authority created by local public agencies to deposit funds for investment. CalTRUST is authorized as an investment under California Government Code Section 53601(p). While there is no maximum balance imposed by CalTRUST, the City has established a $50 million limit. CalTRUST offers varying degrees of liquidity, with the short-term option providing that deposits can be converted to cash in 24 hours. Interest is distributed to those agencies participating on a per share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid monthly. CalTRUST retains a portion of the earnings for administrative costs, ranging between 12 and 20 basis points.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

GLOSSARY OF INVESTMENT TERMINOLOGY

Local Agency Investment Fund (LAIF): A voluntary investment alternative for local governments and special districts authorized by California Government Code Section 16429.1 et seq. There is no minimum investment period and the minimum transaction is $5,000. Each LAIF account is limited to 15 transactions per month and subject to a maximum balance, currently set by the State Treasurer at $75 million, but subject to change. LAIF offers high liquidity because deposits can be converted to cash in 24 hours with no interest lost. Interest is distributed to those agencies participating on a per share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains a portion for administrative costs, not to exceed five percent of the quarterly earnings.

The pooling of the State's surplus cash with the participant's surplus cash creates a multi-billion dollar money pool and allows diversified investments. In a high interest rate market, the City may do better than LAIF however, in times of low interest rates, LAIF's yields tend to be higher. The City invests in the Local Agency Investment Fund, whose Investment Policy allows investments in securities not specifically authorized by the City's Investment Policy. However these investments by LAIF are allowable under the California Government Code.

Market Risk: The possibility of an investor experiencing losses due to factors that affect the overall performance of the financial markets. Market risk is also known as undiversifiable risk because it affects all asset classes and is unpredictable.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Medium Term Corporate Notes: Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments traded in the secondary market. Medium Term Corporate Notes can be defined as extended maturity Commercial Paper. Local agencies are restricted by the Government Code to investments in corporations rated in the top three note categories by an NRSRO, five year maximum maturity and may not exceed 30% of surplus funds. The City's restrictions are a maximum term of five years to maturity and total investments in Medium Term Corporate Notes may not exceed 25% of the City's surplus funds. Furthermore, the City may invest no more than 10% of its total portfolio in the commercial paper and medium-term corporate notes of any single issuer at the time of purchase.

Municipal Bonds: Debt securities issued by a state or local government or governmental entity.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

GLOSSARY OF INVESTMENT TERMINOLOGY

Nationally Recognized Statistical Rating Organization (NRSRO): A credit rating organization that provides an assessment of the creditworthiness of a firm or financial instrument(s), and is registered with the Securities and Exchange Commission.

Negotiable Certificates of Deposit: Unsecured obligations of the financial institution, bank or savings and loan, bought at par value with the promise to pay face value plus accrued interest at maturity. They are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. The primary market issuance is in multiples of $1,000,000, the secondary market usually trades in denominations of $500,000, and smaller lots are occasionally available. As a matter of practice, only the ten largest US banks, where there is a secondary market established for continued liquidity, are considered for investment. Purchases of Negotiable Certificate of Deposit may not exceed 25% of the City's surplus funds and five years to maturity. The City may invest no more than 10% of its total portfolio in the negotiable certificates of deposit of any single issuer.

Offer Price: The price asked by a seller of securities.

Par Value: The face value of a bond.

Premium: The difference between the par value of a bond and the market value of the bond, when the market price is above par. A bond is usually sold at a premium when it offers a coupon rate higher than prevailing interest rates.

Principal: The face value or par value of an investment.

Price Risk: The risk that the price of a bond sold prior to maturity will be less than the price at which the bond was originally purchased.

Reinvestment Risk: The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

Safekeeping: Storage and protection of a customer’s financial assets, provided as a service by an institution serving as Agent or Custodian and, where control is delegated by the customer.

Settlement Date: The date on which an investment trade/purchase is finalized, cash/assets are exchanged and all parties take possession of the securities/assets agreed-upon in the terms of the trade/purchase.

CITY OF CYPRESS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2024-25

GLOSSARY OF INVESTMENT TERMINOLOGY

U.S. Government Agency Securities: Debt securities issued or guaranteed by U.S. federal government agencies, or bonds issued by government-sponsored enterprises (GSEs). GSEs are corporations created by Congress to foster a public purpose. Bonds issues or guaranteed be federal agencies, such as the Government National Mortgage Association, are backed by the full faith and credit of the U. S. government. Bonds issued by GSEs, such as the Federal Nation Mortgage Association, are not backed by the same guarantee as federal government agencies.

U.S. Treasury Bills: Direct obligations of the United States Government issued weekly with maturity dates up to one year. They are issued and traded on a discount basis with interest calculated on a 360-day basis and actual invested days, and paid at maturity. They are a highly liquid security. An unlimited amount of the City's portfolio may be invested in US Treasury Bills.

U.S. Treasury Notes: Direct obligations of the United States Government with original maturities of two to ten years. Notes are actively traded in a large secondary market and are very liquid. Interest is paid every six months until maturity. An unlimited amount of funds may be invested in US Treasury Notes with maximum terms of five years. The term may be extended if authorized by the City Council.

Yield: The rate of annual income return on an investment, expressed as a percentage.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

SUBJECT: **Receive and File the FY 2024-25 Master Fee Schedule**

RECOMMENDATION

Receive and file the updated FY 2024-25 Master Fee Schedule which incorporates annual cost-of-living adjustments for City and Park District user fees.

DISCUSSION

In 2019, the City Council updated user fees for the first time in more than a decade. The updated fees were the result of a comprehensive fee study conducted by a consultant. In general, City user fees are established to recover the full cost of discretionary services provided to a user while Recreation and Park District fees are intended to provide sustainable subsidies to customers.

To ensure fees keep pace with the costs to provide services, the 2019 resolution approving the Master Fee Schedule includes an automatic cost-of-living adjustment be applied annually to all user fees effective July 1st. The annual cost-of-living adjustment is based on the March Consumer Price Index (CPI) and is applied to fees in conjunction with the new budget fiscal year. The FY 2024-25 Master Fee Schedule includes a 4.03% cost-of-living adjustment for all user fees established by the City and District.

The new fee schedule is effective July 1, 2024. However, because some programs must be advertised or billed well in advance of the new fees being established, some fee increases will be deferred until it is administratively feasible to implement the changes. For example, most changes to Recreation program fees will be deferred until the publication of the Fall Activity Guide.

Fines, developer fees, and fees set by the State of California remain unchanged, as these fees are not subject to the annual cost-of-living adjustment applied to user fees.

BUDGET IMPACT

The fee adjustments are estimated to generate approximately $60,000 to $90,000 of additional revenue to help offset the annual cost increases associated with providing these services. These increases have been factored into the FY 2024-25 Proposed Budget which will be considered for adoption on June 10, 2024.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

FY 2024-25 Master Fee Schedule

FY 2024-25 Master Fee Schedule (with changes)

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Administration and Finance		
REF #	**Description**	**Fee**
	General/Permit Fees	
1	Alcohol Beverage Control Permit	$1,375
2	Bingo Licensing (Initial)	$1,181
3	Bingo Licensing (Annual)	$200
4	Business License Administration Fee	$34
5	Carnival/Circus Permit	$1,613
6	Fortune Telling Permit	$811
7	Parade Permit	$1,766
8	Returned Check Fee	$60
9	Solicitor Permit (Initial)	$395
10	Solicitor Permit (Annual)	$395
11	Special Permit - High Risk Businesses	$395
	City Clerk Fees	
12	Document Certification	$62
13	Duplication of City Council Meeting - Audio (Physical Media)	$32
14	Duplication of City Council Meeting - Video (Physical Media)	$32
15	Records Requests - Printed Materials	$1 first copy + $0.10 per page

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Community Development		
REF #	**Description**	**Fee**
	Planning	
16	ABC - Letter of Public Convenience	$101
17	Administrative Adjustment (Minor Variance)	$634
18	Appeal - Director	$912
19	Appeal - City Council	$1,393
20	Code Enforcement Reinspection	$106
21	CC&R Review	$305
22	Conditional Use Permit - Major	$8,536
23	Conditional Use Permit - Minor	$4,362
24	Conditional Use Permit - Extension (Flat Fee)	$811
25	Crime Prevention Through Environmental Design (CPTED) Plan Reviews	$1,064
26	Density Bonus Agreement - Initial Review	$1,034
27	Density Bonus Agreement - Annual Review	$206
28	Design Review Committee - Major	$4,077
29	Design Review Committee - Minor	$1,671
30	Preliminary Project Review - SFR	$1,264
31	Preliminary Project Review - Minor	$1,014
32	Preliminary Project Review - All others	$2,072
33	Determination of Use	$759
34	Development Agreement - Establish/Revise	$4,762
35	Development Agreement - Annual Review	$557
36	Entertainment Permit	$828
37	Environmental Evaluation - Exempt	$241
38	Environmental Evaluation - Mitigated Negative Declaration	$1,773

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Community Development		
REF #	**Description**	**Fee**
	Planning (Cont.)	
39	Environmental Evaluation - Negative Declaration	$912
40	Environmental Impact Report Review & Certification	$13,706
41	Extension of Time - Other Matters	$709
42	Film Permit	$684
43	General Plan Amendment/ Revision	$3,444
44	Landscape Inspection	$115
45	Landscape Plan Review	$608
46	Lot Line Adjustment - Non Single Family	$2,280
47	Lot Line Adjustment - Single-Family	$1,570
48	Mitigation Monitoring - Initial	$3,091
49	Mitigation Monitoring - Annual	$759
50	Ordinance Amendment	$4,762
51	Public Safety Review Permit	$2,167
52	Specific Plan - Staff Review	$4,646
53	Staff Review Committee Permit	$1,090
54	Temporary Use Permit - Major	$583
55	Temporary Use Permit - Minor	$140
56	Tentative Parcel Map	$2,889
57	Tentative Tract Map	$3,648
58	Variance	$3,018
59	Vesting Map	$2,887
60	Zone Change	$6,768
61	Minor Zoning Adjustment (Director's Review)	$607
62	Zoning Compliance/Rebuild Letter	$481
	Park Development Fee	
63	Fee in lieu of parkland dedication, for residential subdivisions, apartments, 2nd units, etc. (Fixed Fee)	$23,421

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

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

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

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

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Public Works		
REF #	**Description**	**Fee**
	Building	
Miscellaneous/Valuation Based Fee Rates (per square foot unless otherwise indicated)		
75	Additions	Per valuation
76	Interior Remodel - Garage/Bonus Room	$104
77	Patio Cover - Lattice	$30
78	Solid Wood Cover	$35
79	Aluminum - Open Cover	$39
80	Aluminum - Enclosed	$76
81	Solarium Room	$117
82	Deck - Wood	$41
83	Wall Signs	$46
84	Pole Signs	$69
85	Monument Signs	$118
86	Fire Sprinklers	$5
87	Swimming Pools - Plus $600 for Spa	$72
88	Rack Systems (per rack)	$479
89	Fireplace (pre-fabricated) valuation + mechanical permit	$2,395
90	Grease Interceptor/Clarifier + issuance	$107
91	Grease Trap + issuance	$44
92	Tenant Improvements - Commercial T.I. (per sq. ft)	$84
	Re-Roofing - Per square (100 square feet)	
93	Composition (rolled, rock, shingle)	$263
94	Wood (Class C) shakes and shingles	$563
95	Tile/Aluminum (concrete and clay)	$658
	Building Permit Fees (per hour)	
96	Inspections outside of normal business hours - minimum charge-two hours	$74
97	Reinspection fees assessed under provisions of Section 305.8	$74
98	Inspections for which no fee is specifically indicated - minimum charge-one half hour	$74
99	Additional plan review required by changes, additions or revisions to plans - minimum charge-one half hour	$74
100	For use of outside consultants for plan checking and inspections, or both	Actual Cost

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Mechanical Fees	
101	F.A.U. 1-100M	$23
102	F.A.U. Over 100M	$27
103	Duct Alter or Add	$16
104	Kitchen/ Bath Vent	$11
105	Comm Hood	$16
106	Air Condition Unit	$23
107	Wall Furnace	$23
108	Gas System (up to 5 outlets)	$9
109	Outlets over 5	$2
110	Evap 1-10M	$16
111	Evap Over 10M	$27
112	Heating Permit	$35
	Electrical Fees	
113	Outlets 1-20	$2
114	Outlets Over 20	$1
115	Lighting Fixtures	$2
116	Range-Oven-Garbage Disposal	$9
117	Clothes Dryer - Auto Washer	$9
118	Water Heater - Pool Htr - Space Htr	$9
119	New Residential - Outlets (sq/ft)	$0
120	Motors Over Inc. HP 0-1	$9
121	Motors Over Inc. HP 1-10	$18
122	Motors Over Inc. HP 10-50	$35
123	Miscellaneous	$27
124	Each Meter - Service 0-600V not over 200A	$45
125	Each Meter - Service 600V over 200A	$90
126	Each Meter - Service 600V over 400A	$179
127	Panel Board	$27
128	Swim Pool/ Spa	$72
129	Time Clock	$9
130	Signs - No. of Trans or Bals	$35
131	Signs - No. of Lamps	$9
132	Temp Power Poles	$35
133	Additional Support Poles	$0
134	Supplement Permit	$12
135	Electrical Permit	$35

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Plumbing Fees	
136	Water Closet	$15
137	Bath Tub	$15
138	Shower	$15
139	Lavatory	$15
140	Sink	$15
141	Dishwasher	$15
142	Laundry Tub	$15
143	Clothes Washer	$15
144	Floor Drain	$15
145	Floor Sink	$15
146	Miscellaneous Items	$15
147	Water Heater	$18
148	Gas System (up to 5 outlets)	$9
149	Outlets over 5	$2
150	Vacuum Breaker	$18
151	Install/ Alter Water System	$9
152	Install/ Alter Waste or Vents	$9
153	House Sewer	$107
154	Connect Add H.S.	$9
155	P-Trap Pool Drain	$15
156	Sewer Cap	$15
157	Plumbing Permit	$35
	Grading/Permitting Inspection Fees	
158	Grading/Drainage/Water Quality Permit/Inspections	$366 minimum fee/actual cost

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Public Works		
REF #	**Description**	**Fee**
	Building (Cont.)	
	Miscellaneous Fee Rates	
159	Mobile Home Fees	Per State Schedule
160	Issuance Fee	$71
161	Temporary Certificate of Occupancy (for each 30 days)	$200
162	Request for Alternate Methods and Material	$200
163	Annual Day Care Inspections	$171
164	Special Inspections ($ minimum/Charge Hourly)	$171
165	Building Permit Time Extension	$240
166	Building Relocation Inspection	$172
167	Building Demolition	Per Valuation
168	Pool Demo/ In-fill	Per Valuation
169	Plan Retrieval	$50
170	Subpoenas (including research/ copying)	$300
171	Copies	$1 first copy/$0.10 per page
	Masonry Fee Rates	
	Height of Masonry Wall/Height of Retaining Wall (feet)	
172	1	$0/$30
173	2	$0/$46
174	3	$0/$63
175	4	$50/$87
176	5	$63/$106
177	6	$76/$128
178	7	$89/$146
179	8	$101/$0

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

Public Works		
REF #	**Description**	**Fee**
	Public Works	
	Environmental Inspection/National Pollution Discharge Elimination System	
	Fats, Oils, and Grease (FOG) Program	
180	Best Management Practice Inspection - Annual	$74
181	Best Management Practice Reinspection	$134
182	Construction and Demolition w/Franchise Waste Hauler	$98
183	Construction and Demolition w/Self-Hauling	$390
184	Grease Control Device Inspection - Annual	$74
185	Grease Control Device Reinspection	$134
186	New Grease Control Device Inspection	$134
187	New Grease Control Device Plan Check	$172
188	Annual NPDES High Priority Inspection	$269
189	Annual NPDES Low/Medium Priority Inspection	$128
190	Additional Environmental Services (Hourly)	$122
	Water Quality Management Plan (WQMP) Fees	
191	All development projects shall pay a minimum deposit for the review and approval of Water Quality Management Plans (WQMP) as defined in the City of Cypress National Pollutant Discharge Elimination System (NPDES) Stormwater Program and the City of Cypress Local Implementation Plan (LIP)	Small Project - $609 minimum deposit based on actual costs for small projects. Additional deposits may be required based on the accuracy and completeness of the project submittal. Large Project - $914 minimum deposit based on actual costs for large projects. Additional deposits may be required based on the quality of the project submittal.
192	Additional Review of Water Quality Management Plan (Minimum Fee; additional charged hourly)	$914

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

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

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

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

* Fixed fee

Public Works		
REF #	**Description**	**Fee**
	Public Works (Cont.)	
	Development and Permit Fees	
251	Grading Plan Check	$1,572
252	Public Works Plan Check	$1,572
253	Final Parcel Map Check	$1,098
254	Final Tract Map Check	$1,098
255	Public Works Permit - Small	$188
256	Public Works Permit - Medium	$1,410
257	Public Works Permit - Large	$3,423
258	Street Abandonment	$853
259	Transportation Permit *	$16 Trip/$85 Annual
260	Drainage Fee for Master Drainage Plan *	$7,940/acre
	Residential Parking Permits	
261	Permit Fee *	$38
262	Permit Replacement Fee *	$27
263	Fine for Misuse of Parking Permit *	$100

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

City of Cypress
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Police		
REF #	**Description**	**Fee**
	General Fees	
264	Arrest Booking Fee	$436
265	Blood Draw Recovery Fee [1]	$150
266	Copy of Citation/Police Report/Log Item	$1 first copy + $0.10 per page
267	Criminal History Verification	$54
268	Firing Range Rental (per person)	$113
269	Repossession - Verification Fee [2]	$15
270	Ride Along (may be waived at Chief's discretion)	$80
271	Storage of Relinquished Firearms (annual, per weapon)	$269
272	Subpoena (Civil) for Records (15 day requirement) [2]	$15 + duplication
273	Subpoena (Civil) for Officer Appearance (per day) [2]	$275
274	Subpoena (Audio or Video)	$113
275	Subpoena (Photo/Digital Duplication)	$113
276	Vehicle Inspection	$35
277	Vehicle Permits	$16
278	Vehicle Release	$165
279	Vehicle Release (30-day impound)	$274
280	Vehicle Release (30-day impound/with hearing)	$322
	Alarm System Fees and Fines	
281	Business Alarm Permit Fee	$54
282	Residential Alarm Permit Fee	$54
283	Failure to Register Alarm System Fine	$30 for first violation
284		$50 for second violation
285		$100 for third and subsequent violations
286	False Alarm Fine (within any calendar year)	$0 - first two false alarms
287		$70 - third false alarm
288		$110 - fourth false alarm
289		$130 - fifth false alarm
290		$170 - sixth false alarm
291		$200 - seventh false alarm
292		$500 - eighth and subsequent false alarms
293	Extraordinary Police Services (Minimum fee)	$1,219

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

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

City of Cypress
Master Fee Schedule
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Recreation and Community Services		
REF #	**Description**	**Current Fee**
	Sports Programs	
294	Adult Basketball/per team (11 week)	$485
295	Softball	$519
296	Open Gym - Youth/Adult	$4
297	Semi-private swim lessons (4 lessons)	$102
298	Swim lessons (2 weeks)	$61
299	Basketball sports camp	$99
300	Youth Basketball League - Summer	$99
301	Youth Basketball League - Winter	$122
302	Volleyball sports camp	$99
303	Youth Volleyball League - Fall	$99
304	Youth Volleyball League - Spring	$99
305	Pee Wee Sports	$54
306	Challenger Basketball - Summer	$0
307	5K/10K Walker	$46
308	5K/10K Pre-registration Runner	$54
309	5K/10K Late registration Runner	$67
	Youth Programs	
310	Day Camp - Weekly	$160
311	Day Camp - AM/PM Care - Weekly	$40
312	Day Camp Excursions	$32
313	Kids Corner - 3 Year Olds (9weeks, 2x/week)	$274
314	Kids Corner - 4 Year Olds (9weeks, 3x/week)	$371
315	Kids Corner - Summer	$251
316	Birthdays	$419
317	Birthdays - Specialty	$479
318	Kids Night Out	$27
319	Park Program - Summer	$33
320	Teen Dances	$20
321	Teen Fashion Show	$6
322	Father-Daughter Night	$61
323	Father-Daughter Night (Additional Child)	$18
324	Halloween Admission	$6

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Recreation and Community Services		
REF #	**Description**	**Current Fee**
	Recreation (Cont.)	
	Adult Events	
325	Special Event Exhibitor - Commercial	$133
326	Special Event Exhibitor - Non-Profit	$67
327	Special Event Exhibitor - Small Business	$67
328	Dining Center Event	$6
329	Bunco	$20
	Program/Class Fees	
330	Registration Fee	$2 - $12
331	Facility Replacement Fee	$6
332	Credit Card Fee	Actual Cost
333	Non-Resident Fee	from $12 up to full cost
334	Refund Processing Fee	$18

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

	Additional Recreational Activities	**Fee Range**
335	Adult Sports	$445-$548
336	Aquatics	$61-$146
337	Community Events	$6-$122
338	Day Camps	$37-$244
339	Youth Sports	$0-$305
340	Kids Corner	$232-$579
341	Teen Programs	$6-$61
342	Playground	$24-$500
343	Sr. Center Programs	$6-$183

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

	COMMUNITY CENTER - Grand Ballroom A + B or B + Garden					
REF #	Hourly Rates					
	Description		Mon-Thur		Fri-Sun	
				w/alcohol		w/alcohol
344	**Grand Ballroom A + B or B + Garden** (6 hour minimum Fri - Sun)	A:	$238	$262	$274	$299
345		B:	$299	$323	$335	$360
346		C:	$183	$207	$219	$244
347		D:	$244	$268	$280	$305
348		E:	$293	$317	$329	$353
349		F:	$353	$378	$390	$414

	COMMUNITY CENTER - Grand Ballroom A or B or Garden					
	Hourly Rates					
	Description		Mon-Thur		Fri-Sun	
				w/alcohol		w/alcohol
350	**Grand Ballroom A or B or Garden** (6 hour minimum Fri - Sun)	A:	$152	$183	$189	$219
351		B:	$213	$244	$250	$280
352		C:	$91	$110	$128	$146
353		D:	$189	$207	$189	$207
354		E:	$207	$238	$244	$274
355		F:	$268	$299	$305	$335

	COMMUNITY CENTER - Grand Ballroom					
	Hourly Rates					
	Description		Mon-Thur		Fri-Sun	
				w/alcohol		w/alcohol
356	**Grand Ballroom Full** (6 hour minimum Fri - Sun)	A:	$268	$305	$305	$341
357		B:	$329	$366	$366	$402
358		C:	$225	$244	$262	$280
359		D:	$286	$305	$323	$341
360		E:	$353	$384	$390	$421
361		F:	$414	$445	$451	$481

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

COMMUNITY CENTER - Community Room

REF #	Description		Hourly Rates Mon-Thur		Hourly Rates Fri-Sun	
				w/alcohol		w/alcohol
362	**Community Room** (3 hour minimum)	A:	$98	$110	$110	$122
363		B:	$134	$146	$146	$158
364		C:	$67	$85	$79	$98
365		D:	$104	$122	$116	$134
366		E:	$116	$128	$128	$140
367		F:	$152	$165	$165	$177

COMMUNITY CENTER - Arts and Crafts Room

	Description		Hourly Rates Mon-Thur		Hourly Rates Fri-Sun	
				w/alcohol		w/alcohol
368	**Arts and Crafts Room** (3 hour minimum)	A:	$67	$91	$79	$104
369		B:	$79	$104	$91	$116
370		C:	$61	$85	$73	$98
371		D:	$73	$98	$85	$110
372		E:	$85	$104	$98	$116
373		F:	$98	$116	$110	$128

COMMUNITY CENTER - Conference Room

	Description		Hourly Rates Mon-Thur		Hourly Rates Fri-Sun	
				w/alcohol		w/alcohol
374	**Conference Room** (2 hour minimum)	A:	$37	N/A	$49	N/A
375		C:	$49	N/A	$61	N/A

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

	SENIOR CENTER - Multi-Use Room Full			
REF #	Hourly Rates			
	Description			w/alcohol
376	**Multi-Use Room Full** (6 hour minimum Fri - Sun)	A:	$171	$195
377		B:	$207	$225
378		C:	$85	$85
379		D:	$177	$195
380		E:	$232	$256
381		F:	$293	$317

	SENIOR CENTER - Multi-Use Room West/Kitchen			
	Hourly Rates			
	Description			w/alcohol
382	**Multi-Use Room West/Kitchen** (6 hour minimum Fri - Sun)	A:	$134	$134
383		B:	$152	$152
384		C:	$73	$73
385		D:	$152	$152
386		E:	$177	$177
387		F:	$238	$256

	SENIOR CENTER - Arts & Crafts or Exercise Room			
	Hourly Rates			
	Description			w/alcohol
388	**Arts & Crafts or Exercise Room**	A:	$73	$85
389		B:	$79	$104
390		C:	$43	$43
391		D:	$79	$91
392		E:	$91	$110
393		F:	$128	$146

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

	SENIOR CENTER - Card Room			
REF #	Hourly Rates			
	Description			w/alcohol
394	**Card Room**	A:	$55	N/A
395		B:	$61	N/A
396		C:	$43	N/A
397		D:	$61	N/A
398		E:	$73	N/A
399		F:	$85	N/A

	SENIOR CENTER - Conference Room			
	Hourly Rates			
	Description			w/alcohol
400	**Conference Room**	A:	$37	N/A
401	(2 hour minimum)	C:	$49	N/A

	Misc. Rental Fees	
402	Deposit	$300
403	Deposit - Alcohol	$500
404	Second Set Up	$30-$122
405	Bar Rental	$49
406	Misc. Equipment Rental	$12-$61
407	Kitchen	$61
408	Liability Insurance - Serving Alcohol	Actual Premium
409	Liability Insurance - Serving & Selling Alcohol	Actual Premium
410	Hourly Rate after Contractual Rental Period	Double Hourly Rate

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Recreation and Community Services		
REF #	**Description**	**Fee**
	Athletic Field Rentals	
411	Athletic Field Rentals - Day Use Hourly - Resident	$30
412	Athletic Field Rentals - Day Use Hourly - Non-Resident	$37
413	Athletic Field Lights - ACUAF Groups	$12
414	Athletic Field Lights - Non-ACUAF Groups	$18
415	Roller Hockey Rink Rental Hourly	$43
416	Roller Hockey Rink Rental Hourly with Lights	$61
417	ACUAF Base Non-Resident Fee	$12
418	ACUAF Next Non-Resident Fee	$18
419	ACUAF Base Field Rental Fee	$2.00/hour
420	ACUAF Next Field Rental Fee	$7.50/hour
421	Athletic Facility Security Deposit	$150
422	Lexington Park Athletic Fields (Natural and Synthetic) Hourly	$2 - $176
	Park Rentals	
423	Arnold Cypress Park Room - Resident / Resident Non-Profit	$55
424	Arnold Cypress Park Room - Non-Resident / Non-Resident Non-Profit	$67
425	Arnold Cypress Serving Room	$73
426	Arnold Cypress cleaning deposit	$100
427	Park Pavilion - Resident	$43
428	Park Pavilion - Commercial	$61
429	Moon Bounce - Resident	$24
430	Open Space Permit - Resident	$24
431	Lexington Park Small Pavilion-Resident (Hourly)	$24
432	Lexington Park Large Pavilion-Resident (Hourly)	$41
433	Lexington Park Equipment Storage-Resident Non-Profit (monthly)	$118
434	Food Truck (per event)	$58-$352 or 10% of gross sales
	Electric Vehicle Charging Stations	
435	EV Charging Station	$0.36/per kWh
436	EV Charging Station - Overstay Charge (after 3 hours)	$5/hour

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Administration and Finance				
REF #	Description	Current Fee	New Fee	Change
	General/Permit Fees			
1	Alcohol Beverage Control Permit	$1,322	$1,375	$53
2	Bingo Licensing (Initial)	$1,135	$1,181	$46
3	Bingo Licensing (Annual)	$192	$200	$8
4	Business License Administration Fee	$33	$34	$1
5	Carnival/Circus Permit	$1,550	$1,613	$63
6	Fortune Telling Permit	$779	$811	$32
7	Parade Permit	$1,698	$1,766	$68
8	Returned Check Fee	$57	$60	$3
9	Solicitor Permit (Initial)	$380	$395	$15
10	Solicitor Permit (Annual)	$380	$395	$15
11	Special Permit - High Risk Businesses	$380	$395	$15
	City Clerk Fees			
12	Document Certification	$60	$62	$2
13	Duplication of City Council Meeting - Audio (Physical Media)	$30	$32	$2
14	Duplication of City Council Meeting - Video (Physical Media)	$30	$32	$2
15	Records Requests - Printed Materials	$1 first copy + $0.10 per page	$1 first copy + $0.10 per page	$0

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Community Development				
REF #	Description	Current Fee	New Fee	Change
	Planning			
16	ABC - Letter of Public Convenience	$97	$101	$4
17	Administrative Adjustment (Minor Variance)	$609	$634	$25
18	Appeal - Director	$876	$912	$36
19	Appeal - City Council	$1,339	$1,393	$54
20	Code Enforcement Reinspection	$102	$106	$4
21	CC&R Review	$293	$305	$12
22	Conditional Use Permit - Major	$8,205	$8,536	$331
23	Conditional Use Permit - Minor	$4,193	$4,362	$169
24	Conditional Use Permit - Extension (Flat Fee)	$779	$811	$32
25	Crime Prevention Through Environmental Design (CPTED) Plan Reviews	$1,023	$1,064	$41
26	Density Bonus Agreement - Initial Review	$994	$1,034	$40
27	Density Bonus Agreement - Annual Review	$198	$206	$8
28	Design Review Committee - Major	$3,919	$4,077	$158
29	Design Review Committee - Minor	$1,606	$1,671	$65
30	Preliminary Project Review - SFR	$1,215	$1,264	$49
31	Preliminary Project Review - Minor	$975	$1,014	$39
32	Preliminary Project Review - All others	$1,992	$2,072	$80
33	Determination of Use	$730	$759	$29
34	Development Agreement - Establish/Revise	$4,578	$4,762	$184
35	Development Agreement - Annual Review	$535	$557	$22
36	Entertainment Permit	$796	$828	$32
37	Environmental Evaluation - Exempt	$232	$241	$9
38	Environmental Evaluation - Mitigated Negative Declaration	$1,705	$1,773	$68
39	Environmental Evaluation - Negative Declaration	$876	$912	$36
40	Environmental Impact Report Review & Certification	$13,175	$13,706	$531
41	Extension of Time - Other Matters	$682	$709	$27
42	Film Permit	$657	$684	$27
43	General Plan Amendment/ Revision	$3,311	$3,444	$133
44	Landscape Inspection	$110	$115	$5
45	Landscape Plan Review	$585	$608	$23
46	Lot Line Adjustment - Non Single Family	$2,192	$2,280	$88

Community Development				
REF #	Description	Current Fee	New Fee	Change
	Planning (Cont.)			
47	Lot Line Adjustment - Single-Family	$1,509	$1,570	$61
48	Mitigation Monitoring - Initial	$2,971	$3,091	$120
49	Mitigation Monitoring - Annual	$730	$759	$29
50	Ordinance Amendment	$4,578	$4,762	$184
51	Public Safety Review Permit	$2,083	$2,167	$84
52	Specific Plan - Staff Review	$4,466	$4,646	$180
53	Staff Review Committee Permit	$1,047	$1,090	$43
54	Temporary Use Permit - Major	$560	$583	$23
55	Temporary Use Permit - Minor	$135	$140	$5
56	Tentative Parcel Map	$2,777	$2,889	$112
57	Tentative Tract Map	$3,507	$3,648	$141
58	Variance	$2,901	$3,018	$117
59	Vesting Map	$2,776	$2,887	$111
60	Zone Change	$6,506	$6,768	$262
61	Minor Zoning Adjustment (Director's Review)	$583	$607	$24
62	Zoning Compliance/Rebuild Letter	$463	$481	$18
	Park Development Fee			
63	Fee in lieu of parkland dedication, for residential subdivisions, apartments, 2nd units, etc. (Fixed Fee)	$23,421	$23,421	$0

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

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

Public Works			
REF #	Description	Current Fee	New Fee
	Building Permit Fee Table *		
64	Total Valuation $1 to $500	$30.00	No Change
65	Total Valuation $501 to $2,000	$30 for first $500 plus $4 for each additional $100, or fraction thereof, to and including $2,000	"" ""
66	Total Valuation $2,001 to $25,000	$90 for first $2,000 plus $18 for each additional $1,000, or fraction thereof, to and including $25,000	"" ""
67	Total Valuation $25,001 to $50,000	$504 for first $25,000 plus $13 for each additional $1,000, or fraction thereof, to and including $50,000	"" ""
68	Total Valuation $50,001 to $100,000	$829 for first $50,000 plus $9 for each additional $1,000, or fraction thereof, to and including $100,000	"" ""
69	Total Valuation $100,001 to $500,000	$1,279 for first $100,000 plus $7 for each additional $1,000, or fraction thereof, to and including $500,000	"" ""
70	Total Valuation $500,001 to $1,000,000	$4,079 for first $500,000 plus $6 for each additional $1,000, or fraction thereof, to and including $1,000,000	"" ""
71	Total Valuation $1,000,001 and up	$7,079 for first $1,000,000 plus $4 for each additional $1,000, or fraction thereof	"" ""
72	Building Plan Check	65% of Building Permit Fee	"" ""
73	Mechanical/Electrical/Plumbing Plan Check	15% of Building Permit Fee	"" ""
74	Energy Plan Check	25% of Building Permit Fee	"" ""

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

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

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Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building			
Miscellaneous/Valuation Based Fee Rates (per square foot unless otherwise indicated)				
75	Additions	Per valuation	Per valuation	N/A
76	Interior Remodel - Garage/Bonus Room	$100	$104	$4
77	Patio Cover - Lattice	$29	$30	$1
78	Solid Wood Cover	$34	$35	$1
79	Aluminum - Open Cover	$37	$39	$2
80	Aluminum - Enclosed	$73	$76	$3
81	Solarium Room	$112	$117	$5
82	Deck - Wood	$40	$41	$1
83	Wall Signs	$45	$46	$1
84	Pole Signs	$67	$69	$2
85	Monument Signs	$114	$118	$4
86	Fire Sprinklers	$5	$5	($0)
87	Swimming Pools - Plus $600 for Spa	$69	$72	$3
88	Rack Systems (per rack)	$460	$479	$19
89	Fireplace (pre-fabricated) valuation + mechanical permit	$2,302	$2,395	$93
90	Grease Interceptor/Clarifier + issuance	$103	$107	$4
91	Grease Trap + issuance	$42	$44	$2
92	Tenant Improvements - Commercial T.I. (per sq. ft)	$81	$84	$3
	Re-Roofing - Per square (100 square feet)			
93	Composition (rolled, rock, shingle)	$253	$263	$10
94	Wood (Class C) shakes and shingles	$541	$563	$22
95	Tile/Aluminum (concrete and clay)	$633	$658	$25
	Building Permit Fees (per hour)			
96	Inspections outside of normal business hours - minimum charge-two hours	$71	$74	$3
97	Reinspection fees assessed under provisions of Section 305.8	$71	$74	$3
98	Inspections for which no fee is specifically indicated - minimum charge-one half hour	$71	$74	$3
99	Additional plan review required by changes, additions or revisions to plans - minimum charge-one half hour	$71	$74	$3
100	For use of outside consultants for plan checking and inspections, or both	Actual Cost	Actual Cost	N/A

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Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building (Cont.)			
	Mechanical Fees			
101	F.A.U. 1-100M	$22	$23	$1
102	F.A.U. Over 100M	$26	$27	$1
103	Duct Alter or Add	$15	$16	$1
104	Kitchen/ Bath Vent	$11	$11	$0
105	Comm Hood	$15	$16	$1
106	Air Condition Unit	$22	$23	$1
107	Wall Furnace	$22	$23	$1
108	Gas System (up to 5 outlets)	$8	$9	$1
109	Outlets over 5	$2	$2	$0
110	Evap 1-10M	$15	$16	$1
111	Evap Over 10M	$26	$27	$1
112	Heating Permit	$34	$35	$1
	Electrical Fees			
113	Outlets 1-20	$2	$2	$0
114	Outlets Over 20	$1	$1	$0
115	Lighting Fixtures	$2	$2	$0
116	Range-Oven-Garbage Disposal	$8	$9	$1
117	Clothes Dryer - Auto Washer	$8	$9	$1
118	Water Heater - Pool Htr - Space Htr	$8	$9	$1
119	New Residential - Outlets (sq/ft)	$0	$0	$0
120	Motors Over Inc. HP 0-1	$8	$9	$1
121	Motors Over Inc. HP 1-10	$18	$18	$0
122	Motors Over Inc. HP 10-50	$34	$35	$1
123	Miscellaneous	$26	$27	$1
124	Each Meter - Service 0-600V not over 200A	$43	$45	$2
125	Each Meter - Service 600V over 200A	$87	$90	$3
126	Each Meter - Service 600V over 400A	$172	$179	$7
127	Panel Board	$26	$27	$1
128	Swim Pool/ Spa	$69	$72	$3
129	Time Clock	$8	$9	$1
130	Signs - No. of Trans or Bals	$34	$35	$1
131	Signs - No. of Lamps	$8	$9	$1
132	Temp Power Poles	$34	$35	$1
133	Additional Support Poles	$0	$0	$0
134	Supplement Permit	$12	$12	$0
135	Electrical Permit	$34	$35	$1

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building (Cont.)			
	Plumbing Fees			
136	Water Closet	$14	$15	$1
137	Bath Tub	$14	$15	$1
138	Shower	$14	$15	$1
139	Lavatory	$14	$15	$1
140	Sink	$14	$15	$1
141	Dishwasher	$14	$15	$1
142	Laundry Tub	$14	$15	$1
143	Clothes Washer	$14	$15	$1
144	Floor Drain	$14	$15	$1
145	Floor Sink	$14	$15	$1
146	Miscellaneous Items	$14	$15	$1
147	Water Heater	$18	$18	$0
148	Gas System (up to 5 outlets)	$8	$9	$1
149	Outlets over 5	$2	$2	$0
150	Vacuum Breaker	$18	$18	$0
151	Install/ Alter Water System	$8	$9	$1
152	Install/ Alter Waste or Vents	$8	$9	$1
153	House Sewer	$103	$107	$4
154	Connect Add H.S.	$8	$9	$1
155	P-Trap Pool Drain	$14	$15	$1
156	Sewer Cap	$14	$15	$1
157	Plumbing Permit	$34	$35	$1
	Grading/Permitting Inspection Fees			
158	Grading/Drainage/Water Quality Permit/Inspections	$351 minimum fee/actual cost	$366 minimum fee/actual cost	$15

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Building (Cont.)			
	Miscellaneous Fee Rates			
159	Mobile Home Fees	Per State Schedule	Per State Schedule	N/A
160	Issuance Fee	$68	$71	$3
161	Temporary Certificate of Occupancy (for each 30 days)	$192	$200	$8
162	Request for Alternate Methods and Material	$192	$200	$8
163	Annual Day Care Inspections	$164	$171	$7
164	Special Inspections ($ minimum/Charge Hourly)	$164	$171	$7
165	Building Permit Time Extension	$231	$240	$9
166	Building Relocation Inspection	$165	$172	$7
167	Building Demolition	Per Valuation	Per Valuation	N/A
168	Pool Demo/ In-fill	Per Valuation	Per Valuation	N/A
169	Plan Retrieval	$48	$50	$2
170	Subpoenas (including research/ copying)	$288	$300	$12
171	Copies	$1 first copy/$0.10 per page	$1 first copy/$0.10 per page	N/A
	Masonry Fee Rates			
	Height of Masonry Wall/Height of Retaining Wall (feet)			
172	1	$0/$29	$0/$30	$0/$1
173	2	$0/$45	$0/$46	$0/$1
174	3	$0/$61	$0/$63	$0/$2
175	4	$48/$83	$50/$87	$2/$4
176	5	$61/$102	$63/$106	$2/$4
177	6	$73/$123	$76/$128	$3/$5
178	7	$86/$141	$89/$146	$3/$5
179	8	$97/$0	$101/$0	$4/$0

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Public Works			
	Environmental Inspection/National Pollution Discharge Elimination System			
	Fats, Oils, and Grease (FOG) Program			
180	Best Management Practice Inspection - Annual	$71	$74	$3
181	Best Management Practice Reinspection	$129	$134	$5
182	Construction and Demolition w/Franchise Waste Hauler	$94	$98	$4
183	Construction and Demolition w/Self-Hauling	$375	$390	$15
184	Grease Control Device Inspection - Annual	$71	$74	$3
185	Grease Control Device Reinspection	$129	$134	$5
186	New Grease Control Device Inspection	$129	$134	$5
187	New Grease Control Device Plan Check	$165	$172	$7
188	Annual NPDES High Priority Inspection	$259	$269	$10
189	Annual NPDES Low/Medium Priority Inspection	$123	$128	$5
190	Additional Environmental Services (Hourly)	$117	$122	$5
	Water Quality Management Plan (WQMP) Fees			
191	All development projects shall pay a minimum deposit for the review and approval of Water Quality Management Plans (WQMP) as defined in the City of Cypress National Pollutant Discharge Elimination System (NPDES) Stormwater Program and the City of Cypress Local Implementation Plan (LIP)	Small Project - $586 minimum deposit based on actual costs for small projects. Additional deposits may be required based on the accuracy and completeness of the project submittal. Large Project - $879 minimum deposit based on actual costs for large projects. Additional deposits may be required based on the quality of the project submittal.	Small Project - $609 minimum deposit based on actual costs for small projects. Additional deposits may be required based on the accuracy and completeness of the project submittal. Large Project - $914 minimum deposit based on actual costs for large projects. Additional deposits may be required based on the quality of the project submittal.	$23 - $35
192	Additional Review of Water Quality Management Plan (Minimum Fee; additional charged hourly)	$879	$914	$35

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

Public Works			
REF #	Description	Current Fee	New Fee
	Public Works		
	Citywide Traffic Improvement Fees		
	Commercial - Retail		
193	Shopping Center - Less than 50,000 SF	$1.81 per SF - Includes 50% Passby Credit	No Change
194	Shopping Center - 100,000 SF	$1.67 per SF - Includes 40% Passby Credit	"" ""
195	Shopping Center - 200,000 SF	$1.54 per SF - Includes 30% Passby Credit	"" ""
196	Shopping Center - 300,000 SF	$1.40 per SF - Includes 25% Passby Credit	"" ""
197	Restaurant - Fast Food w/ Drive-Through	$18.81 per SF - Includes 40% Passby Credit	"" ""
198	Restaurant - Fast Food w/o Drive-Through	$16.43 per SF - Includes 40% Passby Credit	"" ""
199	Restaurant - High Turnover (Family)	$8.18 per SF - Includes 25% Passby Credit	"" ""
200	Restaurant - Quality (Dinner House)	$2.62 per SF - Includes 10% Passby Credit	"" ""
201	Hotel	$409 per Room	"" ""
202	Motel	$409 per Room	"" ""
203	Discount Store (Freestanding)	$1.35 per SF	"" ""
204	Hardware/ Paint Store	$2.03 per SF	"" ""
205	New Car Sales	$1.56 per SF	"" ""
	Residential		
206	Single Family (Low Density)	$595 per DU	"" ""
207	Low Rise Condo/ Townhome (Medium Density)	$508 per DU	"" ""
208	Low Rise Apartment (High Density)	$358 per DU	"" ""
209	Retirement Community	$154 per DU	"" ""
210	Elderly Housing (Attached)	$44 per DU	"" ""
	Office - Industrial		
211	General Office - Less than 50,000 SF	$1.52 per SF	"" ""
212	General Office - 100,000 SF	$1.28 per SF	"" ""
213	General Office - 200,000 SF	$1.09 per SF	"" ""
214	General Office - 400,000 SF	$0.92 per SF	"" ""
215	General Office - 600,000 SF	$0.84 per SF	"" ""
216	General Office - 800,000 SF or greater	$0.78 per SF	"" ""
217	Single Tenant/ Corporate Office	$1.20 per SF	"" ""
218	Research & Development	$0.79 per SF	"" ""
219	Warehouse	$0.44 per SF	"" ""
220	Light Industrial	$0.65 per SF	"" ""
221	Manufacturing	$0.52 per SF	"" ""

Public Works			
REF #	Description	Current Fee	New Fee
	Public Works (Cont.)		
	Regional Traffic Improvement Fees		
	Commercial - Retail		
222	Shopping Center - Less than 50,000 SF	$0.16 per SF - Includes 50% Passby Credit	No Change
223	Shopping Center - 100,000 SF	$0.15 per SF - Includes 40% Passby Credit	" "
224	Shopping Center - 200,000 SF	$0.13 per SF - Includes 30% Passby Credit	" "
225	Shopping Center - 300,000 SF	$0.12 per SF - Includes 25% Passby Credit	" "
226	Restaurant - Fast Food w/ Drive-Through	$1.64 per SF - Includes 40% Passby Credit	" "
227	Restaurant - Fast Food w/o Drive-Through	$1.43 per SF - Includes 40% Passby Credit	" "
228	Restaurant - High Turnover (Family)	$0.71 per SF - Includes 25% Passby Credit	" "
229	Restaurant - Quality (Dinner House)	$0.22 per SF - Includes 10% Passby Credit	" "
230	Hotel	$36 per Room	" "
231	Motel	$36 per Room	" "
232	Discount Store (Freestanding)	$0.12 per SF	" "
233	Hardware/ Paint Store	$0.18 per SF	" "
234	New Car Sales	$0.14 per SF	" "
	Residential		
235	Single Family (Low Density)	$52 per DU	" "
236	Low Rise Condo/ Townhome (Medium Density)	$44 per DU	" "
237	Low Rise Apartment (High Density)	$31 per DU	" "
238	Retirement Community	$13.46 per DU	" "
239	Elderly Housing (Attached)	$3.85 per DU	" "
	Office - Industrial		
240	General Office - Less than 50,000 SF	$0.13 per SF	" "
241	General Office - 100,000 SF	$0.11 per SF	" "
242	General Office - 200,000 SF	$0.10 per SF	" "
243	General Office - 400,000 SF	$0.08 per SF	" "
244	General Office - 600,000 SF	$0.07 per SF	" "
245	General Office - 800,000 SF or greater	$0.06 per SF	" "
246	Single Tenant/ Corporate Office	$0.11 per SF	" "
247	Research & Development	$0.07 per SF	" "
248	Warehouse	$0.04 per SF	" "
249	Light Industrial	$0.06 per SF	" "
250	Manufacturing	$0.05 per SF	" "

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

* Fixed fee

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Public Works				
REF #	Description	Current Fee	New Fee	Change
	Public Works (Cont.)			
	Development and Permit Fees			
251	Grading Plan Check	$1,511	$1,572	$61
252	Public Works Plan Check	$1,511	$1,572	$61
253	Final Parcel Map Check	$1,056	$1,098	$42
254	Final Tract Map Check	$1,056	$1,098	$42
255	Public Works Permit - Small	$180	$188	$8
256	Public Works Permit - Medium	$1,356	$1,410	$54
257	Public Works Permit - Large	$3,290	$3,423	$133
258	Street Abandonment	$820	$853	$33
259	Transportation Permit *	$18 Trip/$82 Annual	$16 Trip/$85 Annual	$-2/$3
260	Drainage Fee for Master Drainage Plan *	$7,940/acre	$7,940/acre	No Change
	Residential Parking Permits			
261	Permit Fee *	$36	$38	$2
262	Permit Replacement Fee *	$26	$27	$1
263	Fine for Misuse of Parking Permit *	$100	$100	No Change

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Police				
REF #	Description	Current Fee	New Fee	Change
	General Fees			
264	Arrest Booking Fee	$419	$436	$17
265	Blood Draw Recovery Fee [1]	$128	$150	**$22**
266	Copy of Citation/Police Report/Log Item	$1 first copy + $0.10 per page	$1 first copy + $0.10 per page	No Change
267	Criminal History Verification	$52	$54	$2
268	Firing Range Rental (per person)	$109	$113	$4
269	Repossession - Verification Fee [2]	**$15**	**$15**	No Change
270	Ride Along (may be waived at Chief's discretion)	$77	$80	$3
271	Storage of Relinquished Firearms (annual, per weapon)	$259	$269	$10
272	Subpoena (Civil) for Records (15 day requirement) [2]	$15 + duplication	$15 + duplication	No Change
273	Subpoena (Civil) for Officer Appearance (per day) [2]	**$275**	**$275**	No Change
274	Subpoena (Audio or Video)	$109	$113	$4
275	Subpoena (Photo/Digital Duplication)	$109	$113	$4
276	Vehicle Inspection	$34	$35	$1
277	Vehicle Permits	$15	$16	$1
278	Vehicle Release	$158	$165	$7
279	Vehicle Release (30-day impound)	$264	$274	$10
280	Vehicle Release (30-day impound/with hearing)	$309	$322	$13
	Alarm System Fees and Fines			
281	Business Alarm Permit Fee	$52	$54	$2
282	Residential Alarm Permit Fee	$52	$54	$2
283	Failure to Register Alarm System Fine	$30 for first violation	$30 for first violation	No Change
284		$50 for second violation	$50 for second violation	No Change
285		$100 for third and subsequent violations	$100 for third and subsequent violations	No Change
286	False Alarm Fine (within any calendar year)	$0 - first two false alarms	$0 - first two false alarms	No Change
287		$70 - third false alarm	$70 - third false alarm	No Change
288		$110 - fourth false alarm	$110 - fourth false alarm	No Change
289		$130 - fifth false alarm	$130 - fifth false alarm	No Change
290		$170 - sixth false alarm	$170 - sixth false alarm	No Change
291		$200 - seventh false alarm	$200 - seventh false alarm	No Change
292		$500 - eighth and subsequent false alarms	$500 - eighth and subsequent false alarms	No Change
293	Extraordinary Police Services (Minimum fee)	$1,172	$1,219	$47

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

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Recreation and Community Services				
REF #	Description	Current Fee	New Fee	Change
	Sports Programs			
294	Adult Basketball/per team (11 week)	$466	$485	$19
295	Softball	$499	$519	$20
296	Open Gym - Youth/Adult	$4	$4	$0
297	Semi-private swim lessons (4 lessons)	$98	$102	$4
298	Swim lessons (2 weeks)	$59	$61	$2
299	Basketball sports camp	$95	$99	$4
300	Youth Basketball League - Summer	$95	$99	$4
301	Youth Basketball League - Winter	$117	$122	$5
302	Volleyball sports camp	$95	$99	$4
303	Youth Volleyball League - Fall	$95	$99	$4
304	Youth Volleyball League - Spring	$95	$99	$4
305	Pee Wee Sports	$52	$54	$2
306	Challenger Basketball - Summer	$0	$0	$0
307	5K/10K Walker	$45	$46	$1
308	5K/10K Pre-registration Runner	$52	$54	$2
309	5K/10K Late registration Runner	$64	$67	$3
	Youth Programs			
310	Day Camp - Weekly	$153	$160	$7
311	Day Camp - AM/PM Care - Weekly	$39	$40	$1
312	Day Camp Excursions	$30	$32	$2
313	Kids Corner - 3 Year Olds (9weeks, 2x/week)	$264	$274	$10
314	Kids Corner - 4 Year Olds (9weeks, 3x/week)	$356	$371	$15
315	Kids Corner - Summer	$241	$251	$10
316	Birthdays	$403	$419	$16
317	Birthdays - Specialty	$460	$479	$19
318	Kids Night Out	$26	$27	$1
319	Park Program - Summer	$32	$33	$1
320	Teen Dances	$19	$20	$1
321	Teen Fashion Show	$6	$6	$0
322	Father-Daughter Night	$59	$61	$2
323	Father-Daughter Night (Additional Child)	$18	$18	$0
324	Halloween Admission	$6	$6	$0

City of Cypress
Master Fee Schedule
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Recreation and Community Services				
REF #	Description	Current Fee	New Fee	Change
	Recreation (Cont.)			
	Adult Events			
325	Special Event Exhibitor - Commercial	$128	$133	$5
326	Special Event Exhibitor - Non-Profit	$64	$67	$3
327	Special Event Exhibitor - Small Business	$64	$67	$3
328	Dining Center Event	$6	$6	$0
329	Bunco	$19	$20	$1
	Program/Class Fees			
330	Registration Fee	$2 - $12	$2 - $12	$0 - $0
331	Facility Replacement Fee	$6	$6	$0
332	Credit Card Fee	Actual Cost	Actual Cost	N/A
333	Non-Resident Fee	from $12 up to full cost	from $12 up to full cost	N/A
334	Refund Processing Fee	$18	$18	$0

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

	Additional Recreational Activities	**Fee Range**		
335	Adult Sports	$428-$527	$445-$548	$17-$21
336	Aquatics	$59-$141	$61-$146	$2-$5
337	Community Events	$6-$117	$6-$122	$0-$5
338	Day Camps	$35-$234	$37-$244	$2-$10
339	Youth Sports	$0-$293	$0-$305	$0-$12
340	Kids Corner	$223-$557	$232-$579	$9-$22
341	Teen Programs	$6-$59	$6-$61	$0-$2
342	Playground	$23-$480	$24-$500	$1-$20
343	Sr. Center Programs	$6-$176	$6-$183	$0-$7

City of Cypress
Master Fee Schedule
Effective July 1, 2023

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

A: Resident Private | C: Resident Non-Profit | E: Commercial - In-Town

B: Non-Resident Private | D: Non-Resident Non-Profit | F: Commercial - Out of Town

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

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
344	**Grand Ballroom A + B or B + Garden** (6 hour minimum Fri - Sun)	A:	$228	$252	$264	$287
345		B:	$287	$310	$322	$346
346		C:	$176	$199	$211	$234
347		D:	$234	$258	$269	$293
348		E:	$281	$305	$316	$340
349		F:	$340	$363	$375	$398

COMMUNITY CENTER - Grand Ballroom A or B or Garden

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
350	**Grand Ballroom A or B or Garden** (6 hour minimum Fri - Sun)	A:	$146	$176	$182	$211
351		B:	$205	$234	$240	$269
352		C:	$88	$105	$123	$141
353		D:	$182	$199	$182	$199
354		E:	$199	$228	$234	$264
355		F:	$258	$287	$293	$322

COMMUNITY CENTER - Grand Ballroom

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
356	**Grand Ballroom Full** (6 hour minimum Fri - Sun)	A:	$258	$293	$293	$328
357		B:	$316	$351	$351	$387
358		C:	$217	$234	$252	$269
359		D:	$275	$293	$310	$328
360		E:	$340	$369	$375	$404
361		F:	$398	$428	$434	$463

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

A: Resident Private | C: Resident Non-Profit | E: Commercial - Jn-Town

B: Non-Resident Private | D: Non-Resident Non-Profit | F: Commercial - Out of Town

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

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
344	**Grand Ballroom A + B or B + Garden** (6 hour minimum Fri - Sun)	A:	$238	$262	$274	$299
345		B:	$299	$323	$335	$360
346		C:	$183	$207	$219	$244
347		D:	$244	$268	$280	$305
348		E:	$293	$317	$329	$353
349		F:	$353	$378	$390	$414

COMMUNITY CENTER - Grand Ballroom A or B or Garden

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
350	**Grand Ballroom A or B or Garden** (6 hour minimum Fri - Sun)	A:	$152	$183	$189	$219
351		B:	$213	$244	$250	$280
352		C:	$91	$110	$128	$146
353		D:	$189	$207	$189	$207
354		E:	$207	$238	$244	$274
355		F:	$268	$299	$305	$335

COMMUNITY CENTER - Grand Ballroom

REF #	Description		Hourly Rates Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
356	**Grand Ballroom Full** (6 hour minimum Fri - Sun)	A:	$268	$305	$305	$341
357		B:	$329	$366	$366	$402
358		C:	$225	$244	$262	$280
359		D:	$286	$305	$323	$341
360		E:	$353	$384	$390	$421
361		F:	$414	$445	$451	$481

City of Cypress
Master Fee Schedule
Effective July 1, 2023

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

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

COMMUNITY CENTER - Community Room

Hourly Rates

REF #	Description		Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
362	**Community Room**	A:	$94	$105	$105	$117
363	(3 hour minimum)	B:	$129	$141	$141	$152
364		C:	$64	$82	$76	$94
365		D:	$100	$117	$111	$129
366		E:	$111	$123	$123	$135
367		F:	$146	$158	$158	$170

COMMUNITY CENTER - Arts and Crafts Room

Hourly Rates

REF #	Description		Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
368	**Arts and Crafts Room**	A:	$64	$88	$76	$100
369	(3 hour minimum)	B:	$76	$100	$88	$111
370		C:	$59	$82	$70	$94
371		D:	$70	$94	$82	$105
372		E:	$82	$100	$94	$111
373		F:	$94	$111	$105	$123

COMMUNITY CENTER - Conference Room

Hourly Rates

REF #	Description		Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
374	**Conference Room**	A:	$35	N/A	$47	N/A
375	(2 hour minimum)	C:	$47	N/A	$59	N/A

City of Cypress
Master Fee Schedule
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Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

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

COMMUNITY CENTER - Community Room

Hourly Rates

REF #	Description		Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
362	**Community Room**	A:	$98	$110	$110	$122
363	(3 hour minimum)	B:	$134	$146	$146	$158
364		C:	$67	$85	$79	$98
365		D:	$104	$122	$116	$134
366		E:	$116	$128	$128	$140
367		F:	$152	$165	$165	$177

COMMUNITY CENTER - Arts and Crafts Room

Hourly Rates

REF #	Description		Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
368	**Arts and Crafts Room**	A:	$67	$91	$79	$104
369	(3 hour minimum)	B:	$79	$104	$91	$116
370		C:	$61	$85	$73	$98
371		D:	$73	$98	$85	$110
372		E:	$85	$104	$98	$116
373		F:	$98	$116	$110	$128

COMMUNITY CENTER - Conference Room

Hourly Rates

REF #	Description		Mon-Thur	Mon-Thur w/alcohol	Fri-Sun	Fri-Sun w/alcohol
374	**Conference Room**	A:	$37	N/A	$49	N/A
375	(2 hour minimum)	C:	$49	N/A	$61	N/A

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

SENIOR CENTER - Multi-Use Room Full				
REF #	Hourly Rates			
	Description			w/alcohol
376	**Multi-Use Room Full** (6 hour minimum Fri - Sun)	A:	$164	$187
377		B:	$199	$217
378		C:	$82	$82
379		D:	$170	$187
380		E:	$223	$246
381		F:	$281	$305

SENIOR CENTER - Multi-Use Room West/Kitchen				
	Hourly Rates			
	Description			w/alcohol
382	**Multi-Use Room West/Kitchen** (6 hour minimum Fri - Sun)	A:	$129	$129
383		B:	$146	$146
384		C:	$70	$70
385		D:	$146	$146
386		E:	$170	$170
387		F:	$228	$246

SENIOR CENTER - Arts & Crafts or Exercise Room				
	Hourly Rates			
	Description			w/alcohol
388	**Arts & Crafts or Exercise Room**	A:	$70	$82
389		B:	$76	$100
390		C:	$41	$41
391		D:	$76	$88
392		E:	$88	$105
393		F:	$123	$141

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

SENIOR CENTER - Multi-Use Room Full				
REF #	Hourly Rates			
	Description			w/alcohol
376	**Multi-Use Room Full** (6 hour minimum Fri - Sun)	A:	$171	$195
377		B:	$207	$225
378		C:	$85	$85
379		D:	$177	$195
380		E:	$232	$256
381		F:	$293	$317

SENIOR CENTER - Multi-Use Room West/Kitchen				
	Hourly Rates			
	Description			w/alcohol
382	**Multi-Use Room West/Kitchen** (6 hour minimum Fri - Sun)	A:	$134	$134
383		B:	$152	$152
384		C:	$73	$73
385		D:	$152	$152
386		E:	$177	$177
387		F:	$238	$256

SENIOR CENTER - Arts & Crafts or Exercise Room				
	Hourly Rates			
	Description			w/alcohol
388	**Arts & Crafts or Exercise Room**	A:	$73	$85
389		B:	$79	$104
390		C:	$43	$43
391		D:	$79	$91
392		E:	$91	$110
393		F:	$128	$146

City of Cypress
Master Fee Schedule
Effective January 1, 2023

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

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

SENIOR CENTER - Card Room

REF #	Hourly Rates			
	Description			w/alcohol
394	**Card Room**	A:	$53	N/A
395		B:	$59	N/A
396		C:	$41	N/A
397		D:	$59	N/A
398		E:	$70	N/A
399		F:	$82	N/A

SENIOR CENTER - Conference Room

	Hourly Rates			
	Description			w/alcohol
400	**Conference Room**	A:	$35	N/A
401	(2 hour minimum)	C:	$47	N/A

Misc. Rental Fees

402	Deposit	$300
403	Deposit - Alcohol	$500
404	Second Set Up	$29-$117
405	Bar Rental	$47
406	Misc. Equipment Rental	$12-$59
407	Kitchen	$59
408	Liability Insurance - Serving Alcohol	Actual Premium
409	Liability Insurance - Serving & Selling Alcohol	Actual Premium
410	Hourly Rate after Contractual Rental Period	Double Hourly Rate

City of Cypress
Master Fee Schedule
Effective January 1, 2024

Recreation and Community Services - Facility Rentals

FACILITY RENTAL fees vary by category of organization as follows:

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

SENIOR CENTER - Card Room

REF #	Hourly Rates			
	Description			w/alcohol
394	**Card Room**	A:	$55	N/A
395		B:	$61	N/A
396		C:	$43	N/A
397		D:	$61	N/A
398		E:	$73	N/A
399		F:	$85	N/A

SENIOR CENTER - Conference Room

	Hourly Rates			
	Description			w/alcohol
400	**Conference Room**	A:	$37	N/A
401	(2 hour minimum)	C:	$49	N/A

Misc. Rental Fees

402	Deposit	$300
403	Deposit - Alcohol	$500
404	Second Set Up	$30-$122
405	Bar Rental	$49
406	Misc. Equipment Rental	$12-$61
407	Kitchen	$61
408	Liability Insurance - Serving Alcohol	Actual Premium
409	Liability Insurance - Serving & Selling Alcohol	Actual Premium
410	Hourly Rate after Contractual Rental Period	Double Hourly Rate

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Recreation and Community Services				
REF #	Description	Current Fee	New Fee	Change
	Athletic Field Rentals			
411	Athletic Field Rentals - Day Use Hourly - Resident	$29	$30	$1
412	Athletic Field Rentals - Day Use Hourly - Non-Resident	$35	$37	$2
413	Athletic Field Lights - ACUAF Groups	$12	$12	$0
414	Athletic Field Lights - Non-ACUAF Groups	$18	$18	$0
415	Roller Hockey Rink Rental Hourly	$41	$43	$2
416	Roller Hockey Rink Rental Hourly with Lights	$59	$61	$2
417	ACUAF Base Non-Resident Fee	$11	$12	$1
418	ACUAF Next Non-Resident Fee	$17	$18	$1
419	ACUAF Base Field Rental Fee	$2.00/hour	$2.00/hour	$0.00
420	ACUAF Next Field Rental Fee	$7.50/hour	$7.50/hour	$ -
421	Athletic Facility Security Deposit	$150	$150	$0
422	Lexington Park Athletic Fields (Natural and Synthetic) Hourly	$2 - $169	$2 - $176	$0 - $7
	Park Rentals			
423	Arnold Cypress Park Room - Resident / Resident Non-Profit	$53	$55	$2
424	Arnold Cypress Park Room - Non-Resident / Non-Resident Non-Profit	$64	$67	$3
425	Arnold Cypress Serving Room	$70	$73	$3
426	Arnold Cypress cleaning deposit	$100	$100	$0
427	Park Pavilion - Resident	$41	$43	$2
428	Park Pavilion - Commercial	$59	$61	$2
429	Moon Bounce - Resident	$23	$24	$1
430	Open Space Permit - Resident	$23	$24	$1
431	Lexington Park Small Pavilion-Resident (Hourly)	$23	$24	$1
432	Lexington Park Large Pavilion-Resident (Hourly)	$39	$41	$2
433	Lexington Park Equipment Storage-Resident Non-Profit (monthly)	$113	$118	$5
434	Lexington Park Food Truck (per event)	$56-$338 or 10% of gross sales	$58-$352 or 10% of gross sales	$2-$14
	Electric Vehicle Charging Stations			
435	EV Charging Station	$0.34/per kWh	$0.36/per kWh	$0.02 per kWh
436	EV Charging Station - Overstay Charge (after 3 hours)	$5/hour	$5/hour	N/A

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

SUBJECT: **Adopt a Resolution Approving a Three-Year Memorandum of Understanding with the Cypress Maintenance Employees' Association**

RECOMMENDATION

Adopt a Resolution approving a Memorandum of Understanding with the Cypress Maintenance Employees' Association from July 1, 2024 through June 30, 2027.

DISCUSSION

The City has concluded negotiations with the Cypress Maintenance Employees' Association (MEA). The MEA comprises 12 Public Works positions with an annual cost of approximately $1.2 million. The City and MEA met in good faith and reached an agreement on changes to compensation and benefits. The attached Resolution and Memorandum of Understanding (MOU) includes the following major provisions:

Term:

Three Years – July 1, 2024 through June 30, 2027

Compensation:

- 6% Cost of Living Adjustment (COLA) effective July 5, 2024
- A minimum 3% up to a maximum 4% COLA (based on CPI) effective July 4, 2025
- A minimum 3% up to a maximum 4% COLA (based on CPI) effective July 3, 2026

Health Insurance:

- Maximum monthly City paid health insurance adjustments as follows: $1,450 to $1,600 effective January 2025; $1,600 to $1,650 effective January 2026; and $1,650 to $1,700 effective January 2027.

Other Pay Provisions:

- Effective July 2024, monthly cell phone allowance will increase from $35 to $50.
- Effective January 2025, maximum annual shoe allowance will increase from $250 to $275.

- Beginning 2025, floating holiday will increase from 8 hours to 9 hours per year.
- Effective July 2025, stand-by pay will increase from $425 to $450 per assignment.
- Effective July 2025, monthly contributions to Retiree Health Savings will increase from $75 to $125.

In addition, the MOU includes miscellaneous, non-substantive corrections and language updates.

BUDGET IMPACT

The compensation and benefit adjustments conform with authorization provided by the City Council. The first year costs total approximately $73,000 and sufficient amounts are included in the proposed FY 2024-25 Budget to provide for the recommended adjustments. The annual cost increases associated with the second and third years of the agreement range between $42,000 and $66,000 and will be incorporated into future budgets. The total ongoing cost at the end of the three years ranges between $168,400 and $190,100 depending on CPI.

LEGAL REVIEW

The MOU has been reviewed by the City's legal counsel for labor relations.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - MEA MOU
MEA MOU - Final
MEA 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 CYPRESS MAINTENANCE EMPLOYEES' 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 Cypress Maintenance Employees' 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, 2024 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, 2024, 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 on July 1, 2024, and all Resolutions and parts of Resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, 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 MAINTENANCE EMPLOYEES' 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 Maintenance Employees' Association as the majority representative of the employees in the bargaining unit, which includes employees in the classifications and assignments of Maintenance Worker, Maintenance Specialist, and Mechanic.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications and assignments set forth in Section 1. above for the purpose of meeting its obligation under this Agreement, 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 shall conduct open and good faith negotiations between the City and its employees through their Maintenance Employees' Association Representatives.

ARTICLE II - NONDISCRIMINATION

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 state and federal law, the language below shall apply:

A. The ADA/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. The City has the legal obligation to meet with the individual employee or applicant to be accommodated before any adjustment is made in working conditions. The Association will not be notified of these proposed accommodations prior to implementation by the City, unless the employee desires such notice.

C. 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 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 pay changes shall be at the beginning of the closest start of the pay period, unless there is a special justification as approved by the Personnel Officer. The salary schedule shall consist of six steps (A through F) within each range.

B. The first step, A step, is the 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 step 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. The second step, B step, is a merit adjustment which may be given at the end of six months of employment, subject to the recommendation of the department head and approval of the City Manager or his designee.

D. The third (C step), fourth (D step), fifth (E step), and sixth (F step) steps are merit adjustments to encourage an employee to improve his work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one year of service at the preceding step. Each adjustment shall be made only if recommended by the department head and approved by the City Manager or his designee.

E. The Maintenance Worker classification includes a seventh (G step), eighth (H step) and ninth (I step). Advancement to the H and I steps shall be earned on performance standards. Performance standards must be maintained at each annual evaluation thereafter to remain at the H or I step.

F. 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.

G. The comprehensive wage and salary plan, as outlined herein, is based on a 40-hour workweek for all employees covered by this Agreement.

Section 2. Initial Compensation. All new employees appointed to a position in the competitive service shall be paid a salary or wage within the established range for the position's class. 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 step.

Section 3. Evaluation Date 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, for the purpose of eligibility for consideration of future compensation increases, 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, for the purpose of eligibility for consideration of future compensation increases, have the first day of the month immediately following, as their evaluation date.

C. Evaluation dates shall change upon promotion or reclassification. Evaluations 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 increased service value of the employee to the City.

C. The department head 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 department head with approval of the City Manager or his designee.

D. Employees beginning at A step must be reviewed for performance advancement prior to the completion of six months of service from the date of appointment. Thereafter, an employee must be reviewed at least once every twelve months from the effective date of his last performance step increase, special performance advancement or promotion. Nothing contained herein shall restrict the department head 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 for each step increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the department head for the purpose of maintaining uniformity of standards throughout the department.

Section 5. Salary Increases Following Promotion. When an employee in the City is promoted to a position with a higher salary range, such employee shall automatically be entitled to the lowest step in the higher salary range that would represent a salary increase of approximately 5% over the base salary received immediately prior to promotion (e.g. approximately 5% means 4.5% or higher).

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 department head and approved by the City Manager. The employee shall retain his previous anniversary date.

Section 7. Salary Following Transfers. In the case of the transfer of any employee from one position to another in the same class to which the same salary range is applicable, the employee shall remain at the same step and shall retain his same anniversary date.

Section 8. Adjustment of Salary Ranges. When a salary range for a given classification is revised upward or downward, the positions and within the affected classification shall have their existing salary adjusted to the same relative step in the new salary range and their evaluation date shall not be changed.

Section 9. 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 plans. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension.

Section 10. Salary Increases.

A. Salary increases for all represented classes will be implemented at the beginning of the pay period as follows and as reflected in Exhibit "A" attached hereto:

- Effective July 5, 2024, a 6% range adjustment.

- Effective July 4, 2025, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

- Effective July 3, 2026, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

Section 11. 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

Section 1. Standard Workweek. The standard workweek shall be 40 hours. However, all employees of the department shall be subject to be called for service at any time to meet any and all emergencies or unusual conditions which, in the opinion of the department head or designee, may require such service from any of said employees.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Definition.

A. Overtime work for regular and probationary employees shall be defined as any hours worked beyond 40 hours in a 7-day Fair Labor Standards Act (FLSA) workweek. Leave time, with the exception of sick leave, will be counted toward that calculation.

B. Time worked in excess of the normal workweek due to changes in days off or shifts shall not be considered as overtime unless the employee works more than 40 hours in a 7-day FLSA workweek. Shift changes shall not be made to avoid the payment of overtime.

Section 2. Compensation. Authorized overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay or by accruing compensatory time at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. All paid leaves will be counted as time worked, with the exception of sick leave.

Section 3. Use of Compensatory Time. Employees shall be permitted to accumulate a maximum of 80 hours of compensatory time with the following provisions: the employee will provide two working days advance notice; requests shall be for a minimum of eight hours per day and a maximum of 24 hours per three days. Exceptions may be granted in special cases where it has been determined by the Maintenance Superintendent that there will be no adverse effect on productivity. This determination shall be at the sole discretion of the Maintenance Superintendent. All accumulated compensatory time shall be paid off in December of each year, unless the employee files a written request with Human Resources Office to have up to 80 hours of accumulated compensatory time carried over to the following payroll year.

Section 4. Overtime Reporting. In order for an employee to earn compensation for overtime, he must receive prior supervisor or department head approval. Overtime worked to meet an emergency situation does not require advance approval, but shall be certified by the department head before being credited to the employee's record.

Section 5. Authorization. It is the policy of the City to avoid the necessity for overtime work. However, when overtime work is necessary and consistent with the efficient operation of the City, such overtime shall be authorized, but shall be kept at a minimum.

ARTICLE VI - SPECIAL PAY PROVISIONS

Section 1. Callback. Employees shall be paid for time worked when called back or out to duty for other than a normal shift or workday assignment and departing from the work premises as follows: Employees called back or out to work as defined above shall be paid one and one-half (1-1/2) times the employee's regular rate of pay for each hour worked on callback. Callback time shall commence from the time the employee reports to the department offices. This pay must comply with overtime rules, Article V, Section 1, regarding exclusion of sick leave during a workweek.

Section 2. Stand-by.

A. Any responses to calls during the stand-by period shall be compensated in accordance with the callback special pay provisions of this Memorandum of Understanding, Article VI, Section 1.

B. Employees assigned to stand-by status for a 7-day assignment shall be compensated at a rate of $425 per assignment for all duties within the scope of Maintenance Operations. Effective July 4, 2025, the rate will increase to $450 per assignment.

Section 3. Training Time. When an employee is sent to a training program at the request of the City, the employee shall be paid for actual hours attending the training (typically nine hours) and such hours of pay shall be credited towards the computation of overtime. The department shall also pay such reasonable expenses as may be incurred by the employee in traveling to and from the training course as well as for meals and lodging. The department head may request receipts for meals and lodging, as well as transportation, and for the purchase of any materials required by the training course. Reimbursement for lodging shall apply to training courses which require overnight lodging.

Section 4. Uniforms, Uniform Allowance and Safety Equipment.

A. All designated employees will be provided with appropriate uniforms and laundering of same as determined by the City's Personnel Officer.

B. Employees shall be allowed to wear appropriate uniform short pants as determined by the City's Personnel Officer. Such permission shall be at the sole discretion of the Maintenance Superintendent. The City shall provide uniform short pants to those employees designated by the Maintenance Superintendent as being eligible to wear said short pants.

C. The value of uniform allowance shall be reported to CalPERS as “PERSable Compensation” on behalf of all Classic members in the unit. The value reported is based upon the contract with the uniform vendor used by the City. The current uniform rental costs are as follows:

Maintenance Employee Uniforms (12 sets per week)			
Description	**Unit Price**	**Weekly Cost**	**Per Month**
Shirts	$ 0.22	$ 2.64	$ 11.44
Pants	$ 0.28	$ 3.36	$ 14.56
Shorts	$ 0.25	$ 3.00	$ 13.00
	$ 0.75	$ 9.00	$ 39.00
$18.00 Is reported to CalPERS per pay period			

The amount reported to CalPERS is subject to change, based upon changes to the vendor's contract and/or pricing and the actual usage of uniforms.

D. Each calendar year, employees will receive a voucher for up to $250 to purchase safety shoes/boots from one of the City's contracted vendors. Effective January 1, 2025, the amount of the voucher will increase to a maximum of $275 per calendar year. In the event of extreme work-related wear, with approval from the Maintenance Superintendent, an employee may receive up to an additional $100 towards the purchase of a replacement pair of safety shoes/boots. An employee will reimburse the City for the full cost of safety shoes/boots if they were purchased within 60 days of separation from the City. Human Resources will verify this information and if necessary, the cost will be deducted from the employee's final paycheck.

E. Instead of receiving a voucher, employees have the option of purchasing safety shoes/boots from an independent vendor or repairing shoes/boots they already own and receiving reimbursement for the amount specified in Section 4D. The Maintenance Superintendent must certify, in writing, to Human Resources, that the safety shoes/boots are satisfactory for the job being performed prior to the employee receiving reimbursement.

F. To be eligible for reimbursement for repairs, the employee must submit the safety shoes/boots for inspection by the Maintenance Superintendent before and after the repair work. All requests for reimbursement for safety shoes/boots or for repairs must be accompanied by a receipt initialed by the Maintenance Superintendent.

G. The City shall continue to provide other safety equipment as deemed necessary.

H. The City, at the request of the association, shall supply a new jacket to each employee covered by this Agreement every other fiscal year. The jackets will be ordered in the early summer and the jacket should be issued by the early fall. Each employee is responsible for maintaining their own jacket. An employee may continue to use their previous jacket should they wish to do so. However, the employee must consider the environment and the City's image in use of the previous jacket. The City may require the employee to use the new jacket to maintain the City's image. Employees shall return their jacket to the City upon termination from City service.

Section 5. Commercial Driver License. All employees covered by this MOU, shall possess and maintain a California Commercial Driver License (Class A or B). New employees will have six months from the date of employment to obtain a Class A or B license.

Section 6. Assignment Pay. Employees in the classification of Maintenance Workers who are assigned to Street Sweeping duties shall be compensated at 2.5% above their current salary.

Section 7. Certification Pay. Employees in assignments required to possess a Collection System Maintenance Grade 1 and/or Grade 2 Certification shall receive $75 per month.

Section 8. Cell Phone Allowance. Effective with the pay period beginning July 5, 2024, each member will receive a $50 per month cell phone allowance. The allowance is intended to compensate members for the use of their personal cell phone while working out in the field. Members will not be eligible for the allowance during a leave of absence that extends beyond 30 calendar days or during a light duty assignment which does not require the majority of the work performed offsite.

ARTICLE VII - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees: 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. Employees shall earn 8 hours for each holiday. Employees must use other forms of accrued leave to make up the difference between holiday hours earned and those required to be used when working an alternative work schedule.

B. Beginning the first pay period of the payroll year current employees shall be credited with one floating holiday (9 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. The floating holiday may be taken subject to approval of the department head 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. The floating holiday must be taken as paid time off in the payroll year of crediting. There shall be no cash payment for unused floating holiday hours.

C. If a holiday falls on an employee's scheduled day off, the holiday leave may be used during the payroll year. There shall be no carryover of unused holiday.

D. When a holiday falls on a Sunday, the following Monday shall be considered the holiday. When a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

E. Religious holidays requested off shall be done so in writing to the department head. If approved, such time shall be charged against vacation, compensatory time, personal leave, holiday or floating holiday.

Section 2. Employees Required to Work on Holidays.

A. For any hours worked on a holiday, the employee will be compensated at time and one-half (1-1/2). The employee will receive payment at his regular straight time hourly rate for hours worked and accumulate compensatory time at a rate of one-half for every hour worked. For example, if an employee works nine hours on a holiday, he will be paid nine hours of straight time and accumulate four and one-half (4-1/2) hours of compensatory time.

B. When an employee eligible for holiday pay, who is required to work on a day designated as a holiday under the provisions of the Personnel Rules, becomes ill and is unable to report for work on that day, the employee shall be paid at the straight time rate for the sick leave hours scheduled to work on said day, and the holiday hours will remain in their leave bank for use during the payroll year.

Section 3. 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.

Section 4. Holiday Closure. If City facilities are closed during the holidays (generally the week between Christmas and New Year's Day), it is expected that all non-essential maintenance employees will be off work and use accrued leave. However, employees may request to work during this period and will be accommodated if sufficient work is available. Employees who wish to work during the closure period must annually notify Public Works management by October 1.

ARTICLE VIII - PROBATIONARY PERIOD

Section 1. Regular Appointments Following Probationary Period.

A. The original appointment of every employee, other than those whose appointment is exempt, 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 six months.

C. The Personnel Officer shall notify the department head and the probationer concerned, two weeks prior to the termination of the probationary period.

D. If the service of the probationary employee has been satisfactory, the department head shall file with Human Resources a statement, in writing, to such effect stating that the retention of such employee in the service 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 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. An employee's performance evaluation shall be filed with Human Resources and made a part of the employee's personnel records, with one copy retained by the department, and one copy given to the employee.

Section 4. Rejection of a Probationary Employee.

A. During the probationary period, an employee may be suspended, demoted or rejected any time by the department head, with approval of the City Manager, 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.

B. An exception will be applied where the probationary employee's job termination or dismissal is based on charges of misconduct which stigmatizes his reputation or seriously impairs his opportunity to earn a living, or which might seriously damage his standing and association in the community. Where there is such a deprival of a "liberty interest", the employee shall be given pre-disciplinary procedural due process as defined in the Personnel Rules. Prior to the disciplinary action becoming final, the employee must be notified of his right to the appeal procedures as outlined in the Personnel Rules.

ARTICLE IX - 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.

Section 2. Vacation Accrual.

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

Hours/Month	Year of Employment	Annual Amount
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 between the first and fifteenth day of the month shall have the first day of that same month as their anniversary date.

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

Section 4. Maximum Accrual.

A. 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. Vacation shall cease accruing subsequent to reaching said maximum with further accrual occurring only upon the vacation balance falling below the maximum accumulation.

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

Section 5. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. To provide for flexibility the department can waive advanced notice requirements for requesting vacation leave if the needs of the service permits the absence of employee.

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. Request for payment shall be

made in writing to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll. For example, if an employee submits a payout request of 80 hours prior to December 15, 2024 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in December 2025 (if accrued vacation at that time is equal to or exceeds 80 hours).

Section 6. 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 Human Resources. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

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.

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

ARTICLE X - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without 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 department head, 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 Human Resources.

B. At the expiration of the approved leave, within a reasonable period of time, after notice 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, within a reasonable time after notice to return to duty, shall be cause of discharge.

C. During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive fringe benefits except as specifically provided for in this Agreement. The City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan for the first 30 days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan. 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 paid bereavement leave of absence by reason of the death or critical illness where death appears imminent in the immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, domestic partner, child, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval of said paid leave, the employee shall be allowed 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 department head an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the department head of such leave request 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, disability and life insurance, and retirement, if applicable) for the first six months of military leave. During said period, the employee shall be required to pay to the City the same co-payments as required of other employees in the bargaining unit. After the first six months of military leave, the employee may continue said health benefits at his cost.

Section 4. Pregnancy Disability Leave of Absence.

A. An employee who is disabled due to pregnancy shall be granted a pregnancy disability leave of absence for a maximum period of four months provided that a lesser period may be granted upon the request of the employee.

B. Disabilities arising out of pregnancy shall be treated the same as other temporary disabilities in terms of eligibility for, or entitlement to, sick leave with or without pay, extended sick leave, or accumulated sick leave benefits.

C. Employees are encouraged to report pregnancy. Where the nature of the duties performed are hazardous or burdensome, the employee may be required to submit medical evidence as to fitness for the performance of duties of the position.

D. Regular full-time and probationary employees shall be placed on medical leave when the employee's physician states that medical disability would interfere with the performance of the duties of the position or continuing work would be hazardous. Should disagreement arise between the department head and the employee's physician as to the hazardous nature of the job or the ability of the employee to perform the job, a physician representing the City will resolve the conflict. The decision will be binding upon all the parties.

E. Following childbirth and upon release from medical treatment for the disability resulting from the pregnancy, the employee must submit a medical statement of fitness to perform the duties of the position to Human Resources. Upon expiration of an approved pregnancy disability leave of absence, the employee shall be reinstated in the position held at the time leave was granted.

Section 5. Family Leave. The City shall comply with State and Federal Family Leave Laws.

Section 6. 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, to and including termination of employment.

ARTICLE XI - JURY DUTY

Section 1. Compensation for Jury Duty.

A. Regular or probationary employees required to report for jury duty shall be granted leave of

absence for such purpose, upon presentation of a jury notice to the department head. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the Finance Department. Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be retained by the employee.

B. If the sum of the employee's jury duty responsibilities is less than a full workday, the employee shall contact his supervisor as to the feasibility of returning to work that day.

C. The employee shall not receive regular pay for work and pay for jury service which shall be in excess of 8 hours pay in any one day.

ARTICLE XII - 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. The City may work employees in a temporary assignment for up to 10 consecutive working days without additional compensation.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on vacation leave.

Section 4. An employee shall receive temporary assignment pay at the lowest step in the higher classification salary range that would represent a salary increase of at least five percent (5%) above the employee's regular salary, for work performed within the scope and responsibilities of the higher classification on the eleventh (11th) consecutive day out of class, and for each consecutive day thereafter an employee works out of class.

Section 5. During the 10 consecutive working day eligibility period before an employee is entitled to receive temporary assignment pay, an employee may only be absent from work for 18 cumulative hours. Any absence in excess of 18 hours shall break consecutiveness and cause an employee to be ineligible to receive temporary assignment pay. Should an employee be absent in excess of 18 hours, the 10 consecutive day eligibility period shall begin the day after the employee returns to work.

Section 6. Should an employee who has served 10 consecutive days in a temporary assignment in accordance with the provisions of Sections 1 - 5 above, be assigned to that same assignment and position within a two-year period, he will receive temporary assignment pay from the first day of the subsequent temporary assignment.

Section 7. A temporary assignment shall not exceed one year.

ARTICLE XIII - 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 of, or preventative care for, an employee, or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave).

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 employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchild; sibling; or designated person.

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 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 15 calendar 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 by the City Manager on an annual basis to all permanent employees who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment 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 by the City Manager on an annual basis to all employees covered by this Agreement who have a minimum of 240 hours of accumulated sick leave on record on December 1st 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 opt for payments stated in Section 4. (A) and (B) above, must notify 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, 2024, payment will be issued in December 2025 (if eligible). The maximum number of hours eligible for payout in December 2025 will be based on the sick leave hours used in the 2025 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 or her sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.

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, 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 fifty percent (50%) compensation for that accumulated sick leave.

F. Upon death, retirement, separation of 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 fifty percent (50%) compensation.

G. In accordance with the payment plan set forth in Section 4. (E) and (F) 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 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.

C. Vacation leave may be used for sick leave purposes when sick leave is exhausted, if, (1) the employee has a certified illness and has been off work for 10 or more working days, and (2) the employee does not have a record of sick leave abuse.

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 to his department head a written request for sick leave and a written statement signed by his physician describing the nature and 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.

A. 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 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 department head for referral to and consideration by the City Manager, a written explanation of the employee's illness 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 City expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

4. The maximum period of such leave shall be three calendar months. If the employee desires an extension, he shall follow, prior to the termination of his initial leave, the procedure described in sub-paragraph (2) above.

Section 8. Related Leave Chargeable to Sick Leave.

A. An employee may be granted time off with pay for the conduct of personal business up to a maximum of 18 hours per payroll year. Sick leave utilization studies conducted by the City shall not include personal leave charged to sick leave. Employees who have exhausted 18 hours of personal leave and need to care for sick dependent children may use vacation leave and City will waive any advanced notice requirement for vacation leave. Employee must still notify supervisor as to absence.

B. Such granting of time off with pay shall be subject to the discretion of the department head and City Manager or his designee. When any such time is authorized, it shall be charged against the employee's accumulated sick leave account.

Section 9. On-the-job Injury. For all regular employees covered by this Agreement, when an employee is disabled by injury or illness arising out of and in the course of his duties for the City, he shall become entitled, regardless of his period of service with the City, to leave of absence for the period of such disability, but not exceeding one year, or until such earlier date as he is retired on permanent disability pension. Employees in this bargaining unit 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 one hundred percent (100%) of the salary. Thereafter, the employee shall receive eighty percent (80%) of salary. 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 service with the City may apply for benefits under the disability insurance plan provided by the City.

ARTICLE XIV - 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 XV - HEALTH, LIFE, DENTAL, DISABILITY AND VISION 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

Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions (medical, dental, and life insurance 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 employees and retirees choosing the PERS Health Plan, and shall pay any adjustment 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, 2024 through December 31, 2024:

Status	*City Maximum	*Employee Minimum
Employee Only	$1,450.00	$ 0
Employee + 1	$1,450.00	$ 5
Employee + Family	$1,450.00	$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	$1,600.00	$ 0
Employee + 1	$1,600.00	$ 5
Employee + Family	$1,600.00	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2026 through December 31, 2026:

Status	*City Maximum	*Employee Minimum
Employee Only	$1,650.00	$ 0
Employee + 1	$1,650.00	$ 5
Employee + Family	$1,650.00	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2027 through the end of the contract term:

Status	*City Maximum	*Employee Minimum
Employee Only	$1,700.00	$ 0
Employee + 1	$1,700.00	$ 5
Employee + Family	$1,700.00	$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.

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 group health coverage is provided to the employee (by their spouse or other coverage), shall pay a cash allowance of $300 per month. [The same concept is applied to Dental at $5 per month]. To be eligible for this "deletion" payment, the employee must provide proof, 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.

B. The City will contribute $75 per month for each employee into a Retiree Health Savings Plan. Effective January 2025, the City contribution will increase to $125 per month.

Section 2. 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 6/30/27.

Section 3. 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 6/30/27.

Section 4. Life Insurance Plan. 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 a maximum City paid coverage of $50,000 (i.e. an employee who earns $40,100 would receive $41,000).

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 6/30/27.

Section 5. Disability Insurance Plan. The City shall provide a long-term disability insurance plan for all employees covered by this agreement. The City shall pay one hundred percent (100%) of the premium for the employee's long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE XVI - RETIREMENT

Section 1. The City shall continue to make contributions for regular “Classic” employees (i.e. those who do not meet the definition of “New Member” under the California Public Employees’ Pension Reform

Act (PEPRA)) to the PERS plan known as two percent (2%) at fifty-five (55). Publications relating to employee benefits and rights shall be posted in the Employees' lounges when received by the City.

Section 2. The City shall pay the Employer Paid Member Contribution (EPMC) to their retirement plan subject to *Section 3*, and place it in the employees' individual accounts.

Section 3. “Classic” employees hired prior to July 1, 2018 shall contribute 3% of the EPMC and the City will pay the remaining 4%.

Section 4. “Classic” employees hired after July 1, 2018 shall pay the full 7% of the EPMC.

The EPMC is not reported to CalPERS as special compensation.

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

Section 6. The City's PERS 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 PERS contract shall provide for single highest year when calculating retirement benefits for employees hired prior to January 1, 2013.

Section 8. Employees hired after January 1, 2013 who meet the definition of New Members under PEPRA are subject to all laws, statutes, rules and regulations of PEPRA. New members are generally, but not exclusively, those employees hired on or after January 1, 2013 who are not already CalPERS members, or those employees who were CalPERS members as a result of employment for another CalPERS agency, but then had a 6-month break in service before starting to work for the City.

Section 9. In the event the City and its employees are required to participate in the Federal Social Security program, the employee contribution designated by law to be the responsibility of the employee, and the City shall not be obligated to pay or “pick up” any portion thereof.

ARTICLE XVII - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement. 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 (July 1 to June 30) reimbursement for the cost of tuition, fees and books to attend accredited colleges taking courses pursuant to the employee’s training and education programs. Coursework eligible for reimbursement shall include courses taken in pursuit of a college degree, including general education courses, a job-related certificate program, vocational courses, or courses that are job-related or for career enhancement.

ARTICLE XVIII - 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 XIX - LAYOFF PROCEDURES

Section 1. Policy.

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be terminated 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 a minimum of one month's notice, and written notice of the reasons for such action. The City will discuss with the Association the impact of the layoff and alternatives available. 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 terminated by the department head 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 XX - 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 time 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 department head and City Manager, 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 department head 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 XXI - TRANSFER, PROMOTION AND DEMOTION

Section 1. Transfer.

A. An employee may be transferred at any time from one position to another position in the same or comparable class having the same salary range and reasonably similar qualifications. Transfer involving a change from one department to another will require consent of both department heads unless the City Manager orders the transfer. Transfers shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in this Agreement. No person may be transferred to a position for which he does not possess the minimum qualifications. Transfers shall be accomplished, when practicable, with consideration of the City's Affirmative Action Plan. The City Manager may require a transferring employee to serve a new probationary period.

B. For purposes of this Agreement, a transfer shall not include the reassignment of personnel within the internal operation of the department as may be made from time to time by the department head.

Section 2. 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 City Manager shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the department head, 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 considered 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, with consideration for the City's Affirmative Action Plan.

Section 3. Demotion.

A. The department head, with approval of the City Manager, 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 City Manager.

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 three working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

ARTICLE XXII - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Section 1. Dues Deductions. The City shall deduct twice monthly the amount of Association regular and periodic dues and insurance premiums as may be specified by the Association.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employee's salary pursuant to this Article.

Section 3. Union Training. One member of the Association Board will be granted one day of paid time (up to 9 hours) per year to attend seminars or training relevant to employee-employer relations, grievance representation, and other Association/Union business. The board member will provide at least 30 days' advance written notice to City management, specifying the date, time and location of the seminar or training and will be accommodated if there is adequate staffing available as determined by the Maintenance Superintendent.

ARTICLE XXIII- 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 to perform all responsibilities listed below in Section 2, "Association Responsibility", in good faith, the City may suspend any and all of the rights, privileges, accorded to the Association under 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 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 A, "Prohibited Conduct", and return to work.

B. If the Association performs all of the responsibilities set forth in Section A 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 A "Prohibited Conduct".

ARTICLE XXIV – GRIEVANCE PROCEDURE

Section 1. The Grievance Procedure is defined in the Personnel Rules and Regulations.

ARTICLE XXV – 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 a City vehicle.

Section 3. Employees shall not smoke or use tobacco products at any time in public view of City Hall, the Community Center or the Senior Center.

Section 4. Violation of this Article may result in appropriate disciplinary action.

ARTICLE XXVI – WORKSITE ACCESS

Section 1. Union representatives shall have the right to use the City's break room at the Corporation Yard for Union meetings during the employees' lunch break. The Union shall provide a written request five business days prior to the date requested.

ARTICLE XXVII - 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 XXVIII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

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 (FY 2024 - 2027), the MEA agrees to review any mandated revisions to the "Alcohol and Controlled Substance Prevention Program Policy and Testing Program."

Section 3. During the term of this Agreement (FY 2024 – 2027), the MEA agrees to review any proposed changes to the City Personnel Rules and Regulations.

ARTICLE XXIX - 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 XXX- 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 XXXI - 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 XXXII - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. The term of this Memorandum of Understanding shall commence at 12:00 A.M. July 1, 2024, and shall continue in full force and effect until 11:59 P.M. June 30, 2027.

ARTICLE XXXIII - 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 and the Association.

CITY OF CYPRESS

By: _____ Date: 6/6/24
Matt Burton, Director of Finance and Administrative Services

By: _____ Date: 6/6/24
Regina Nguyen, Human Resources Manager

CYPRESS MAINTENANCE EMPLOYEES' ASSOCIATION

By: _____ Date: 6-6-24
Thaddeus Sawyer, President

By: _____ Date: 6-7-24
Thomas Murray, Union Representative

By: _____ Date: 6/6/24
Gilbert Gomez, Union Representative

By: _____ Date: 6/7/24
Michael Grijalva, Business Representative

EXHIBIT "A"

Maintenance Employees' Association
Effective 7/5/24

Regular F/Time Classifications	SALARY RANGES (Per Month/Hour)								
	A	B	C	D	E	F	G	H	I
Maintenance Specialist	$5,286	$5,551	$5,827	$6,118	$6,423	$6,748			
	30.4962	32.0250	33.6173	35.2962	37.0558	38.9308			
Mechanic	$5,033	$5,286	$5,551	$5,827	$6,118	$6,423			
	29.0365	30.4962	32.0250	33.6173	35.2962	37.0558			
Maintenance Worker	$4,138	$4,348	$4,570	$4,797	$5,033	$5,286	$5,551	$5,827	$6,118
	23.8731	25.0846	26.3654	27.6750	29.0365	30.4962	32.0250	33.6173	35.2962

Effective July 4, 2025, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

Effective July 3, 2026, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS AND THE CYPRESS MAINTENANCE EMPLOYEES' 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 Maintenance Employees' Association as the majority representative of the employees in the bargaining unit, which includes employees in the classifications and assignments of Maintenance Worker, Maintenance Specialist, and Mechanic.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications and assignments set forth in Section 1. above for the purpose of meeting its obligation under this Agreement, 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 shall conduct open and good faith negotiations between the City and its employees through their Maintenance Employees' Association Representatives.

ARTICLE II - NONDISCRIMINATION

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 state and federal law, the language below shall apply:

A. The ADA/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. The City has the legal obligation to meet with the individual employee or applicant to be accommodated before any adjustment is made in working conditions. The Association will not be notified of these proposed accommodations prior to implementation by the City, unless the employee desires such notice.

C. 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 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 pay changes shall be at the beginning of the closest start of the pay period, unless there is a special justification as approved by the Personnel Officer. The salary schedule shall consist of six steps (A through F) within each range.

B. The first step, A step, is the 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 step 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. The second step, B step, is a merit adjustment which may be given at the end of six months of employment, subject to the recommendation of the department head and approval of the City Manager or his designee.

D. The third (C step), fourth (D step), fifth (E step), and sixth (F step) steps are merit adjustments to encourage an employee to improve his work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one year of service at the preceding step. Each adjustment shall be made only if recommended by the department head and approved by the City Manager or his designee.

E. The Maintenance Worker classification includes a seventh (G step), eighth (H step) and ninth (I step). Advancement to the H and I steps shall be earned on performance standards. Performance standards must be maintained at each annual evaluation thereafter to remain at the H or I step.

F. 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.

G. The comprehensive wage and salary plan, as outlined herein, is based on a 40-hour work week for all employees covered by this Agreement.

Section 2. Initial Compensation. All new employees appointed to a position in the competitive service shall be paid a salary or wage within the established range for the position's class. 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 step.

Section 3. Evaluation Date 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, for the purpose of eligibility for consideration of future compensation increases, 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, for the purpose of eligibility for consideration of future compensation increases, have the first day of the month immediately following, as their evaluation date.

C. Evaluation dates shall change upon promotion or reclassification. Evaluations 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 increased service value of the employee to the City.

C. The department head 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 department head with approval of the City Manager or his designee.

D. Employees beginning at A step must be reviewed for performance advancement prior to the completion of six months of service from the date of appointment. Thereafter, an employee must be reviewed at least once every twelve months from the effective date of his last performance step increase, special performance advancement or promotion. Nothing contained herein shall restrict the department head 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 for each step increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the department head for the purpose of maintaining uniformity of standards throughout the department.

Section 5. Salary Increases Following Promotion. When an employee in the City is promoted to a position with a higher salary range, such employee shall automatically be entitled to the lowest step in the higher salary range that would represent a salary increase of approximately 5% over the base salary received immediately prior to promotion (e.g. approximately 5% means 4.5% or higher).

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 department head and approved by the City Manager. The employee shall retain his previous anniversary date.

Section 7. Salary Following Transfers. In the case of the transfer of any employee from one position to another in the same class to which the same salary range is applicable, the employee shall remain at the same step and shall retain his same anniversary date.

Section 8. Adjustment of Salary Ranges. When a salary range for a given classification is revised upward or downward, the positions and within the affected classification shall have their existing salary adjusted to the same relative step in the new salary range and their evaluation date shall not be changed.

Section 9. 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 plans. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension.

Section 10. Salary Increases.

A. Salary increases for all represented classes will be implemented at the beginning of the pay period as follows and as reflected in Exhibit "A" attached hereto:

~~Effective July 9, 2021, a 2.5% range adjustment.~~

- ~~Effective July 8, 2022, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 2% to a maximum 3% range adjustment.~~

- ~~Effective July 7, 2023, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 2% to a maximum 3% range adjustment.~~

- Effective July 5, 2024, a 6% range adjustment.

- Effective July 4, 2025, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

- Effective July 3, 2026, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

~~Section 11. One-Time Payment.~~

~~All active employees in this bargaining unit who are employed with the City on July 1, 2021 and have worked a minimum of 1,500 hours during the period April 1, 2020 through May 28, 2021, shall receive a one-time non-PERSable gross payment of $6,000.~~

~~All active employees in this bargining unit who are employed with the City on July 1, 2021 and have worked a minimum of 750 hours during the period April 1, 2020 through May 28, 2021, shall receive a one-time non-PERSable gross payment of $3,000.~~

~~These monies are 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. Payments will be included in a regular payroll within 40 days of ratification of this agreement.~~

~~The parties agree and stipulate that the "premium pay" payment 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 "premium pay" amounts shall be subject to all mandated State/Federal withholdings and shall not be deemed an adjustment to any recipient's base salary, salary range or salary step. Furthermore, the "premium pay" will at no time be considered or used in the calculation of overtime compensation.~~

Section 11~~2~~. 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

Section 1. Standard Workw~~-W~~eek. The standard work~~-~~week shall be 40 hours. However, all employees of the department shall be subject to be called for service at any time to meet any and all emergencies or unusual conditions which, in the opinion of the department head or designee, may require such service from any of said employees.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Definition.

A. Overtime work for regular and probationary employees shall be defined as any hours worked beyond 40 hours in a 7-day Fair Labor Standards Act (FLSA) workweek. Leave time, with the exception of sick leave, will be counted toward that calculation.

B. Time worked in excess of the normal work ~~-~~week due to changes in days off or shifts shall not be considered as overtime unless the employee works more than 40 hours in a 7-day FLSA workweek. Shift changes shall not be made to avoid the payment of overtime.

Section 2. Compensation. Authorized overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay or by ~~allowing~~ accruing compensatory time ~~off~~ at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. All paid leaves will be counted as time worked, with the exception of sick leave.

Section 3. Use of Compensatory Time. Employees shall be permitted to accumulate a maximum of 80 hours of compensatory time with the following provisions: the employee will provide two working days advance notice; requests shall be for a minimum of eight hours per day and a maximum of 24 hours per three days. Exceptions may be granted in special cases where it has been determined by the Maintenance Superintendent that there will be no adverse effect on productivity. This determination shall be at the sole discretion of the Maintenance Superintendent. All accumulated compensatory time shall be paid off in December of each year, unless the employee files a written request with Human Resources Office to have up to 80 hours of accumulated compensatory time carried over to the following payroll year.

Section 4. Overtime Reporting. In order for an employee to earn compensation for overtime, he must receive prior supervisor or department head approval. Overtime worked to meet an emergency situation does not require advance approval, but shall be certified by the department head before being credited to the employee's record.

Section 5. Authorization. It is the policy of the City to avoid the necessity for overtime work. However, when overtime work is necessary and consistent with the efficient operation of the City, such overtime shall be authorized, but shall be kept at a minimum.

ARTICLE VI - SPECIAL PAY PROVISIONS

Section 1. Callback. Employees shall be paid for time worked when called back or out to duty for other than a normal shift or work ~~-~~day assignment and departing from the work premises as follows: Employees called back or out to work as defined above shall be paid one and one-half (1-1/2) times the employee's regular rate of pay for each hour worked on callback. Callback time shall commence from the time the employee reports to the department offices. This pay must comply with overtime rules, Article V, Section 1, regarding exclusion of sick leave during a work week.

Section 2. Stand-by.

A. Any responses to calls during the stand-by period shall be compensated in accordance with the callback special pay provisions of this Memorandum of Understanding, Article VI, Section 1.

B. ~~Effective July 9, 2021, e~~Employees assigned to stand- by status for a 7-day assignment shall be compensated at a rate of $425 ~~$400~~ per assignment for all duties within the scope of Maintenance

Operations. Effective July 48,20252, the rate will increase to $45025 per assignment.

Section 3. Training Time. When an employee is sent to a training program at the request of the City, the employee shall be paid for actual hours attending the training (typically nine hours) and such hours of pay shall be credited towards the computation of overtime. The department shall also pay such reasonable expenses as may be incurred by the employee in traveling to and from the training course as well as for meals and lodging. The department head may request receipts for meals and lodging, as well as transportation, and for the purchase of any materials required by the training course. Reimbursement for lodging shall apply to training courses which require overnight lodging.

Section 4. Uniforms, Uniform Allowance and Safety Equipment.

A. All designated employees will be provided with appropriate uniforms and laundering of same as determined by the City's Personnel Officer.

B. Employees shall be allowed to wear appropriate uniform short pants as determined by the City's Personnel Officer. Such permission shall be at the sole discretion of the Maintenance Superintendent. The City shall provide uniform short pants to those employees designated by the Maintenance Superintendent as being eligible to wear said short pants.

C. The value of uniform allowance shall be reported to CalPERS as "PERSable Compensation" on behalf of all Classic members ~~eligible employees~~ in the unit. The value reported is based upon the contract with the uniform vendor used by the City. The current uniform rental costs are as follows:

Maintenance Employee Uniforms (11 sets per week, with exception of coveralls)			
Description	**Unit Price**	**Weekly Cost**	**Per Month**
Shirts	$ 0.20	$ 2.20	$ 9.53
Pants	$ 0.19	$ 2.09	$ 9.06
Shorts	$ 0.15	$ 1.65	$ 7.15
Coveralls (2 per week)	$ 0.29	$ 0.58	$ 2.51
	$ 0.83	$ 6.52	$ 28.25
13.04 Is reported to CalPERS per pay period			

Maintenance Employee Uniforms (12 sets per week)			
Description	**Unit Price**	**Weekly Cost**	**Per Month**
Shirts	$ 0.22	$ 2.64	$ 11.44
Pants	$ 0.28	$ 3.36	$ 14.56
Shorts	$ 0.25	$ 3.00	$ 13.00
	$ 0.75	$ 9.00	$ 39.00
$18.00 Is reported to CalPERS per pay period			

The amount reported to CalPERS is subject to change, based upon changes to the vendor's contract and/or pricing and the actual usage of uniforms.

D. ~~All designated~~ Each calendar year, employees will ~~shall~~ receive a voucher for up to $250 to

purchase safety shoes/boots from one of the City's contracted vendors~~reimbursement up to $250 total for safety shoes or boots and any repairs to the new shoes or boots during each calendar year~~. Effective January 1, 2025, the amount of the voucher will increase to a maximum of $275 per calendar year. In the event of extreme work~~-~~related wear, with approval from the Maintenance Superintendent, an employee may receive up to an additional $100 towards the purchase of a replacement pair of safety shoes/boots. An employee will reimburse the City for the full cost of safety shoes/boots if they were purchased within 60 days of separation from the City. Human Resources will verify this information and if necessary, the cost will be deducted from the employee's final paycheck.

E. Instead of receiving a voucher, employees have the option of purchasing safety shoes/boots from an independent vendor or repairing shoes/boots they already own and receiving reimbursement for the amount specified in Section 4D. The Maintenance Superintendent ~~employee's division supervisor~~ must certify, in writing, to Human Resources ~~the Personnel Officer~~, that the safety shoes~~/ or~~ boots are satisfactory for the job being performed prior to the employee receiving reimbursement.

F. To be eligible for ~~the~~ reimbursement for repairs, the employee must submit the safety shoes/boots for inspection by the Maintenance Superintendent before and after the repair work. All requests for reimbursement for shoes/boots or for repairs must be accompanied by a receipt initialed by the Maintenance Superintendent.

G. The City shall continue to provide other safety equipment as deemed necessary.

H. The City, at the request of the association, shall supply a new jacket to each employee covered by this Agreement every other fiscal year. The jackets will be ordered in the early summer and the jacket should be issued by the early fall. Each employee is responsible for maintaining their ~~his~~ own jacket. ~~Each~~An ~~-~~employee may ~~maintain~~ continue to use their ~~his~~ previous jacket should they wish to do so ~~for use in work that produces excess wear.~~ However, the employee must consider the environment and the City's image in use of the previous jacket. The City may require the employee to use the new jacket to maintain the City's image. Employees shall return their ~~his~~ jacket to the City upon termination from City service.

Section 5. Commercial Driver License. All employees covered by this MOU, shall possess and maintain a California Commercial Driver License (Class A or B). New employees will have six months from the date of employment to obtain a Class A or B license.

Section 6. Assignment Pay. Employees in the classification of Maintenance Workers who are assigned to Street Sweeping duties shall be compensated at 2.5% above their current salary. ~~If employee in current assignment of Lead Maintenance Worker does not promote to the open Maintenance Specialist position, the employee will be Y stepped to the Lead Maintenance Worker rate of pay.~~

Section 7. Certification Pay. Employees in assignments required to possess a Collection System Maintenance Grade 1 and/or Grade 2 Certification shall receive $75 per month.

Section 8. Cell Phone Allowance. Effective with the pay period beginning July 5, 2024, ~~Beginning July 9, 2021,~~ each member will receive a $50~~35~~ per month cell phone allowance. The allowance is intended to compensate members for the use of their personal cell phone while working out in the field. Members will not be eligible for the allowance during a leave of absence that extends beyond 30 calendar days or during a light duty assignment which does not require the majority of the work performed offsite.

ARTICLE VII - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular

employees: 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. Employee shall earn 8 hours for each holiday. Employees must use other forms of accrued leave to make up the difference between holiday hours earned and those required to be used when working an alternative work schedule.

B. Beginning the first pay period of the payroll year current employees shall be credited with one floating holiday (98 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. The floating holiday may be taken subject to approval of the department head 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. The floating holiday must be taken as paid time off in the payroll year of crediting. There shall be no cash payment for unused floating holiday hours.

C. Employees who are scheduled to work on a holiday will receive overtime pay for hours worked on the holiday. If a the holiday falls on an employee's their scheduled day off, the holiday leave may be used during the payroll year. There shall be no carryover of unused holiday.

D. When a ny 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.

E. Religious holidays requested off shall be done so in writing to the department head. If approved, such time shall be charged against vacation, compensatory time, personal leave, holiday or floating holiday.

Section 2. Employees Required to Work on Holidays.

A. Any employee eligible for holiday pay, required to work on a day designated as a holiday under the provisions of the Personnel Rules, shall be paid at the straight time rate for the normal work hours on said day, and, in addition, shall receive pay equal to and in lieu of time off for said holiday. Hours worked in excess of the normal work hours on such holiday shall be considered as overtime hours and shall be compensated for under the appropriate overtime pay provisions. For any hours worked on a holiday, the employee shall will be compensated accumulate compensatory time at the rate of one time and one-half (1-1/2) hours for each hour worked. The employee will receive payment at his regular straight time hourly rate for hours worked and accumulate compensatory time at a rate of one-half for every hour worked. For example, if an employee works nine hours on a holiday, he will be paid nine hours of straight time and accumulate four and one-half (4-1/2) hours of compensatory time. When a holiday falls on a normally assigned day off for an employee who is eligible to receive holiday pay, that employee shall receive additional pay equal to and in lieu of time off for said holiday. Said additional pay equal to and in lieu of time off for said holiday shall be 8 hours at the employee's regular straight time hourly rate of pay.

B. When an employee eligible for holiday pay, who is required to work on a day designated as a holiday under the provisions of the Personnel Rules, becomes ill and is unable to report for work on that day, the employee shall be paid at the straight time rate for the sick leave hours scheduled to work on said day, and the holiday hours will remain in their leave bank for use during the payroll year.in addition will receive pay equal to and in lieu of time off for said holiday.

Section 3. 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.

Section 4. Holiday Closure. If City facilities are closed during the holidays (generally the week between Christmas and New Year's Day), it is expected that all non-essential maintenance employees will be off work and use accrued leave. However, employees may request to work during this period and will be accommodated if sufficient work is available. Employees who wish to work during the closure period must annually notify Public Works management by October 1.

ARTICLE VIII - PROBATIONARY PERIOD

Section 1. Regular Appointments Following Probationary Period.

A. The original appointment of every employee, other than those whose appointment is exempt, 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 six months.

C. The Personnel Officer shall notify the department head and the probationer concerned, two weeks prior to the termination of the probationary period.

D. If the service of the probationary employee has been satisfactory, the department head shall file with Human Resources a statement, in writing, to such effect stating that the retention of such employee in the service 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 ~~City Manager or his designee~~.

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 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. An employee's performance evaluation shall be filed with Human Resources and made a part of the employee's personnel records, with one copy retained by the department, and one copy given to the employee.

Section 4. Rejection of a Probationary Employee.

A. During the probationary period, an employee may be suspended, demoted or rejected any time by the department head, with approval of the City Manager, 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 ~~the Personnel Officer~~.

B. An exception will be applied where the probationary employee's job termination or dismissal is based on charges of misconduct which stigmatizes his reputation or seriously impairs his opportunity to earn a living, or which might seriously damage his standing and association in the community. Where there is such a deprival of a "liberty interest", the employee shall be given pre-disciplinary procedural due process as defined in the Personnel Rules. Prior to the disciplinary action becoming final, the employee

must be notified of his right to the appeal procedures as outlined in the Personnel Rules.

ARTICLE IX - VACATION

Section 1. Eligibility. All regular, full-time ~~and part-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.

Section 2. Vacation Accrual.

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

Hours/Month	Year of Employment	Annual Amount
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 between the first and fifteenth day of the month shall have the first day of that same month as their anniversary date.

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

Section 4. Maximum Accrual.

A. 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. Vacation shall cease accruing subsequent to reaching said maximum with further accrual occurring only upon the vacation balance falling below the maximum accumulation.

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

Section 5. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. To provide for flexibility the department can waive advanced notice requirements for requesting vacation leave if the needs of the service permits the absence of employee.

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. Request for payment shall be made in writing to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll~~on the employee's anniversary date~~. For example, if an employee ~~with an anniversary date of April 1~~ submits a payout request of 8040 hours prior to December 15, 2024~~1~~ and is deemed eligible to receive a payout, the employee will be paid for 8040 hours in December 2025 (if accrued vacation at that time is equal to or exceeds 80 hours)~~ April 2022~~.

Section 6. 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 Human Resources. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

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.

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

ARTICLE X - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without 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 department head, 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 Human Resources.

B. At the expiration of the approved leave, within a reasonable period of time, after notice 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, within a reasonable time after notice to return to duty, shall be cause of discharge.

C. During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive fringe benefits except as specifically provided for in this Agreement. The City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan for the first 30 days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan. 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 paid bereavement leave of absence by reason of the death or critical illness where death appears imminent in the immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, domestic partner, child, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval of said paid leave, the employee shall be allowed a maximum of 40 hours~~five working days. Employees shall receive 8 hours of pay for each day of 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 department head an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the department head of such leave request 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, disability and life insurance, and retirement (if applicable) for the first six months of military leave. During said period, the employee shall be required to pay to the City the same co-payments as required of other employees in the bargaining unit. After the first six months of military leave, the employee may continue said health benefits at his cost.

Section 4. Pregnancy Disability Leave of Absence.

A. An employee who is disabled due to pregnancy shall be granted a pregnancy disability leave of absence for a maximum ~~minimum~~ period of four months provided that a lesser period may be granted upon the request of the employee.

B. Disabilities arising out of pregnancy shall be treated the same as other temporary disabilities in terms of eligibility for, or entitlement to, sick leave with or without pay, extended sick leave, or accumulated sick leave benefits.

C. Employees are encouraged to report pregnancy. Where the nature of the duties performed are hazardous or burdensome, the employee may be required to submit medical evidence as to fitness for the performance of duties of the position.

D. Regular full-time and probationary employees shall be placed on medical leave when the employee's physician states that medical disability would interfere with the performance of the duties of the position or continuing work would be hazardous. Should disagreement arise between the department head and the employee's physician as to the hazardous nature of the job or the ability of the employee to perform the job, a physician representing the City will resolve the conflict. The decision will be binding upon all the parties.

E. Following childbirth and upon release from medical treatment for the disability resulting from the pregnancy, the employee must submit a medical statement of fitness to perform the duties of the position to Human Resources. Upon expiration of an approved pregnancy disability leave of absence, the employee shall be reinstated in the position held at the time leave was granted.

Section 5. Family Leave. The City shall comply with State and Federal Family Leave Laws.

Section 6. 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, to and including termination of employment.

ARTICLE XI - JURY DUTY

Section 1. Compensation for Jury Duty.

A. Regular or probationary employees required to report for jury duty shall be granted leave of absence for such purpose, upon presentation of a jury notice to the department head. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the Finance Department. Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be retained by the employee.

B. If the sum of the employee's jury duty responsibilities is less than a full work day, the employee shall contact his supervisor as to the feasibility of returning to work that day.

C. The employee shall not receive regular pay for work and pay for jury service which shall be in excess of 8 hours pay in any one day.

ARTICLE XII - 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. The City may work employees in a temporary assignment for up to 10 consecutive working days without additional compensation.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on vacation leave.

Section 4. An employee shall receive temporary assignment pay at the lowest step in the higher classification salary range that would represent a salary increase of at least five percent (5%) above the employee's regular salary, for work performed within the scope and responsibilities of the higher classification on the eleventh (11th) consecutive day out of class, and for each consecutive day thereafter an employee works out of class.

Section 5. During the 10 consecutive working day eligibility period before an employee is entitled to receive temporary assignment pay, an employee may only be absent from work for 18 cumulative hours. Any absence in excess of 18 hours shall break consecutiveness and cause an employee to be ineligible to receive temporary assignment pay. Should an employee be absent in excess of 18 hours, the 10 consecutive day eligibility period shall begin the day after the employee returns to work.

Section 6. Should an employee who has served 10 consecutive days in a temporary assignment in accordance with the provisions of Sections 1 - 5 above, be assigned to that same assignment and position within a two-year period, he will receive temporary assignment pay from the first day of the subsequent temporary assignment.

Section 7. A temporary assignment shall not exceed one year.

ARTICLE XIII - 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 of, or preventative care for, an employee, or as authorized by the Personnel Officer under the provisions of

the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave).

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 employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchild; ~~or~~ sibling; or designated person.

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 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 15 calendar 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 by the City Manager on an annual basis to all permanent 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 the City Manager~~ 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 by the City Manager on an annual basis to all employees covered by this Agreement 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 the City Manager,~~ 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 opt for payments stated in Section 4. (A) and (B) above, must notify 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, 2024~~1~~, payment will be issued in December 2025~~2~~ (if eligible). The maximum number of hours eligible for payout in December 2025~~2~~ will be based on the sick leave hours used in the 2025~~2~~ 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 or her sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.

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, 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

fifty percent (50%) compensation for that accumulated sick leave.

F. Upon death, retirement, separation of 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 fifty percent (50%) compensation.

G. In accordance with the payment plan set forth in Section 4. (E) and (F) 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 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.

C. Vacation leave may be used for sick leave purposes when sick leave is exhausted, if, (1) the employee has a certified illness and has been off work for 10 or more working days, and~~,~~ (2) the employee does not have a record of sick leave abuse.

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 to his department head a written request for sick leave and a written statement signed by his physician describing the nature and 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.

A. 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 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 department head for referral to and consideration by the City Manager, a written explanation of the employee's illness 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 City expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

4. The maximum period of such leave shall be three calendar months. If the employee desires an

extension, he shall follow, prior to the termination of his initial leave, the procedure described in sub-paragraph (2) above.

Section 8. Related Leave Chargeable to Sick Leave.

A. An employee may be granted time off with pay for the conduct of personal business up to a maximum of 18 hours per payroll year. Sick leave utilization studies conducted by the City shall not include personal leave charged to sick leave. Employees who haves exhausted 18 hours of for personal business leave and need may use vacation leave to care for sick dependent children who stay at home may use vacation leave and City will waive any advanced notice requirement for vacation leave. Employee must still notify supervisor as to absence.

B. Such granting of time off with pay shall be subject to the discretion of the department head and City Manager or his designee. When any such time is authorized, it shall be charged against the employee's accumulated sick leave account.

Section 9. On-the-job Injury. For all regular employees covered by this Agreement, when an employee is disabled by injury or illness arising out of and in the course of his duties for the City, he shall become entitled, regardless of his period of service with the City, to leave of absence for the period of such disability, but not exceeding one year, or until such earlier date as he is retired on permanent disability pension. Employees in this bargaining unit 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 one hundred percent (100%) of the salary. Thereafter, the employee shall receive eighty percent (80%) of salary. 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 service with the City may apply for benefits under the disability insurance plan provided by the City.

ARTICLE XIV - 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 XV - HEALTH, LIFE, DENTAL, DISABILITY AND VISION 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

Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions (medical, dental, and life insurance 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 employees and retirees choosing the PERS Health Plan, and shall pay any adjustment 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, 2024 through December 31, 2024:

Status	*City Maximum	*Employee Minimum
Employee Only	$1,450.00	$ 0
Employee + 1	$1,450.00	$ 5
Employee + Family	$1,450.00	$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	$1,600.00	$ 0
Employee + 1	$1,600.00	$ 5
Employee + Family	$1,600.00	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2026 through December 31, 2026:

Status	*City Maximum	*Employee Minimum
Employee Only	$1,650.00	$ 0
Employee + 1	$1,650.00	$ 5
Employee + Family	$1,650.00	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2027 through the end of the contract term:

	*City	*Employee

Status	Maximum	Minimum
Employee Only	$1,700.00	$ 0
Employee + 1	$1,700.00	$ 5
Employee + Family	$1,700.00	$10

~~The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period July 1, 2021 through December 31, 2021:~~

~~Status~~	~~*City Maximum~~	~~*Employee Minimum~~
~~Employee Only~~	~~$1,250.00~~	~~$ 0~~
~~Employee + 1~~	~~$1,250.00~~	~~$ 5~~
~~Employee + Family~~	~~$1,250.00~~	~~$10~~

~~The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2022 through December 31, 2022:~~

~~Status~~	~~*City Maximum~~	~~*Employee Minimum~~
~~Employee Only~~	~~$1,325.00~~	~~$ 0~~
~~Employee + 1~~	~~$1,325.00~~	~~$ 5~~
~~Employee + Family~~	~~$1,325.00~~	~~$10~~

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

~~Status~~	~~*City Maximum~~	~~*Employee Minimum~~
~~Employee Only~~	~~$1,400.00~~	~~$ 0~~
~~Employee + 1~~	~~$1,400.00~~	~~$ 5~~
~~Employee + Family~~	~~$1,400.00~~	~~$10~~

~~The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2024 through the end of the contract term:~~

~~Status~~	~~*City Maximum~~	~~*Employee Minimum~~
~~Employee Only~~	~~$1,450.00~~	~~$ 0~~
~~Employee + 1~~	~~$1,450.00~~	~~$ 5~~
~~Employee + Family~~	~~$1,450.00~~	~~$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.

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 group health coverage is provided to the employee (by their spouse or other coverage), shall pay a cash allowance of $300 per month. [The same concept is applied to Dental at $5 per month]. ~~If the employee wants to have all or a portion of the deferred compensation payment to be credited towards the dependent coverage cost, then the remaining balance, if any, shall be credited to the employee's deferred compensation account.~~ To be eligible for this "deletion" payment, the employee must provide proof, 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.

B. The City will contribute $75 per month for each employee into a Retiree Health Savings Plan. Effective January 2025, the City contribution will increase to $125 per month.

Section 2. 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 6/30/274.

Section 3. 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 6/30/274.

Section 4. Life Insurance Plan. 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 a maximum City paid coverage of $50,000 (i.e. an employee who earns $40,100 would receive $41,000).

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 6/30/274.

Section 5. Disability Insurance Plan. The City shall provide a long-term disability insurance plan for all employees covered by this agreement. The City shall pay one hundred percent (100%) of the premium for the employee's long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE XVI - RETIREMENT

Section 1. The City shall continue to make contributions for regular “Classic” employees (i.e. those who do not meet the definition of “New Member” under the California Public Employees’ Pension Reform

Act (PEPRA)) to the PERS plan known as two percent (2%) at fifty-five (55). Publications relating to employee benefits and rights shall be posted in the Employees' lounges when received by the City.

Section 2. The City shall pay the Employer Paid Member Contribution (EPMC) to their retirement plan subject to *Section 3*, and place it in the employees' individual accounts.

Section 3. "Classic" employees hired prior to July 1, 2018 shall contribute 3% of the EPMC and the City will pay the remaining 4%.

Section 4. "Classic" employees hired after July 1, 2018 shall pay the full 7% of the EPMC.

The EPMC is not reported to CalPERS as special compensation.

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

Section 6. The City's PERS 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 PERS contract shall provide for single highest year when calculating retirement benefits for employees hired prior to January 1, 2013.

Section 8. Employees hired after January 1, 2013 who meet the definition of New Members under PEPRA are subject to all laws, statutes, rules and regulations of PEPRA. New members are generally, but not exclusively, those employees hired on or after January 1, 2013 who are not already CalPERS members, or those employees who were CalPERS members as a result of employment for another CalPERS agency, but then had a 6-month break in service before starting to work for the City.

Section 9. In the event the City and its employees are required to participate in the Federal Social Security program, the employee contribution designated by law to be the responsibility of the employee, and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE XVII - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement. 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 (July 1 to June 30) reimbursement for the cost of tuition, fees and books to attend accredited colleges taking courses pursuant to the employee's training and education programs. Coursework eligible for reimbursement shall include courses taken in pursuit of a college degree, including general education courses, a job-related certificate program, vocational courses, or courses that are job-related or for career enhancement.

ARTICLE XVIII - 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 XIX - LAYOFF PROCEDURES

Section 1. Policy.

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be terminated 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 a minimum of one month's notice, and written notice of the reasons for such action. The City will discuss with the Association the impact of the layoff and alternatives available. 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 terminated by the department head 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 XX - 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 time 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 department head and City Manager, 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 department head 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 XXI - TRANSFER, PROMOTION AND DEMOTION

Section 1. Transfer.

A. An employee may be transferred at any time from one position to another position in the same or comparable class having the same salary range and reasonably similar qualifications. Transfer involving a change from one department to another will require consent of both department heads unless the City Manager orders the transfer. Transfers shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in this Agreement. No person may be transferred to a position for which he does not possess the minimum qualifications. Transfers shall be accomplished, when practicable, with consideration of the City's Affirmative Action Plan. The City Manager may require a transferring employee to serve a new probationary period.

B. For purposes of this Agreement, a transfer shall not include the reassignment of personnel within the internal operation of the department as may be made from time to time by the department head.

Section 2. 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 City Manager shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the department head, 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 considered 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, with consideration for the City's Affirmative Action Plan.

Section 3. Demotion.

A. The department head, with approval of the City Manager, 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 City Manager.

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 three working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

ARTICLE XXII - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Section 1. Dues Deductions. The City shall deduct twice monthly the amount of Association regular and periodic dues and insurance premiums as may be specified by the Association.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employee's salary pursuant to this Article.

Section 3. Union Training. One member of the Association Board will be granted one day of paid time (up to 9 hours) per year to attend seminars or training relevant to employee-employer relations, grievance representation, and other Association/Union business. The board member will provide at least

30 days' advance written notice to City management, specifying the date, time and location of the seminar or training and will be accommodated if there is adequate staffing available as determined by the Maintenance Superintendent.

ARTICLE XXIII- 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 to perform all responsibilities listed below in Section 2, "Association Responsibility", in good faith, the City may suspend any and all of the rights, privileges, accorded to the Association under 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 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 A, "Prohibited Conduct", and return to work.

B. If the Association performs all of the responsibilities set forth in Section A 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 A "Prohibited Conduct".

ARTICLE XXIV – GRIEVANCE PROCEDURE

Section 1. The Grievance Procedure is defined in the Personnel Rules and Regulations.

ARTICLE XXV – 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 a City vehicle.

Section 3. Employees shall not smoke or use tobacco products at any time in public view of City Hall, the Community Center or the Senior Center.

Section 4. Violation of this Article may result in appropriate disciplinary action.

ARTICLE XXVI – WORKSITE ACCESS

Section 1. Union representatives shall have the right to use the City's break room at the Corporation Yard for Union meetings during the employees' lunch break. The Union shall provide a written request five business days prior to the date requested.

ARTICLE XXVII - 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 XXVIII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

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 (FY 2024~~1~~ - 2027~~4~~), the MEA agrees to review any mandated revisions to the "Alcohol and Controlled Substance Prevention Program Policy and Testing Program."

Section 3. During the term of this Agreement (FY 2024~~1~~ – 2027~~4~~), the MEA agrees to review any proposed changes to the City Personnel Rules and Regulations.

ARTICLE XXIX - 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 XXX- 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 XXXI - 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 XXXII - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. The term of this Memorandum of Understanding shall commence at 12:00 A.M. July 1, 2024~~1~~, and shall continue in full force and effect until 11:59 P.M. June 30, 2027~~4~~.

ARTICLE XXXIII - 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 and the Association.

CITY OF CYPRESS

By:_____Date:_____
Matt Burton, Director of Finance and Administrative Services

By:_____Date:_____
Regina Nguyen, Human Resources Manager

CYPRESS MAINTENANCE EMPLOYEES' ASSOCIATION

By:_____Date:_____
Thaddeus Sawyer, President

By:_____Date:_____
Thomas Murray, Union Representative

By:_____Date:_____
Gilbert Gomez, Union Representative

By:_____Date:_____
Michael Grijalva, Business Representative

EXHIBIT "A"

Maintenance Employees' Association
Effective 7/5/24

Regular F/Time Classifications	SALARY RANGES (Per Month/Hour)								
	A	B	C	D	E	F	G	H	I
Maintenance Specialist	$5,286	$5,551	$5,827	$6,118	$6,423	$6,748			
	30.4962	32.0250	33.6173	35.2962	37.0558	38.9308			
Mechanic	$5,033	$5,286	$5,551	$5,827	$6,118	$6,423			
	29.0365	30.4962	32.0250	33.6173	35.2962	37.0558			
Maintenance Worker	$4,138	$4,348	$4,570	$4,797	$5,033	$5,286	$5,551	$5,827	$6,118
	23.8731	25.0846	26.3654	27.6750	29.0365	30.4962	32.0250	33.6173	35.2962

Effective July 4, 2025, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

Effective July 3, 2026, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 3% to a maximum 4% range adjustment.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

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

RECOMMENDATION

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

2. Adopt a Resolution establishing salary ranges and authorizing a $2,000 one-time payment for Mid-Management positions.

DISCUSSION

The City Council recently completed considering pay and benefits for Executive Management and Mid-Management positions. Management employees comprise 24 positions throughout all departments with an annual cost of approximately $5.5 million. Executive Management employees are at-will and Mid-Management employees are not represented by a bargaining unit and therefore, neither group is subject to the meet-and-confer process.

It is recommended the City provide Executive Management and Mid-Management positions:

- A 3% cost-of-living adjustment (COLA) effective July 5, 2024; and
- A minimum 3% to a maximum 3.5% COLA (based on the May CPI-U) effective July 4, 2025.

The recommended adjustments will help keep wages in line with inflation, assist in retention/recruitment, prevent potential compaction issues, provide certainty for budgeting/forecasting, and enhance employee relations and morale. The City Manager's employment agreement incorporates the COLA for Executive Management (as a percentage) and will be adjusted in July 2024 and July 2025. It is also recommended Mid-Management employees hired prior to May 1, 2024 be provided a $2,000 one-time payment in July 2024. This one-time payment is not related to any specific accomplishments and is not pensionable compensation. No other changes to compensation are recommended.

BUDGET IMPACT

The recommended salary and benefit cost adjustments for FY 2024-25 total approximately $173,800 (including the one-time payment to Mid-Management positions) for the 24 positions and City Manager and sufficient amounts are available in the proposed FY 2024-25 Budget. Beginning in FY 2025-26, the annual ongoing cost impacts are $306,900 and will be incorporated into future budgets.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - Executive Management Salaries

Resolution - Mid Management Salaries

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. 6908 ESTABLISHING SALARY RANGES FOR EXECUTIVE MANAGEMENT POSITIONS

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

BE IT RESOLVED BY THE CITY COUNCIL of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, that Resolution No. 6908 be amended and that the salary ranges for positions in Executive Management be approved as follows:

A. **Monthly Salary Ranges effective July 5, 2024.** Monthly salary ranges will be adjusted by three percent (3%) and shall be as follows:

POSITION	**MONTHLY SALARY RANGE**
Chief of Police	$18,764 – $22,012
Director of Finance and Administrative Services	$17,141 – $20,570
Director of Public Works	$17,141 – $20,570
Director of Planning	$15,297 – $18,368
Director of Recreation and Community Services	$13,371 – $16,715

B. **Monthly Salary Ranges effective July 4, 2025.** Monthly salary ranges will be adjusted between three percent and three and one-half percent (3% - 3.5%), based on the May CPI-U.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS
STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, AMENDING RESOLUTION NO. 6909 ESTABLISHING SALARY RANGES FOR MID-MANAGEMENT POSITIONS

WHEREAS, the Personnel Rules and Regulations of the City of Cypress require salary range adjustments be approved by Resolution of the City Council, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District; and

BE IT RESOLVED BY THE CITY COUNCIL of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, that Resolution No. 6909 be amended and that the salary ranges for positions classified as Mid-Management be approved as follows:

A. **Monthly Salary Ranges effective July 5, 2024.** Monthly salary ranges will be adjusted by three percent (3%) and shall be as follows:

POSITION	**MONTHLY SALARY RANGE**
City Engineer	$11,925 – $15,739
Asst. Dir. of Finance & Admin. Services/Finance Manager	$11,925 – $15,739
Assistant City Engineer	$10,803 – $14,185
Information Technology Manager	$10,803 – $14,185
Business Development Manager	$10,016 – $13,580
City Clerk	$10,016 – $13,580
Human Resources Manager	$10,016 – $13,580
Maintenance Superintendent	$9,736 – $12,656
Recreation and Community Services Manager	$9,736 – $12,656
Network Administrator	$8,430 – $11,345
Senior Management Analyst	$7,332 – $9,803
Maintenance Supervisor	$6,753 – $8,781
Police Support Services Supervisor	$6,753 – $8,781
Recreation Supervisor	$6,753 – $8,781

B. **Monthly Salary Ranges effective July 4, 2025.** Monthly salary ranges will be adjusted between three percent and three and one-half percent (3% - 3.5%), based on the May CPI-U.

C. ONE-TIME PAYMENT

All eligible employees in the Mid-Management group shall receive a one-time group distribution Retention Stimulus of $2,000 which shall be paid in conjunction with the pay period ending July 19, 2024.

The Retention Stimulus payment is not salary or performance based, is not considered special compensation or incentive pay and therefore, does not meet the requirements for reportable compensation to CalPERS. The gross distribution shall be subject to all mandated State/Federal withholding and will have no impact on base salary, salary range or step.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS
STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

SUBJECT: **Adopt a Resolution Establishing Salary and Benefits for Confidential Positions.**

RECOMMENDATION

Adopt a Resolution amending Resolution No. 6940 establishing salary and benefits for non-represented Confidential positions.

DISCUSSION

The City Council recently completed considering pay for employees in positions classified as Confidential. Confidential employees are not represented by a bargaining unit and therefore are not subject to the meet-and-confer process. There are six budgeted Confidential positions with an annual cost of approximately $737,000. One Confidential position is currently under-filled with a position represented by the Cypress Employees' Association (CEA).

It is recommended the City provide employees in the Confidential group:

- A 3.5% cost-of-living adjustment (COLA) effective July 5, 2024; and
- A minimum 3% COLA up to a maximum 3.5% COLA (based on the May CPI-U) effective July 4, 2025.

The recommended adjustments will help keep compensation in line with inflation, assist in retention/recruitment, address potential compaction issues, provide certainty for budgeting/forecasting, and enhance employee relations and morale. Confidential employees will continue to receive benefits consistent with the CEA, which is incorporated in the updated resolution.

The Communications and Marketing Analyst and Human Resources Assistant positions were included in Resolution No. 6940, but are not included in the proposed FY 2024-25 Budget. Therefore, both positions have been removed from the recommended salary and benefits resolution.

BUDGET IMPACT

The recommended salary and benefit adjustments for FY 2024-25 total approximately $18,500 for the six Confidential positions. Actual FY 2024-25 costs will likely be less due to one position being vacant and another position being under-filled. Sufficient amounts are incorporated into the proposed FY 2024-25 Budget to provide for the recommended salary and benefit adjustments. Beginning in FY 2025-26, annual ongoing cost impacts total $37,700 and will be incorporated into future budgets.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - Confidential Salary and Benefits

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. 6940 ESTABLISHING SALARY RANGES AND BENEFITS FOR CONFIDENTIAL POSITIONS

WHEREAS, the Personnel Rules and Regulations of the City of Cypress require adjustments to salary ranges and benefits be approved by Resolution of the City Council, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District; and

BE IT RESOLVED BY THE CITY COUNCIL of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, that Resolution No. 6940 be amended and that the salary ranges and benefits for positions classified as Confidential be approved as follows:

A. **Monthly Salary Ranges effective July 5, 2024.** Monthly salary ranges will be adjusted by three and one-half percent (3.5%) and shall be as follows:

POSITION	**MONTHLY/HOURLY PAY RANGE**								
	A	***A1***	**B**	***B1***	**C**	***C1***	**D**	***D1***	**E**
Accounting Supervisor	$8,243 $47.5557	$8,449 $48.7442	$8,654 $49.9269	$8,870 $51.1730	$9,087 $52.4250	$9,315 $53.7403	$9,543 $55.0557	$9,781 $56.4288	$10,019 $57.8019
Human Resources Analyst	$7,332 $42.3000	$7,514 $43.3500	$7,697 $44.4057	$7,888 $45.5076	$8,079 $46.6096	$8,283 $47.7865	$8,485 $48.9519	$8,698 $50.1807	$8,909 $51.3980
Management Analyst	$7,332 $42.3000	$7,514 $43.3500	$7,697 $44.4057	$7,888 $45.5076	$8,079 $46.6096	$8,283 $47.7865	$8,485 $48.9519	$8,698 $50.1807	$8,909 $51.3980
Executive Assistant	$6,113 $35.2673	$6,264 $36.1384	$6,416 $37.0153	$6,577 $37.9442	$6,737 $38.8673	$6,908 $39.8538	$7,077 $40.8288	$7,254 $41.8500	$7,429 $42.8596
Payroll Coordinator	$6,113 $35.2673	$6,264 $36.1384	$6,416 $37.0153	$6,577 $37.9442	$6,737 $38.8673	$6,908 $39.8538	$7,077 $40.8288	$7,254 $41.8500	$7,429 $42.8596
Recording Secretary/ Deputy City Clerk	$5,947 $34.3096	$6,098 $35.1807	$6,245 $36.0288	$6,404 $36.9461	$6,561 $37.8519	$6,723 $38.7865	$6,890 $39.7500	$7,061 $40.7365	$7,233 $41.7288

B. **Monthly Salary Ranges effective July 4, 2025.** Monthly salary ranges will be adjusted between three percent and three and one-half percent (3% - 3.5%), based on the May CPI-U.

C. Other Benefits – Confidential employees shall be provided other benefits as provided to the Cypress City Employees' Association.

D. Auto Allowance – The City Manager shall have the authority to provide individual Confidential employees with a monthly auto allowance of up to $75 if a position is required to routinely drive a personal vehicle during the course of their regular duties.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/10/2024

SUBJECT: **Approve a Design Contract for Myra Avenue Pump Station No. 1, Project 300**

RECOMMENDATION

1. Approve an agreement with AKM Consulting Engineers, for $1,436,897, and authorize a contingency of $215,000; and

2. Appropriate $206,075 in the Capital Projects Fund for the Design of Myra Avenue Pump Station No. 1, Project 300; and

3. Transfer $206,075 from the Infrastructure Reserve Fund to the Capital Projects Fund.

DISCUSSION

Myra Avenue Stormwater Pump Station No. 1 (5100 Myra Avenue) serves the drainage area bounded by Moody Street, Walker Street, and Cerritos Avenue. The pump station is over 60 years old, and its service area has a history of flooding. The pump station has reached the end of its useful life and requires upgrades to comply with current Orange County Flood Control District standards.

The City Council approved a task order with AKM Consulting Engineers (AKM) in January 2023 to evaluate the pump station and provide design options, including use of the adjacent City-owned parcel. Due to the specialized nature of the engineering and design services needed to prepare plans and specifications, Public Works issued a Request for Proposals for professional design services to 15 firms that expressed interest. Public Works received one proposal from AKM while the other firms declined to participate, citing a number of reasons including current workload.

AKM is highly qualified, prepared the City’s current Master Plan of Drainage, and developed plans and specifications for the other two Myra Avenue pump stations. AKM's work on the other Myra Avenue pump stations and on No. 1's preliminary design report and conceptual design will save time and costs. AKM's scope or work and schedule are similar to the two successful Myra stormwater pump station projects.

Preparing plans and specifications will take approximately 15 months. AKM's scope of work includes pre-qualifying contractors, which is typical for projects of this size/complexity and is the same process that was used for the previous pump station projects and the Arnold Cypress Park rehabilitation. AKM will assist in pre-purchasing and procuring materials such as switchgears, pumps, motors, and generators which may have lead times in excess of one year.

BUDGET IMPACT

Project costs are estimated to not exceed $1,651,897 and $1,445,822 is available in the Capital Projects Fund for project design. A supplemental appropriation of $206,075 and a fund transfer from the Infrastructure Reserve Fund to the Capital Projects Fund is necessary to proceed with the project.

Amounts are available in the Infrastructure Reserve Fund to pay for these additional costs, inflation continues to dramatically impact construction costs and the City has had to repeatedly draw on these accumulated reserves to deliver CIP and unanticipated projects. While the City's strong financial position affords this option, it is not sustainable. To avoid falling into a situation that requires the cancelation or delay of future projects due to rising costs, a comprehensive review of the CIP and Infrastructure Reserves is planned for FY 2024-25.

LEGAL REVIEW

The City Attorney has reviewed and approved the agreements as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract Agreement

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

AKM CONSULTING ENGINEERS

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
AKM CONSULTING ENGINEERS

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2024 by and between the City of Cypress, a California municipal corporation ("City") and AKM CONSULTING ENGINEERS ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one million, four hundred thirty-six thousand, eight hundred ninety-seven Dollars ($1,436,897) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Zeki Kayiran Emin Kayiran

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract

Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons

for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager

and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Scott Minikus, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

AKM Consulting Engineers

By:

Name: Zeki Kayiran
Title: President

By:

Name: Mehmet Kayiran
Title: Chief Financial Officer

Address: 553 Wald
Irvine, CA 92618

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

AKM will design the pump station in complete accord with the Hydraulic Institute Standards, including ANSI/HI 9.8, latest edition for Pump Intake design. Design will optimize the wet well with respect to its depth and volume provided to eliminate the possibility of frequent pump cycling. Use of suction umbrellas will aid in reducing the depth requirement, as may an in-line detention basin.

While the existing pump station's availability during the construction will provide some flexibility in scheduling, AKM firmly believes that the long lead items be pre-purchased by the City. AKM will prepare pre-purchase specifications for the pumps, motors, switchgear, and the standby generator. This will reduce the duration the contractor has to be on site, and minimize nuisance for the neighbors. It will also allow most of the construction to be scheduled for the non-rainy period, as well as consider the school schedule.

AKM will assist the City with creating a list of pre-qualified contractors for the project.

AKM will create shoring, dewatering, excavation and monitoring requirements based upon the information developed through our geotechnical investigation. It will include acceptable shoring methods, such as hydraulic press-in plates, as well as a requirement for contractor's the shoring and dewatering design engineers to review and acknowledge each other's design. The requirements will include settlement monitoring as well as inclinometers.

AKM anticipates installation of dewatering wells for the excavations, and will also include specifications for monitoring and maintenance of the system.

Basis of Design Report will document all contract requirements, and will include:

- Conditions of discharge to Carbon Creek Channel and disposition of correspondence with the County of Orange
- Hydrologic and Hydraulic Studies reflecting the results of the above
- Wet well design
- Pump selection – capacity, total dynamic head, submergence
- Wet well and superstructure ventilation
- Noise abatement
- Superstructure and its architecture
- Geotechnical investigation, shoring, and dewatering
- Phasing of construction
- Civil design – site grading, access, security
- Electrical service and improvements – service plan, loads, switchboard, MCC, grounding, lighting
- Control system and SCADA, including upgrades to the central SCADA system
- Natural gas service
- Emergency generator and automatic transfer switch

Additional information on our proposed Scope of Work and methodologies for the successful

completion of this important project.

Task 1: Investigation and Document Review
AKM has prepared the Preliminary Design report for the Myra Avenue Pump Station No. 1 and is intimately familiar with all aspects of the required design and the City's needs. Limited effort is required for this task.

Task 2: Project Schedule
The purpose of this task is to prepare a detailed Microsoft Project schedule. The schedule will consider the long-lead items such as pumps, motors, generators, variable frequency drives, transfer switches, switchgears, and trash racks, to name a few. The schedule will take into account the possibility of preparing pre-purchase specifications and contract documents so that long lead items can be procured and are available prior to the closest wet season, although, unlike for Myra Avenue Stormwater Pump Stations No.2 and 3, the existing pump station will be fully available during the construction of the new pump station.

Task 3: Meetings
This task accounts for the anticipated internal and external meetings. This includes:

- Attending the kickoff meeting to discuss design parameters, site-specific conditions, community concerns, project goals, and objectives.
- Attending progress review meetings with City staff at the 30%, 60%, 90% and Final 100% construction plans.
- Meeting as necessary with the City and Orange County Flood Control District, adjacent properties, and any other entity impacted by this project. Meetings will include the preparation of agendas and subsequent meeting minutes.
- Conducting weekly in-house reviews and implementing AKM's diligent QA/QC program.

Task 4: Perform Hydrologic and Hydraulic Engineering Analyses
AKM conducted thorough hydrologic computations for the Myra Avenue Pump Station No. 1 watershed. Minimal effort is required to finalize the hydrology for this project. This task will mostly refine the hydraulic computations for the storm drain system and the hydraulics of the pump station. In this, the hydraulic models will be adjusted to match the project survey (Task 7). This task will also include the hydraulic analyses, design and siting (and the precise sizes and locations) of catch basins.

Task 5: Permits
This task accounts for the processing of permit applications for the following entities: Orange County Flood Control District, Orange County Healthcare Agency, City of Cypress Fire Department and City of Cypress Building Department.

- Orange County Flood Control District (c/o County of Orange Public Works): Revise previously submitted drawings and resubmit documents to the OCFCD in order to secure an encroachment permit for the connection to Carbon Creek Channel (OCFCD Facility B01).

- City of Cypress Building Department: Prepare and submit the necessary drawings and documents to the City of Cypress Building Department in order to secure the required permit.
- South Coast Air Quality Management District: We will select pre-approved generators, verify their certification, and require the Contractor to obtain the permit to operate.

It is assumed that fees associated with external permits will be paid for by the City and those issued by the City will be waived.

Task 6: Utilities

The purpose of this task is to define the alignment and profiles of the various utilities which would be impacted by the project or would serve the pump station. Those utilities include electrical, cable, telephone, natural gas, sewer, water and any other existing or new utility. The following will be accomplished under this task:

- Identify utilities that require potholing to verify depth and location.
- Plot utilities' locations and profiles.
- Provide utility relocation recommendations.

Task 7: Survey, Geotechnical, Landscape Architecture and Environmental

Survey:

AKM's survey sub-contractor will perform control surveys and supplemental detailed surveys to define the project's property boundary, topography, site facilities, and develop the base sheets for use in the design of this facility. AKM's sub-consultant will complete a topographic survey map of the site and prepare base maps for construction plans in accordance with the accepted professional surveying standards.

The survey will include: Control Surveys (horizontal and vertical), Field Topography, Aerial Topography and Mapping.

Geotechnical:

AKM's geotechnical sub-contractor will conduct the necessary geotechnical investigations and prepare recommendations for the proper design of the pump station and below-ground retarding basin. The following is a summarization of some of the effort involved in this sub-task:

- Data compilation and engineering analysis of the information obtained from the background review, subsurface evaluation, and laboratory testing. The engineering analyses will include:
    a. Suitability of the site for the proposed construction from a geotechnical perspective.
    b. Description of the site's geology and on-site soils anticipated during construction, including soil classification, physical description of soils encountered, consistency of soils, depth to groundwater, and measured thicknesses of existing pavement and base materials.
    c. Excavation characteristics, including caving potential, oversize materials, hard materials, etc.

d. Shoring considerations, including suitable shoring methods, installation difficulties, and lateral earth pressures.
e. Suitable materials for backfilling trenches.
f. Evaluation of the corrosion potential of on-site soils.

- Preparation of a geotechnical evaluation report for the project presenting the results of the field exploration, laboratory testing, and engineering analysis, as well as conclusions and recommendations relative to the geotechnical aspects of the project design and construction.
- Conducting Hazardous Building Materials Survey (HBMS), which includes:

  - A California Division of Occupation Safety and Health (DOSH) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) will survey and inspect the building at the site for suspected ACMs. Up to 80 bulk samples of suspected ACMs will be collected from the building. The survey will be performed in accordance with local, state, and federal requirements for asbestos surveys. Typical building materials to be collected will include representative interior and exterior walls, ceiling material, flooring material, mastics, piping insulation, and roofing material. Laboratory analysis by the EPA recommended method of Polarized Light Microscopy (PLM) will be performed on the samples by an independent, sub-contracted laboratory certified by the National Voluntary Laboratories Accreditation Program. The bulk samples will be analyzed with a 4-day turn-around time (TAT). In addition, up to 8 of the 80 bulk samples are included to be further analyzed by PLM 400-point count analysis with a 4-day TAT.

  - Accessible painted surfaces will be screened for lead content with an X-Ray fluorescence (XRF) analyzer by a California Department of Public Health (CDPH) Lead Related Construction (LRC) Lead Inspector/Assessor or a Sampling Technician. The XRF will be operated in accordance with the Performance Characteristic Sheet associated with the instrument. Painted and varnished surfaces in every "room equivalent," including the exterior of the structures, will be screened for the presence of LBP. The survey of the painted surfaces will be patterned after the United States Department of Housing and Urban Development (HUD) guidelines inspection protocol which is documented in the "HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Chapter 7: Lead-Based Paint Inspection". Other non-painted accessible surfaces which often contain lead (e.g., ceramic tile, porcelain fixtures) will also be tested.

  - A visual evaluation of the building will be performed to quantify miscellaneous hazardous building materials including Universal Waste Rule materials. This includes but is not limited to, potential mercury-containing switches, polychlorinated biphenyls (PCBs)-containing light ballasts and switches, fluorescent and metal vapor lights, Freon-containing refrigeration systems, rodent droppings which may be present in ceiling plenum spaces, and tritium containing exit signs which may be potentially affected by the upcoming demolition activities.

- A survey report will be prepared for the building and the report will document the current conditions of sampled ACMs, LBPs, and estimated quantities of hazardous building materials from the site building in preparation for the planned demolition. The report will document field procedures (methodology) and results of the survey data, including field drawn sampling locations of ACMs and LBPs, laboratory reports, findings, and recommendations in preparation for the demolition of the structures.

Landscape Architecture:
Under this task, AKM's Landscape Architecture sub-contractor will integrate the facility into the adjacent surroundings, while protecting existing trees on adjacent properties to maintain the mature appearance of the area.
We anticipate that the landscape at the site will feature California adapted, drought tolerant plantings which will be selected to display the many varied options available for a low water consumption garden. In addition to aesthetically appealing plantings, the design will feature a combination of decorative inert ground covering materials. The irrigation system will be designed to meet all current City and State mandated restrictions on water consumption and will be equipped with a state-of-the-art weather-based controller.

Environmental:
Under this task, AKM's environmental sub-contractor will prepare the City-provided CEQA Checklist and attend conference calls with Community Development Department staff to address comments on the CEQA Checklist. It is anticipated that this project will likely fall under the determination of a "Categorical Exemption" with no Special Studies.

Task 8: Mechanical, Electrical System and Instrumentation
This task will prepare the mechanical, electrical and instrumentation aspects of the pump station. The following is a summary of the tasks:

- Mechanical: The Mechanical tasks will generally consist of the following:
  - Design of pumps, motors, submersible pumps, pump bell and discharge conduit, ventilation system and temperature control.
  - Design plans and profiles
  - Specifications and Special Provisions
  - Bidding support
  - Construction Support, including assistance with functional testing
- Electrical: The Electrical tasks will generally consist of the following:
  - Design the pump station's electrical systems including electrical power for pump operation, variable frequency drives, switch gear and coordination with Southern California Edison.
  - Design plans
  - Specifications and Special Provisions
  - Bidding support
  - Construction Support, including assistance with functional testing
- Instrumentation: The Instrumentation tasks will generally consist of the following:
  - Instrumentation Services
  - City workshop to discuss control strategies, HMI displays, standards
  - PLC programming

- HMI screens (PLC panel and SCADA)
- Build and test the Panel
- Fully document the PLC program including PLC database etc.
- System startup and testing
- Operator's manual
- Train City's operators and maintenance personnel

- Implementation Services
  - Implementation services, including all the hardware and software, will be completed as part of the construction contract phase and is not included in this proposal.

Task 9: Design of Pump Station Structure

This task will engineer (computations, plans and specifications) the structural components of the project, including:

- Structural analyses and design of a fire-hardened/resilient pump station structure, including foundation, pump and motor support, trash grate structure and pump station appurtenant systems. The new pump station shall include accessibility systems for future removal, maintenance and replacement of the major pump station components such as the pumps and motors
- Design of pump station security perimeter fencing
- Demolition plans for existing building (located at future pump station site)
- Demolition plans for existing wet well and pump station
- Design plans, sections and details
- Specifications and Special Provisions
- Bidding support
- Construction Support

Task 10: Construction Plans and Basis of Design Report

- Construction Plans: This task will prepare the project plans at the 30%, 60% and 90% stages, based upon the various technical components of the project.
- Basis of Design Report: The Basis of Design report will be prepared under this task and will include the project plans, design criteria, hydrological/hydraulic/structural/mechanical/electrical computations, equipment, equipment concerns, any non-standard conditions, estimated construction costs and estimated construction schedule.

Task 11: Design Seminar

Under this task, AKM will prepare a design seminar presentation, which will include PowerPoint slides and descriptive animations of the storm water cycle through the Myra Pump Station No. 1 watershed, pump station and its outlet. AKM will attend/present this seminar at the City, document all questions and prepare detailed responses.

Task 12: Conduct One Evening Seminar

Under this task, a list of invitees will be prepared for an evening seminar presentation for the public. AKM will prepare a more public-friendly presentation, which fully conveys the significant

benefits of this project. This presentation will include the tailored (for public communication) PowerPoint slides as well as the animated stormwater cycle, prepared under task 11.
AKM will attend/present this seminar at the City, document all questions and prepare detailed responses.

Task 13: Final 100% Pump Station Plans
The final plans and specifications includes: construction plans, specifications and cost estimates (and bid schedule). At this phase, all comments from the City, including those from the design seminar, City seminar, utility owners, property owners, and permitting agencies would have been addressed. This task will:

- Prepare 100% Basis of Design Report
- Prepare Final 100% plans and profiles including construction details and pertinent information necessary for the construction of the improvements.
- Prepare Final 100% project specifications
- Prepare Final 100% engineers estimate
- Prepare Final 100% bid schedule
- Assemble the Final 100% construction package which will include: a) signed Mylar drawings; b) engineer's estimate/bid schedule); c) construction schedule; d) camera-ready specifications; e) specifications in MS Word format; f) copies of permits and standard drawings; and g) electronic AutoCAD copy of the drawings

Task 14: Specifications and Special Provisions
This task will prepare the 90% and Final 100% project specifications and special provisions.

Task 15: Quantity Calculation
This task will prepare the quantity calculations based upon the Final 100% project plans and specifications.

Task 16: Engineer's Cost Estimate
This task will prepare the Engineers Cost Estimate utilizing the finalized quantity calculations in Task 15 the latest product pricing applicable to the Southern California region, as well as our extensive database of similar construction bids.

Task 17: Design Notebook
This task will prepare the Design Notebook, which will include the following:

- Basis of Design Report
- Final 100% construction plans and specifications
- Operation and Maintenance Manuals - The Operation and Maintenance Manuals will be prepared by the Contractor and reviewed for completeness and accuracy by AKM. The Operation and Maintenance Manuals will be used for personnel training and maintenance of the equipment. These manuals will include tracings, photocopies, or other suitable reproductions of the equipment nameplates to provide for future equipment service and replacement parts procurement. Complete installation, operation, and maintenance instructions including troubleshooting guides, lubrication guides and or charts, equipment performance curves and performance test results if applicable will be included. Manufacturer's recommended spare parts list detailing the part number, cost, and normal

availability of these parts, as well as detailed site-specific equipment drawings and layouts will be included. Manufacturer's warranty and warranty claim information showing the name, address, and telephone number of the manufacturer, local parts and service provider information of the source of replacement parts and service nearest to the project site will also be provided. This will include name, address, telephone number, business hours, and emergency after hours telephone numbers

Task 18: Final Acceptance
This task will resolve any remaining issues, prepare the project's conformed mylars and CAD drawings, final specifications, and make the final submittal of the deliverables to the City.

Task 19: Quality Assurance/Quality Control
A key element in the successful completion of any project is the implementation of a quality assurance/quality control program. Quality Assurance and Quality Control (QA/QC) will be performed by the Project Administrator, who will be responsible for monitoring methods and procedures of the project implementation. Weekly reviews of the work will be performed as part of the QA/QC process. We will require each subcontractor to conduct QA/QC of their work in compliance with AKM's procedures and certify that it is performed for each submittal to AKM.

In general, every assignment at AKM is managed by principals of the firm in order to ensure that the project receives the utmost in detailed attention. All work is thoroughly reviewed by senior company officers and construction management staff prior to any milestone submittal to ensure the highest quality of the design plans, specifications, engineer's estimates, and other related documents. It is AKM's policy that the assigned Project Manager and the QA/QC Manager shall conduct this quality control procedure in accordance with the AKM's standard quality control plan.

To achieve an optimum product, AKM has assigned an experienced project manager to this project, who has managed public organizations and major projects across southern California jurisdictions. AKM will provide project management by:

- Creating an initial schedule with milestones using the latest version of Microsoft Project
- Attending the kickoff meeting to discuss design parameters, site-specific conditions, project goals, and objectives
- Attending progress review meetings with City staff at the 30%, 60%, 90% and Final 100% plans and Basis of Design report.
- Coordinating the work with the City, Orange County Flood Control District, adjacent properties, and any other entity impacted by this project. We will prepare agendas and subsequent meeting-minutes for each meeting
- Conducting weekly in-house reviews and implementing AKM's diligent QA/QC program
- Review of subcontractor work
- Maintaining close communication with the City's Project Manager
- Adhering to the City-specified schedule
- Adhering to the project's budget

Task 20: Bidding Services
The purpose of this task is to provide support to the City by:

- Preparing the necessary documents and questionnaires for pre-qualification of contractors
- Assisting the City with review of pre-qualification submittals
- Responding to bidders questions
- Attending the pre-bid meeting and job walk
- Preparing addenda
- Review of submitted bids
- Assist City in pre-purchasing and procuring materials with long-lead times. This includes switchgear, motor control centers including the variable frequency drives and bypass solid state starters, pumps, motors, standby natural gas generator, and the automatic transfer switch.

Task 21: Engineering Construction Support

The following is a list of the activities/subtasks pertaining to engineering support during construction:

- Attend Pre-Construction Meeting
- Attend a minimum of one construction meeting per month
- Respond to Request for Information (RFI) submittals from contractor
- Review shop drawings and other submittals; provide recommendations to the City
- Review as-built drawings, prepared by the contractor
- Participate in the final inspection and assist the City in the development of the project's punch list
- Provide a pump station function test plan and attend testing
- Assist and coordinate with the contractor regarding turn-over documents, maintenance procedures, manuals to name a few

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

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

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

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Contractor's Fee Proposal is based on all reasonable costs necessary to perform Professional Design Services for Myra Avenue Pump Station No. 1, Project 300. For these requisite services, Contractor proposes the following Not to Exceed Lump Sum Fee:

Description	Total
TASK 1 - Investigation and Document Review	$ 9,304
TASK 2 - Project Schedule	$ 6,170
TASK 3 - Meetings	$ 48,828
TASK 4 - Perform Hydraulic Engineering Analyses	$ 49,716
TASK 5 - Permits	$ 29,832
TASK 6 - Utilities	$ 66,248
TASK 7 - Survey, Geotechnical, Environmental & Landscape Arch.	$ 198,071
TASK 8 - Mechanical, Electrical System and Instrumentation	$ 246,352
TASK 9 - Design of Pump Station Structure	$ 198,762
TASK 10 - Construction Plans and Basis of Design Report	$ 247,648
TASK 11 - Design Seminar	$ 12,014
TASK 12 - Conduct Evening Public Meeting or Workshop	$ 12,168
TASK 13 - Final Pump Station Plans	$ 56,806
TASK 14 - Specifications and Special Provisions	$ 64,840
TASK 15 - Quantity Calculations	$ 9,774
TASK 16 - Engineer's Cost Estimate	$ 12,922
TASK 17 - Design Notebook	$ 26,538
TASK 18 - Final Acceptance	$ 16,178
TASK 19 - Quality Assurance/Quality Control	$ 18,076
TASK 20 - Bidding Services	$ 16,642
TASK 21 - Engineering Construction Support	$ 90,008
Total	**$ 1,436,897**

Within the budgeted amounts for each Task provided above, and with the written approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

Qualifications and Exclusions:

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at $0.65/mile. This schedule of rates is in effect until December 31, 2025, at which time it may be adjusted.

The proposed fee reflects our understanding of the scope of work based upon the City's Request for Proposal, and information provided.

All proposed hourly rates are fully burdened and include overhead, profit, taxes, and benefits. Hours may be reallocated between staff members and tasks in order to accomplish the overall objectives and requirements for the project. The following presents the hourly rates applicable to all staff proposed to work on City projects.

Labor Classification	Hourly Rate
Principal	$253
Principal Engineer	$253
Project Manager	$246
Project Engineer	$234
Senior Construction Manager	$233
QA/QC Manager	$233
Senior Engineer	$215
Senior Field Engineer / Inspector	$197
Field Engineer / Inspector	$173
Associate Engineer	$167
Staff Engineer	$148
Financial Analyst	$136
Senior Designer / Senior CADD Technician	$117
Designer / CADD Technician	$109
Assistant Engineer	$107
Engineering Technician	$99
Engineering Aide	$84
Office Support	$84
Data or Word Processing	$81

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025
Award Design Contract						
Design (approx. 15 months)						
Bidding Support						

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/10/2024

SUBJECT: **Approve Senate Bill 1 Road Maintenance and Rehabilitation Account Funding and Project List**

RECOMMENDATION

Adopt a Resolution approving the FY 2024-25 Senate Bill 1 Road Maintenance and Rehabilitation Account funding and project list.

DISCUSSION

SB1, the Road Repair and Accountability Act, provides transportation funding through the Road Maintenance and Rehabilitation Account (RMRA). Each July 1, the City Council is required to approve and submit a Resolution to the California Traffic Commission to be eligible for SB1 funding. Public Works recommends applying FY 2024-25 SB1 funds towards the annual Arterial Street Rehabilitation Project. Current projections indicate Cypress will receive approximately $1.3 million from SB1 in FY 2024-25. The other projects on the RMRA project list are SB1 eligible and additional/remaining RMRA funds can be applied to them with City Council approval.

BUDGET IMPACT

The FY 2024-25 Arterial Street Rehabilitation project is estimated at $3.1 million. SB 1 RMRA provides $1.65 million and $1.45 million of restricted Measure M2 moneys fund the balance of the project. Both the Proposed FY 2024-25 Budget and the Seven-Year CIP recommend this funding for the Arterial Street Rehabilitation Project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

Project List

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

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

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Cypress are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Cypress must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Cypress will receive an estimated $1,305,078 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City of Cypress is receiving SB 1 funding and will enable the City of Cypress to continue essential road maintenance and rehabilitation projects that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Cypress has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Cypress used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Cypress maintain and rehabilitate various streets and transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "excellent/good" condition and this revenue will help maintain the overall quality of our road system and over the next decade; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS RESOLVED, ORDERED, AND FOUND by the City Council of the City of Cypress, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The Fiscal Year 2024-25 list of projects planned to be funded in-part or solely with 2024-25 with Road Maintenance and Rehabilitation Account revenues include:

- FY 2024-25 Arterial Street Rehabilitation Project
    - Description: This project proposes to slurry seal and/or overlay various streets. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.
    - Location – Various arterial streets, including, but not limited to:
        - Valley View St (Ball Rd to Katella Ave)
        - Ball Rd (Bloomfield St to Denni St)
    - Estimated Construction Schedule: August – October 2024
    - Estimated Useful Life of Project: Slurry Seal: 5-7 Years; Overlay: 10-15 Years

- FY 2024-25 Residential Street Resurfacing Project
    - Description: This project proposes to slurry seal and/or overlay various streets. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.
    - Location – Various residential streets, including, but not limited to: Ellesmere Way, Outer Way, Hart Way, Fichot Way, Amelia Way, La Have Way, Cape Way, Breton Way, Gull Way, Wadham Way, Magalen Way, Andrew Way, Dana Way, Grand Manan Dr, Matinicus Court, Lowell Court, Roanoke Court, Gardiners Couty, Merasheen Way, Darwin Way, Seabrook Way, Anticost Way, Brewster Court, Nantucket Court, Nashawena Court, Southampton Dr, Pritchard Way, Quirpon Way, Tangier Way, Mcnutt Way, Vinalhaven Ct, Bylot Way, Ossabaw Court, Cuttyhunk Court, Grindstone Way, Grosse Way, Necatina Way, Pinckney Way, Amherst Way, Dana Circle, Fogo Way, Kent Way, Miscou Way, Orrs Court, Shippingam Way, Tilghman Way, Capers Way, Cottel Way, Fripps Way, Harkers Court, Morgen Way, St. Pierre Way, Jekyll Way, Nayshon Court, Sapelo Way, Nauru Street, Bikini Street, Pitcairn Street, Mindanao Street, Malden Street, Luzon Street, Saipan Street, Onyx Street, Tonga Circle, Pitcairn Street, Tokelau Street, Tulagi Street, Noumea Street, Bataan Street, Palau Street, Talaud Street, Palawan Street, Yap Street, Panay Street, Biak St, Jaluit Street, Tahiti Drive, Timaru Circle, Kiwi Circle, Tiki Drive, Leilani Lane, Sarco Street, Tarawa Street, Luau Lane
    - Estimated Construction Schedule: August – October 2024
    - Estimated Useful Life of Project: Slurry Seal: 5-7 Years; Overlay: 10-15 Years

- Orange Avenue Resurfacing – OCTA Pavement Relief
    - Description: This project proposes to overlay Orange Avenue. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.
    - Location: Orange Avenue (Denni St to Moody St)
    - Estimated Construction Schedule: August – October 2024
    - Estimated Useful Life of Project: Overlay: 10-15 Years

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 10th day of June, 2024.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024 by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

FY 2024-25 Senate Bill 1 Project List

Agency: City of Cypress

County: Orange

Legislative Districts:

- 29th Senate District – Josh Newman, 36th Senate District – Janet Nguyen
- 67th Assembly District – Sharon Quirk-Silva
- 45th Congressional District – Michelle Steel

Network Pavement Condition Index (PCI): 85.1 (2023)

1. **Project Title:** FY 2024-25 Arterial Street Rehabilitation Project

   Description: Slurry seal and/or overlay various streets. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.

   Proposed Construction Schedule: August – October 2024

   Estimated Useful Life: Slurry Seal: 5-7 Years; Overlay: 10-15 Years

   Proposed Location – Various arterial streets, including, but not limited to:

   - Valley View St (Ball Rd to Katella Ave)
   - Ball Rd (Bloomfield St to Denni St)

2. **Project Title:** FY 2024-25 Residential Street Resurfacing Project

   Description: Slurry seal and/or overlay various streets. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.

   Proposed Construction Schedule: August – October 2024

   Estimated Useful Life: Slurry Seal: 5-7 Years; Overlay: 10-15 Years

   Proposed Location: – Various residential streets, including, but not limited to: Ellesmere Way, Outer Way, Hart Way, Fichot Way, Amelia Way, La Have Way, Cape Way, Breton Way, Gull Way, Wadham Way, Magalen Way, Andrew Way, Dana Way, Grand Manan Dr, Matinicus Court, Lowell Court, Roanoke Court, Gardiners Couty, Merasheen Way, Darwin Way, Seabrook Way, Anticost Way, Brewster Court, Nantucket Court, Nashawena Court, Southampton Dr, Pritchard Way, Quirpon Way, Tangier Way, Mcnutt Way, Vinalhaven Ct, Bylot Way, Ossabaw Court, Cuttyhunk Court, Grindstone Way, Grosse Way, Necatina Way, Pinckney Way, Amherst Way, Dana Circle, Fogo Way, Kent Way, Miscou Way, Orrs Court, Shippingam Way, Tilghman Way, Capers Way, Cottel Way, Fripps Way, Harkers Court, Morgen Way, St. Pierre Way, Jekyll Way, Nayshon Court, Sapelo Way, Nauru Street, Bikini Street, Pitcairn Street, Mindanao Street, Malden Street, Luzon Street, Saipan Street, Onyx Street, Tonga Circle, Pitcairn Street, Tokelau Street, Tulagi Street, Noumea Street, Bataan Street, Palau Street,

Talaud Street, Palawan Street, Yap Street, Panay Street, Biak St, Jaluit Street, Tahiti Drive, Timaru Circle, Kiwi Circle, Tiki Drive, Leilani Lane, Sarco Street, Tarawa Street, Luau Lane

3. **Project Title:** Orange Avenue Resurfacing – OCTA Pavement Relief

   Description: Overlay Orange Avenue. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.

   Proposed Construction Schedule: August – October 2024

   Estimated Useful Life: Overlay: 10-15 Years

   Proposed Location: Orange Avenue (Denni St to Moody St)

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/10/2024

SUBJECT: **Accept Emergency Sewer Line Repairs at Christopher Street and Myra Avenue**

RECOMMENDATION

1. Accept Emergency Sewer Line Repairs at Christopher Street and Myra Avenue, in the amount of $86,831.32; and

2. Approve an $86,832 appropriation increase in the Sewer Fund for the emergency repairs.

DISCUSSION

In April and May, Public Works received reports of two separate sinkholes: one on Christopher Street and another on Myra Avenue. Public Works immediately responded to investigate and observed sinkholes in the asphalt pavement and that the sewer manholes were filled with standing water and gravel debris. Emergency video inspections of the sewer line revealed that both pipes had collapsed, causing the underlying soil to erode and escape through the collapsed pipe. Immediate action was needed to mitigate further damage to the street, minimize disruptions to adjacent homeowners, and avoid fines associated with our state sewer permit requirements.

When there is a need for emergency work, Public Works reaches out to contractors who have submitted bids on past projects to see if they are available to perform the required work. Paulus Engineering was available to immediately begin repairs to the sinkholes. Paulus Engineering is based locally in Anaheim and has completed numerous projects in Cypress. This type of emergency work is done on a labor, material, and equipment basis. This is also known as "force" account as the City directs and oversees the amount of resources that are used for the job. The City's on-call construction manager, Ardurra Group, Inc., inspected the work.

Public Works and Ardurra both reviewed and approved "force" account documentation provided by the contractor. The work included excavation, replacement of approximately 30 feet of broken pipe, and restoration of the street and adjacent concrete sidewalk. A breakdown of project cost details is included in the attached table.

BUDGET IMPACT

Total project costs for the emergency repairs, including sewer, asphalt, and concrete repair and inspection services, totaled $86,831.32 and sufficient restricted fund balance amounts are available in the Sewer Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

Construction Photos - Christopher Street

Construction Photos - Myra Avenue

PROJECT COST TABLE

Christopher St and Myra Ave Emergency Sewer Repairs
Project 381 & 382

Item Description	Amount
Project Cost	
Emergency Sewer Repairs (time & material)	$ 84,125.72
Labor	$ 31,148.14
Equipment	$ 25,243.00
Materials/Rentals	$ 27,734.58
Construction Management/Inspection Services (on-call consultant)	$ 2,705.60
Total Project	$ 86,831.32

Emergency Sewer Repair Cost Breakdown

Date	Labor	Equipment	Material/Rentals	Total
Christopher St				
Day 1 - 4/16/24	$ 302.11	$ 72.45	$ 11,849.69	$ 12,224.25
Day 2 - 4/17/24	$ 6,888.05	$ 7,914.29	$ 1,542.18	$ 16,344.52
Day 3 - 4/18/24	$ 7,813.49	$ 5,384.58	$ 4,020.32	$ 17,218.39
	$ 15,003.65	$ 13,371.32	$ 17,412.19	$ 45,787.16
Myra Ave				
Day 1 - 5/2/24	$ 838.05	$ 144.90	$ -	$ 982.95
Day 2 - 5/3/24	$ 8,497.16	$ 8,647.26	$ 7,771.98	$ 24,916.40
Day 3 - 5/6/24	$ 3,247.78	$ 1,413.51	$ 1,634.02	$ 6,295.31
Day 4 - 5/7/24	$ 3,561.50	$ 1,666.01	$ 916.39	$ 6,143.90
	$ 16,144.49	$ 11,871.68	$ 10,322.39	$ 38,338.56


VACTRUVAC.COM
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PAULUS


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Apr 18, 2024 at 4:09:39 PM
10311 Christopher St
Cypress, CA 90630
United States













CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/10/2024

SUBJECT: **Approve an Agreement for Police Department Shooting Range Cleaning**

RECOMMENDATION

1. Approve an agreement with HCI Environmental & Engineering Service for Police Department range cleaning in the amount of $33,090.

2. Approve an $18,390 appropriation increase in the Central Services fund.

DISCUSSION

Public Works manages the cleaning of the Police department shooting range. The cleaning removes lead, copper and other debris from the bullet trap and keeps the range in compliance with environmental regulations. Public Works solicited bids and received one proposal from HCI Environmental & Engineering Service. HCI Environmental & Engineering Service has performed this service for the City since 2011, and it is recommended they be awarded the contract. A summary of the relevant contract information is attached.

BUDGET IMPACT

The FY 2023-24 Budget includes $14,700 for cleaning the shooting range, which is based on the cost to provide the same service as in the previous year. The lone bid came in at $33,090, which exceeds the budget by $18,390, but reflects current market conditions to provide these services. The annual cleaning is necessary for the range to remain operational and sufficient fund balance amounts are available in the Central Services fund for the additional appropriation.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information Checklist
Agreement for Contract Services
Bid Proposal

Award Information Checklist

Description: The project scope performs annual range decontamination and rubber bullet trap mining

Project Location: Police Department Shooting Range

Contract Working Days: One-year term with zero options to extend

Bidders:	**Annual Bid Amount**
HCI Environmental & Engineering Service	$33,090

Apparent Low Bidder: HCI Environmental & Engineering Service was the only bidder response.

Qualified to Perform Work: Yes, staff confirmed bid was responsive.

Experience: The bidder has performed this work for the City since 2011.

CITY OF CYPRESS
AGREEMENT FOR CONTRACT SERVICES FOR ANNUAL RANGE DECONTAMINATION and RUBBER BULLET TRAP MINING

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2024, by and between the CITY OF CYPRESS, a California municipal corporation ("City") and HCI Environmental & Engineering, (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of $33, 090.00 ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts.

Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Contractor. Cathie Curtis, Manager of Marketing & Contracts, is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Director of Community Developments [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence

basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are

cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder

therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Contractor shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify the City should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories,

request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract at any time for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this

Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that

it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

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

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

_____
Peter Grant, City Manager

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:
Company Name:
_____

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

This project will provide for annual range decontamination and rubber bullet trap mining for the Cypress Police Department's Range and other incidental items of work at the Cypress Police Department Facility at the Civic Center at 5275 Orange Avenue, Cypress, CA 90630.

WORK SPECIFICATIONS

All work embraced herein shall be accomplished in accordance with the applicable portions of "The Green Book – Standard Specifications for Public Works Construction," Latest Edition; "The Brown Book – City of Cypress Supplement to the Standard Specifications for Public Works Construction," Latest Edition; the "Scope of Work" made part of these Special Provisions; and applicable amendments.

If not included as an attachment to these Bid Documents, Contractor may obtain "The Brown Book" by download at no charge through the City's website at:

http://www.cypressca.org/home/showdocument?id=1064.

Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the City Engineer, and copies will be made available to any interested party on request. Contractor to whom the contract is awarded, and the subcontractors under him, must pay not less than these rates for this area to all workers employed in the execution of the contract.

SCOPE OF WORK

1.0 GENERAL

- Set up containment area with 6 mil poly plastic and seal all critical barriers (air vents, doors, etc.);
- Remove spent lead from bullet impact backstop area using the wet method and place into [55] gallon drums for transportation offsite to an approved disposal/recycling facility;
- Replace rubber as needed to include [2] super sacks rubber back stop material when bullet impact area has been remediated;
- Remove containment barrier after bullet impact area has been remediated;

- HEPA vacuum walls, target holders, target carriers, range floor, tables, chairs, shooting lane cubicles and gun cleaning area;
- Wipe down walls, target holders, target carriers, tables, chairs, shooting lane cubicles, gun cleaning areas inside the gun range, ready room, control room, duct chase room and armory room with simple green solution and water;
- Contain floor drain with absorbent booms and mop concrete floor using the triple rinse method to assure proper cleaning of floors in the range;
- Dispose of all mop water into [55] gallon open top metal [55] gallon drums;
- Purchase and replace frayed cable on lane number 5. Verify cable tension and adjust for proper operation after installation;
- Remove approximately [2] [55] gallon drums of lead debris that include items utilized for general cleaning within the shooting range;
- Profile lead impacted material and rinsate into federally regulated disposal facility;
- Transport and dispose of all lead debris and rinsate to federally regulated disposal facility.
- We estimate the scope of work to be completed in [5) working days to include the cable repair of lane 5 target holder;
- All lockout tag/out to be provided by City of Cypress Public Works Department;
- All project labor provided to be prevailing wage based on lead worker category;
- All lead remediation will be handled according to local, state and federal regulations.
- Hazardous Waste Transportation and Disposal to include the following:
- [2] [55) Gallon Drums Hazardous Waste Mop Water
- [2] [55) Gallon Drums of existing Lead Debris located on site
- [1] Cubic Yard Box of Hazardous Waste Rags and Debris
- [6] [55) Gallon Drums Hazardous Waste Lead Bullets
- All waste will be handled according to all local, state and federal laws governing our industry as a service to City of Cypress.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.3, "Compliance with Law," is modified as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

"1.3 Compliance with Law

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

(b) Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the City Engineer, and copies will be made available to any interested party on request. Contractor, and its subcontractors, shall pay not less than these rates for this area to all workers employed in the execution of the Agreement.

(c) Contractor shall also possess a Class "A" or "B" contractor's license or a combination of Specialty Class "C" licenses sufficient to cover all of the work to be performed by Contractor. Only a contractor registered with the Department of Industrial Relations (DIR) to bid on public works contracts in California shall be permitted to submit a bid. Furthermore, only subcontractors registered with the DIR to bid on public works contracts in California shall be permitted to perform work or labor or render service under subcontract to the Contractor."

II. Section 5.1 "Insurance Coverages," is modified as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

"5.1 Insurance Coverages

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance

written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

~~(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.~~

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor and subcontractors shall perform tasks using applicable rates of prevailing wages as determined by the State of California Department of Industrial Relations as referenced in Exhibit "A" (Scope of Services) for the following costs not to exceed $ 33,090.00 as follows:

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	ANNUAL RANGE DECONTAMINATION AND RUBBER BULLET TRAP MINING PER LS	$33,090.00	$33,090.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Work shall be completed within three months from issuance of a City of Cypress purchase order.

City of Cypress

Annual Range Decontamination and Rubber Bullet Trap Mining

The following

BUSINESS PROPOSAL

is submitted by:

Hunter Consulting Inc.,
dba **HCI Environmental & Engineering**
1680 Commerce Street, Corona CA 92880
Contact: Cathie Curtis
Phone: 951-532-6458
Email: Bids@hcienv.com

ENVIRONMENTAL HCi & ENGINEERING
HAZMAT TEAM
www.hcienv.com
www.hcidecon.com

BID SUBMISSION

DATE: 4/1/2024

TO: City of Cypress

FROM: Hunter Consulting Inc., dba HCI Environmental & Engineering

RE: Annual Range Decontamination and Rubber Bullet Trap Mining

HCI Environmental & Engineering is responding to the City of Cypress Request for Proposal, Annual Range Decontamination and Rubber Bullet Trap Mining. If awarded the agreement, HCI agrees to enter into a contract with the City of Cypress and has the availability of staff and other required resources for performing all services and providing all deliverables as described in this RFQ. Furthermore, HCI confirms having a health and safety program as required by Title 8, California Code of Regulations, and will comply with all local, State, and Federal laws and regulations governing haulers of hazardous waste.

- This bid is to remain valid for a period of not less than 90 days from the date of submittal.

Should any questions arise, or any items that need to be clarified, please contact Gregory J Parker who is authorized to represent HCI as well as enter into negotiations in respect to this RFQ and any subsequently awarded contracts, at the number listed below.



Gregory J Parker
President/CEO
Hunter Consulting Inc.,
dba HCI Environmental & Engineering Services

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General Information

ENVIRONMENTAL HCI & ENGINEERING
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COMPANY INFORMATION

Company: **Hunter Consulting, Inc. dba**
HCI Environmental & Engineering Service (California)

Address: 1680 Commerce Street
Corona, CA 92880

Phone: 800.988.4424

951.280.0298 Office 951.280.0118 Fax

Contact: Gregory J. Parker – greg@hcienv.com
C. Robert Guy – rguy@hcienv.com

Website: www.HCIENV.com

Entity Status: Corporation **# of Employees:** 35

State of Incorporation: Nevada **Date of Incorporation:** 04/00

Federal Tax I.D. #: 88-0463772 **Dunn & Bradstreet #:** 79-944-9827

A – General Engineering Contractors State License #: 788216
-C-21 Demolition
-Hazardous Substances Removal and
- Remedial Actions Certification
-Asbestos Certification
-Home Improvement Certification

NAICS Identification (ID) #: 562910

EPA Identification (ID) #: CAR000329953

DIR #: 1000004254

Hazardous Materials Transportation License #: 137055

Insurance/Bonding: **Willis Insurance**
Contact: Andrew Shutak
4250 Executive Square, Suite 250
La Jolla, CA 92037
858.678.2104 Office
858.678.2100 Fax

Small Business Certification #: 0022207
Department of General Services
Office of Small Business Certification and Resources
707 Third Street, 1st Floor, Room 400
P.O. Box 989052
West Sacramento, CA. 95798-9052
Contact: Bobby
916.376.5330 Office

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Statement of Understanding

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Statement of Understanding and Approach

Annual Bullet Trap Maintenance

- Set up containment area with 6 mil poly plastic and seal all critical barriers (air vents, doors, etc.);
- Remove spent lead from bullet impact backstop area using the wet method and place into [55] gallon drums for transportation offsite to an approved disposal/recycling facility;
- Replace rubber as needed to include [2] super sacks rubber back stop material when bullet impact area has been remediated;
- Remove containment barrier after bullet impact area has been remediated;
- HEPA vacuum walls, target holders, target carriers, range floor, tables, chairs, shooting lane cubicles and gun cleaning area;
- Wipe down walls, target holders, target carriers, tables, chairs, shooting lane cubicles, gun cleaning areas inside the gun range, ready room, control room, duct chase room and armory room with simple green solution and water;
- Contain floor drain with absorbent booms and mop concrete floor using the triple rinse method to assure proper cleaning of floors in the range;
- Dispose of all mop water into [55] gallon open top metal [55] gallon drums;
- Purchase and replace frayed cable on lane number 5. Verify cable tension and adjust for proper operation after installation;
- Remove approximately [2] [55] gallon drums of lead debris that include items utilized for general cleaning within the shooting range;
- Profile lead impacted material and rinsate into federally regulated disposal facility;
- Transport and dispose of all lead debris and rinsate to federally regulated disposal facility.
- We estimate the scope of work to be completed in [5) working days to include the cable repair of lane 5 target holder;
- All lockout tag/out to be provided by City of Cypress Public Works Department;
- All project labor provided to be prevailing wage based on lead worker category;
- All lead remediation will be handled according to local, state and federal regulations.
- Hazardous Waste Transportation and Disposal to include the following:
- [2] [55) Gallon Drums Hazardous Waste Mop Water
- [2] [55) Gallon Drums of existing Lead Debris located on site
- [1] Cubic Yard Box of Hazardous Waste Rags and Debris
- [6] [55) Gallon Drums Hazardous Waste Lead Bullets
- All waste will be handled according to all local, state and federal laws governing our industry as a service to City of Cypress.

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Organizational Structure Background & History Executive Summary

HEALTHY CLEAN
HCi
INTERIORS
DECON TEAM

CAPABILITY STATEMENT

Company Name:
Hunter Consulting, Inc.
dba HCI Environmental Engineering Service

Corporate Office:
1680 Commerce St.
Corona, CA 92880

Phone: 951.280.0298
24/7/365: 800.988.4424

Fax: 951.280.0118
Email: customerservice@hcienv.com

Website:
www.hcienv.com

www.hcidecon.com

Number Employees:49

Customers:

- Quest Resource Mgmt
- Anaheim Police Dept
- City of Palmdale
- City of Pasadena
- City of Anaheim
- OC Sheriff
- Fontana Police Dept
- Ontario Police Dept
- San Bernardino Sheriff
- City of Rancho Cucamonga
- County of Orange
- John Wayne Airport

BUSINESS SUMMARY:

HCI is a full service environmental management company specializing in general contracting, biohazard clean-up, hazardous waste transportation & disposal and 24/7 emergency chemical spill response. HCI provides consistent, cost-effective services and products to customers throughout the United States and we have provided superior environmental services to the private, commercial and government sectors for over 30 years. HCI's workforce includes engineers, planners, and scientists who are capable of delivering a variety of specialized support services at a moment's notice.

CAPABILITIES:

- Demolition
- Coronavirus Decontamination
- Bio Hazard Decontamination
- Containerized Waste
- Bulk Waste
- Lab Packs
- Fentanyl/and other Opioid Decontamination
- Emergency Chemical Spill Response
- Vacuum Tanker, Bulk Tanker, Truck & Trailer
- Sampling and Analysis
- Waste Categorization, Profiling & Manifesting
- Trauma Scene Clean up

FACILITIES AND EQUIPMENT:

- Vacuum Trucks
- Excavators
- Equipment Trucks
- High-Pressure Washers
- Loaders
- Box Vans
- Bobcats
- Light Towers
- Truck & Trailers
- Backhoes

EXPERTISE:

HCI's experience offers several distinct advantages that include technical understanding, management systems, and resources. We bring value and strength to our customers through:

- Understanding of public agencies – We have significant experience working with large public entities with multiple, concurrent tasks and complicated environmental issues while meeting strict budget and schedule requirements.
- Proven past performance – We take pride in our ability to provide superior work products and rapidly respond to clients' requests and needs.
- Development of practical and attainable solutions– HCI understands the necessity of making timely and cost-effective decisions.

Summary

HCI is committed to providing superior service to all its clients by maintaining a fully staffed customer service and regulatory compliance department. We are a hands-on, turn-key, field services company specializing in providing the expertise, personnel, equipment and technology to complete a wide variety of environmentally related projects. Our successful track record is built upon a combination of diligence, flexibility, and process, all of which provides a thorough understanding of our clients' needs. Our high-quality service, coupled with competitive rates and our extensive database of qualified personnel, combine to make HCI the right choice for your environmental and engineering needs.

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www.hcidecon.com

Executive Summary

Hunter Consulting Inc.,
dba HCI Environmental & Engineering Service

Gregory J. Parker-CFO
C. Robert Guy-President

HCI is a full service environmental management company with 31 employees specializing in general contracting, biohazard clean-up, hazardous waste transportation & disposal and 24/7 emergency chemical spill response, and firing range maintenance, lead mining and rubber supply.HCI is a corporation operating in Southern California. HCI provides consistent, cost-effective services and products to customers throughout the United States and we have provided superior environmental services to the private, commercial and government sectors for over 30 years. HCI's workforce includes engineers, planners, and scientists who are capable of delivering a variety of specialized support services at a moment's notice.

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Executive Staff

Greg Parker
Title: President
Years Experience: 33 Year(s)
Certifications: 40 Hour Hazwoper, 8 Hour Hazwoper Refresher, Annual Hazmat DOT Manifest Training, DOT Basic Hazmat Training, Confined Space Training, Annual Heat Stress Prevention Training, Hazardous Communication Annual Awareness Training, Forklift Training.

C. Robert Guy
Title: Secretary/Treasurer
Years Experience: 33 Year(s)
Certifications: 40 Hour Hazwoper, 8 Hour Hazwoper Refresher, Annual Hazmat DOT Manifest Training, DOT Basic Hazmat Training, Confined Space Training, Annual Heat Stress Prevention Training, Hazardous Communication Annual Awareness Training, Forklift Training.

Tressa Hausner
Title: Vice President of Customer Relations
Years Experience: 16 Year(s)
Certifications: 40 Hour Hazwoper, 8 Hour Hazwoper Refresher, Lead Supervisor Training, Annual Hazmat DOT Manifest Training, DOT Basic Hazmat Training, Confined Space Training, Annual Heat Stress Prevention Training, Hazardous Communication Annual Awareness Training, Forklift Training

Jennifer Clemison
Title: Vice President of Business Development
Years Experience: 32 Year(s)
Certifications: 40 Hour Hazwoper, 8 Hour Hazwoper Refresher, Lead Supervisor Training, Annual Hazmat DOT Manifest Training, DOT Basic Hazmat Training, Confined Space Training, Annual Heat Stress Prevention Training, Hazardous Communication Annual Awareness Training, Forklift Training

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Proposed Staff Contact Information

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Proposed Staff

2-Logistics Coordinators/Supervisors of Operations
Combined Years Experience: 16 Year(s)
Certifications: 40 Hour Hazwoper,
8 Hour Hazwoper Refresher, Annual Hazmat DOT Manifest
Annual Heat Stress Prevention Training,
Hazardous Communication Annual
Awareness Training, Forklift Training





24- Environmental/Field Technicians
Years of Experience: 1-5 Year(s)
Certifications: 40 Hour Hazwoper,
8 Hour Hazwoper Refresher,
Annual Hazmat DOT Manifest
Training, DOT Basic Hazmat
Training, Annual Heat Stress
Prevention Training, Hazardous
Communication Annual

8-Confined Space Technicians
Years of Experience: 1-5 Year(s)
Training includes: recognition of confined space hazards, identification of permit and non-permit required confined spaces, use of instrumentation to evaluate atmospheric hazards, ventilation techniques, development and implementation of a confined space program and proper signage.

Manager of Accounting
Manager of Customer Service
Manager of Contracts and Marketing
3-Accounting Department
A/R, A/P, invoicing, payroll, licensing & permits
4-Customer Service Department
Profiles, compliance, inventory & quotes
3-Marketing Department
Customer service, quote requests, administrative

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HUNTER CONSULTING INC., dba HCI ENVIRONMENTAL ENGINEERING SERVICE

Physical Address: 1680 Commerce Street, Corona, CA 92882
Mailing Address: PO BOX 2745, Corona, CA 92878
951-280-0298
Toll Free 24/7 Emergency Response Live Operator: 888-988-4424
Fax: 951-280-0118

Contract Contacts:

Account Representative:
Cathie Curtis
Manager of Contracts & Marketing
Cathie@hcienv.com
Cell: 951-532-6458

Accounting
Paula Diaz
Accounting@hcienv.com
951-280-0298

Scheduling
Scheduling@hcienv.com
951-280-0298

Customer Service
CustomerService@hcienv.com
951-280-0298

Compliance
CustomerService@hcienv.com
951-280-0298

Proposed Staffing:
Lead Technician
Derek Cox
Derek@hcienv.com
951-280-0298
Logistics
Hunter Parker
Hunter@hcienv.com

951-280-0298

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References
Training & Certificates
Lisensing & Permits
Miscellaneous

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Firing Range References

Ontario Police Department
Sgt. Ken Brayton
909-408-1789
kbrayton@ontariopolice.org
2500 S. Archibald Ave., Ontario, CA 91761
Bi-Monthly maintenance, annual lead remediation

Anaheim Police Department
Tom Rosselli
troselli@anaheim.net
714-765-1815
425 So. Harbor Blvd., Anaheim CA 92806
Monthly maintenance & annual lead mining

Fullerton Police Department
Sgt. David Benedict
david.benedict@fullertonpd.org
(714)-681-4027
237 W. Commonwealth Ave., Fullerton, CA
Monthly maintenance & leadmining

Santa Ana Police Department
Mark Waldo
mwaldo@santa-ana.org
(714) 245-8475
60 Civic Center Plz, Santa Ana, CA
Maintenance, lead mining of range and ballistic water tank

County of Orange Sheriff-Coroner
Glenn Blounts
gblounts@ocsd.org
(714)647-4590
431 The City Drive South, Orange, Ca
Maintenance, filters, lead mining & hotspots

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Examples of Training & Certifications



Certificate of Completion

This certifies that

has successfully completed

Lead Awareness Training for General Industry

Certification is NOT for Lead Abatement or the Construction Industry

In Accordance With Federal OSHA Regulation 29 CFR 1910.1025(l), and 29 CFR 1915.1025(l)

Also meets the Lead Awareness training requirements for Shipyard in 29 CFR 1915, and all State OSHA and EPA Regulations as well

This course is approved for 2 Contact Hours (0.2 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5060170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.2 CEUs for this program

Julius P. Griggs
Julius P. Griggs
Instructor #892

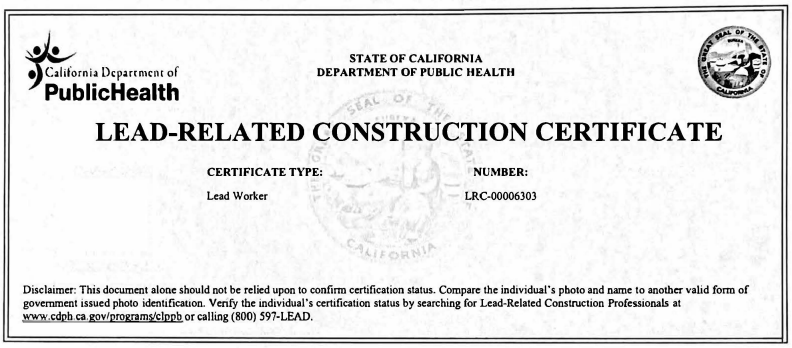
21110425399177
Certificate Number

ACCREDITED IACET PROVIDER

Scan this code or visit safetyunlimited.com/v to verify certificate.

Annual Refresher Training Required

SAFETY UNLIMITED, Inc.
2139 Tapo St., Suite 228 Simi Valley,CA 93063
(855) 784-2677 or 805 306-8027
https://www.safetyunlimited.com



California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

CERTIFICATE TYPE:	NUMBER:
Lead Worker	LRC-00006303

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.



Certificate of Completion

This certifies that

has successfully completed

Heat Illness Prevention Training for Employees

Should be Accompanied with Employer-specific Policies and Procedures

In Accordance With Federal OSHA General Duty Clause, Section 5(a)(1) of the OSH Act of 1970

Also meets the State OSHA Requirements such as for California Title 8, CCR Section 3395(h)

This course is approved for 1 Contact Hours (0.1 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5060170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.1 CEUs for this program

Julius P. Griggs
Julius P. Griggs
Instructor #892

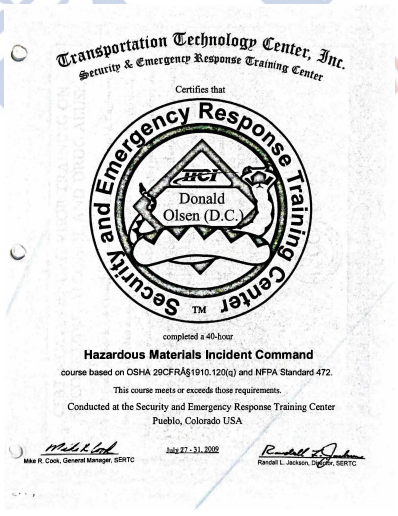
20080433320999
Certificate Number

ACCREDITED IACET PROVIDER

Scan this code or visit safetyunlimited.com/v to verify certificate.

Refresher Training Required as Needed, Typically Each Year

SAFETY UNLIMITED, Inc.
2139 Tapo St., Suite 228 Simi Valley,CA 93063
(855) 784-2677 or 805 306-8027
https://www.safetyunlimited.com



Transportation Technology Center, Inc.
Security & Emergency Response Training Center

Certifies that

Security and Emergency Response Training Center
HCI
Donald Olsen (D.C.)
TM

completed a 40-hour

Hazardous Materials Incident Command

course based on OSHA 29CFRÂ§1910.120(q) and NFPA Standard 472.

This course meets or exceeds those requirements.

Conducted at the Security and Emergency Response Training Center
Pueblo, Colorado USA

Mike R. Cook, General Manager, SERTC — July 27 - 31, 2009 — Randall L. Jackson, Director, SERTC



Global
Training & Compliance, Inc.

This is to certify that

Has successfully completed 24 Hours of training in

Confined Space Entry and Rescue Operations

This Course complies with the following CalOSHA provisions;
General Industrial Safety Orders - California Code of Regulations - Title 8 Section 5157 (c)(d)(g), and ANSI/ASSP Z.490.1-2016 Criteria for Accepted Practices in Safety, Health and Environmental Training and NFPA 350, 1006, 1670 Standards for Confined Space Entry and Technical Rescue

Curtis G. Hooper — March 24, 2021

Curtis G. Hooper
Certified Course Instructor

CERT # PRCSQQU2432
Expiration: 3/24/2022

While Global Training & Compliance, Inc. programs are designed to meet regulatory training requirements, we cannot verify course participants' competence since each workplace or site is different. The participant must be able to manage permit required confined space rescues consistent with their company's needs. Our Instructors demonstrate and discuss safe work practices as they apply to the most common job scenarios, however, our courses cannot address every work situation. Global Training & Compliance, Inc. programs provide detailed information and training so participants can return to their work sites and implement specific confined space rescue procedures and satisfy regulatory requirements.



Certificate of Completion

This certifies that

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5060170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program

Julius P. Griggs
Julius P. Griggs
Instructor #892

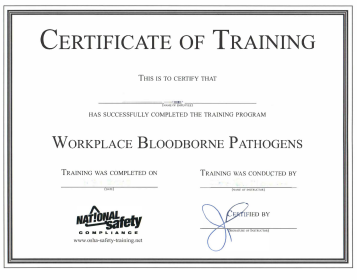
2102261357967
Certificate Number

ACCREDITED IACET PROVIDER

Scan this code or visit safetyunlimited.com/v to verify certificate.

Annual Refresher Training Required

SAFETY UNLIMITED, Inc.
2139 Tapo St., Suite 228 Simi Valley,CA 93063
(888) 309-SAFE (7233) or 805 306-8027
https://www.safetyunlimited.com



CERTIFICATE OF TRAINING

THIS IS TO CERTIFY THAT

HAS SUCCESSFULLY COMPLETED THE TRAINING PROGRAM

WORKPLACE BLOODBORNE PATHOGENS

TRAINING WAS COMPLETED ON

TRAINING WAS CONDUCTED BY

NATIONAL Safety COMPLIANCE

CERTIFIED BY



Certificate of Completion

This certifies that

has successfully completed

8 Hour HAZWOPER Refresher Training

Refresher certification does NOT necessarily indicate initial 24 or 40 Hour HAZWOPER certification

In Accordance w/Federal OSHA Regulation 29 CFR 1910.120(e) & (p)

And all State OSHA/EPA Regulations as well including 29 CFR 1926.65 for Construction.

This course (Version 1) is approved for 8 Contact Hours (0.8 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044).

Safety Unlimited, Inc., Provider #5060170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 0.8 CEUs for this program

Julius P. Griggs
Julius P. Griggs
Instructor #892

210519560316
Certificate Number

ACCREDITED IACET PROVIDER

Scan this code or visit safetyunlimited.com/v to verify certificate.

Proof of initial certification and subsequent refresher training is NOT required to take refresher training

SAFETY UNLIMITED, Inc.
2139 Tapo St., Suite 228 Simi Valley,CA 93063
(855) 784-2677 or 805 306-8027
https://www.safetyunlimited.com

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Licensing & Permits

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS MATERIALS TRANSPORTATION LICENSE

CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
269520	137055	8/1/2023	9/1/2023	8/31/2024

CHP CARRIER NUMBER	LOCATION		
CA 333071	840	☐ Duplicate	☐ Replacement
		☐ Initial	☑ Renewal

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

HUNTER CONSULTING INC
HCI ENVIRONMENTAL & ENGINEERING SERVICE
1680 Commerce Street
CORONA CA, US 92883

	LICENSEE NAME AND MAILING ADDRESS
	HUNTER CONSULTING INC **HCI ENVIRONMENTAL & ENGINEERING SERVICE** **PO Box 2745** **CORONA CA, US 92878**

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

☐ **(HMX) Explosives subject to Division 14, California Vehicle Code (CVC).**

☐ **(HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.**

☐ **(HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.**

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is $2,000.00. (CVC Section 23112.5)

dca

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **788216**

Entity CORP

Business Name HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

Classification(s) C21 A HAZ ASB

Expiration Date 12/31/2024

www.cslb.ca.gov

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2023-2026

Registrant: HUNTER CONSULTING INC DBA HCI ENVIRONMEN
ATTN: Tressa Hausner
PO BOX 2745
CORONA, CA 92878

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060623550455FH Effective: July 1, 2023 Expires: June 30, 2026

HM Company ID: 301615

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Meredith Williams, Ph.D.
Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

Gavin Newsom
Governor

Hazardous Waste Transporter Registration Certificate With Consolidated Transporter Notification

Name and Address of Registered Transporter:

HCI Environmental & Engineering Service
1680 Commerce St
Corona, CA 92880

Transporter Registration Number: 5464

Effective Date: October 1, 2023
Expiration Date: October 31, 2024

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Josie Placencia — September 26, 2023

Authorized Signature — Date

Name and Title of Authorized Representative: Josie Placencia, Analyst

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Printed on Recycled Paper

State of California

Department of Resources Recycling and Recovery

Tire Program Identification Number

1951069

Hunter Consulting, Inc. (TWIC)
P O Box 2745
corona, CA 92878

SITE ADDRESS:
1680 Commerce Street
Corona, CA 92880

Do not copy or reproduce
Post this certificate in a conspicuous place
08-026

CalRecycle

OSP 10 118906

California Department of Public Health
Medical Waste Management Program
MS 7405, IMS K-2
P.O. Box 997377
Sacramento, CA 95899-7377
www.cdph.ca.gov/MedicalWaste

Date: 5/12/2023
Registrant Identifier: TSW 311

HCI Environmental & Engineering
12155 Magnolia Ave
RIVERSIDE, CA 92503

Dear Sir/Madam:

Your Trauma Scene Waste Management Practitioner certificate is shown below. Please retain this certificate for your records.

If you have questions regarding this certificate, please call (916) 449-5671.

STATE OF CALIFORNIA
Department of Public Health
Medical Waste Management Program

HCI Environmental & Engineering

22941 Temescal Canyon Road
Corona, CA 92883

Registration No.	in the county of	Treatment No.
311	Riverside	

is registered as a

TRAUMA SCENE WASTE MANAGEMENT PRACTITIONER

Annual Expiration Date
5/15/2024

The facility named herein is registered pursuant to the provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 5 of the California Health and Safety Code, and shall be subject to all applicable provisions of the law. This permit is not transferable.

Date Issued: 5/12/2023

Thomas Horner, Chief
Medical Waste Management Program

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

HUNTER CONSULTING INC *dba* HCI
ENVIRONMENTAL & ENGINEERING SERVICE

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C21 - BUILDING MOVING, DEMOLITION

Witness my hand and seal this day,

December 6, 2002

Issued December 4, 2000

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

Stephen P. Sands
Registrar of Contractors

788216

License Number

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD

State of California Department of Consumer Affairs

Building Quality

HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.

DEPARTMENT OF CONSUMER AFFAIRS — REGISTRAR OF CONTRACTORS — STATE OF CALIFORNIA

Qualifier: GREGORY JON PARKER

License No.: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

WITNESS *my hand and official seal this* 4 *day of* DECEMBER 2000

Registrar of Contractors

13L-36 (12/97)

This certification is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

A-8157

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD

State of California Department of Consumer Affairs

Building Quality

ASBESTOS CERTIFICATION

Pursuant to the provisions of Section 7058.5 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the asbestos certification examination:

DEPARTMENT OF CONSUMER AFFAIRS — REGISTRAR OF CONTRACTORS — STATE OF CALIFORNIA

Qualifier: GREGORY JON PARKER

License No.: 788216

Business Name: HUNTER CONSULTING INC DBA HCI ENVIRONMENTAL & ENGINEERING SERVICE

WITNESS *my hand and official seal this* 4 *day of* DECEMBER 2000

Registrar of Contractors

13L-35 (12/97)

This certification is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

A 09186

State of California

Department of Resources Recycling and Recovery

Tire Program Identification Number

1951069

Hunter Consulting, Inc. (TWIC)
P O Box 2745
corona, CA 92878

SITE ADDRESS:
1680 Commerce Street
Corona, CA 92880

Do not copy or reproduce
Post this certificate in a conspicuous place
08-026

CalRecycle

OSP 10 118906

DTN
Drug Testing Network
958 Postal Way, Suite 6-B, Vista, CA 92083-6935

January 05, 2022

PLEASE SIGN AND KEEP WITH YOUR RECORDS

Ms. Tressa Stivers
HCI Environmental Engineering & Services
12155 Magnolia Ave., Ste. 4C
Riverside, CA 92503

Dear Ms. Stivers:

This letter confirms that **HCI ENVIRONMENTAL ENGINEERING & SERVICES** is enrolled with Drug Testing Networks random drug and alcohol testing program pursuant to the Department of Transportation (DOT) and The Federal Motor Carrier Safety Administration (FMSCA) regulation 49 CFR Part 382.

Effective Start Date of Program	February 22, 2022
Program Expires	February 21, 2023
Program Manager	Ms. Tressa Stivers
Member since	February 22, 2010

Veronica Gamino
Veronica Gamino
DRUG TESTING NETWORK INC.
Account Representative

I certify that I am authorized to represent this company in this matter and that the information in this document is correct to the best of my knowledge and belief and that the company I represent will comply with the provisions of the Federal Department of Transportation Drug and Alcohol Program regulations. I understand employees of this company will not be placed in a random pool until all pre-employment drug tests have been completed.

Ms. Tressa Stivers
Drug and Alcohol Program Manager

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2020-2023

Registrant: HUNTER CONSULTING INC DBA HCI ENVIRONMEN
ATTN: Tressa Hausner
PO BOX 2745
CORONA, CA 92878

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051320550050CE Effective: July 1, 2020 Expires: June 30, 2023

HM Company ID: 301615

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	HCI ENVIRONMENTAL & ENGINEERING SERVICE
Entity No.:	2201286
Registration Date:	10/31/2000
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	NEVADA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 14, 2022.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 059791026

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

ENVIRONMENTAL HCi & ENGINEERING RANGE TEAM



SPECIFICATION SHEET

OTR Virgin Granulated Firing Range Rubber

Vulcanized Virgin Rubber

Size Range: 3/8" - 1 1/2"

Approximate Percentage Per Container:

- 3/8" - 2% - 3%
- 1/2" < 1 1/4" - 40% - 50%
- 1 1/2" - 40% - 50%

- Ballistic Rubber
- Styrene-Butadiene Rubber (SBR) Natural Rubber (NR)
- Granular Black Chunks
- Characteristic of Tire Rubber

Supplied in **50 LB.** Bag and **2,000 LB.** Bulk Bag

All Pricing is **F.O.B Corona, CA 92880** | 800.988.4424 **24/7/365** | License # 788216

www.hcienv.com



ENVIRONMENTAL HCi & ENGINEERING HAZMAT TEAM

HEALTHY CLEAN HCi INTERIORS DECON TEAM

HAZARDOUS WASTE
TRANSPORTATION & DISPOSAL:

- Sampling
- Profiling
- Transportation
- Analysis
- Packaging
- Disposal & Recycling
- Categorizing

COVID-19 DECONTAMINATION
MAINTENANCE & CONFIRMED CASES:

- **Same Day Service or Within 24 Hours Emergency Service To Keep Your Business Operational**
- Daily, Weekly and Monthly Scheduled Service
- Biowaste Disposal Post Cleaning
- Commercial, Government, Private, Education, First Responders, Fleet Vehicles
- CDC/EPA Guidelines
- CDC Recommended Disinfectant
- High-Touch Points
- Fogging
- Reportable/Documented To Assist In Meeting OSHA COVID-19 Prevention Program Requirments

TRAINING: HAZAWOPER, Bloodborne Pathogen, COVID-19 Specialized Training, Respiratory, Trauma Scene, Biowaste

FIRING RANGE MAINTENANCE AND MINING:

- Indoor & Outdoor
- Rubber Supply
- Daily, Weekly, Monthly & Annual Service Contracts
- Equipment Maintenance
- Lead Mining
- Backstop Restoration

ENVIRONMENTALLY RELATED CONSTRUCTION:

- Specialty Projects
- Demolition
- Contaminated Soil Remediation/Excavation
- Asbestos, Lead & Mold Remediation
- Decontamination
- UST/AST Removal





HCI ENVIRONMENTAL & ENGINEERING SERVICE

800.988.4424 24/7/365

www.hcienv.com
www.hcidecon.com

ENVIRONMENTAL
HCi
& ENGINEERING
HAZMAT TEAM
www.hcienv.com
www.hcidecon.com

Pricing

PROPOSAL BID SHEET
CITY OF CYPRESS PROJECT 348
SCHEDULE OF WORK ITEMS
ANNUAL RANGE DECONTAMINATION AND RUBBER BULLET TRAP MINING

Contractor: Hunter Consulting Inc., dba HCI Environmental & Engineering Service

Address: 1680 Commerce Street, Corona CA 92882 (physical address)

Contact: Cathie Curtis Contractor's License No.: 788216

Phone: 951-532-6458 DIR Number: 1000004254

BID DUE DATE: Tuesday, April 2, 2024 at 4 P.M.

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **ANNUAL RANGE DECONTAMINATION AND RUBBER BULLET TRAP MINING**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	ANNUAL RANGE DECONTAMINATION AND RUBBER BULLET TRAP MINING PER LS	$33,090.00	$33,090.00

TOTAL AMOUNT OF BASE BID: $ 33,090.00

TOTAL AMOUNT OF BID IN WORDS:

thirty three thousand ninety dollars Dollars

(Please Print Total Amount of Bid in WORDS)

No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.

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

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the City Engineering Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 06/10/2024

SUBJECT: **Approve an Agreement for Recreation and Community Services Printing Services**

RECOMMENDATION

Approve a three-year agreement for printing services with Advantage Mailing, LLC for an amount not to exceed $108,270.

DISCUSSION

The City, primarily through Recreation and Community Services, distributes a variety of marketing materials to inform residents of its services, programs, and events. The most visible of these is The Progress, the City's bi-monthly newsletter, which is delivered to approximately 17,000 residences. Other printed materials include special event promotional materials, Senior Center programs and newsletters, and sponsorship packets.

The agreement to print The Progress expired with the June 2024 issue which, combined with the City's transition away from an in-house print shop following the retirement of its primary staffer, requires additional contract printing services.

A Request for Proposal (RFP) was issued to qualified printing companies in May. Six companies responded and Advantage Mailing, LLC is recommended as the top-rated proposal.

Service	Annual Cost
The Progress (bi-monthly)	$29,756.52
Other RCS Marketing Materials	$6,333.45
Total	**$36,089.97**

The recommended three-year agreement provides the City with the option for two, one-year terms. Printing services are estimated at $36,090 annually and not to exceed $108,270 over the initial term of the agreement. If the two options are exercised, each extension includes an up to five percent increase, resulting in a five-year total cost not to exceed $185,955.

BUDGET IMPACT

Sufficient amounts are included in the FY 2024-25 City and District Proposed Budgets. The transition to contract printing services is also a recommended Decision Package that is projected to save the City and District between $50,000 and $60,000 annually.

LEGAL REVIEW

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

APPROVED BY: Peter Grant, City Manager

Attachments

Agreement

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

ADVANTAGE MAILING, LLC

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
ADVANTAGE PRINT AND MAIL

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 4TH day of JUNE, 2024 by and between the City of Cypress, a California municipal corporation ("City") and **Advantage Mailing, LLC**, a Delaware Limited Liability Company ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred eighty-five thousand, nine hundred fifty-five and 00/100 dollars ($185,955.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Brett Noss, CFO

(Name) (Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY

ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____

Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Scott Minikus, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

Advantage Mailing, LLC, a Delaware Limited Liability Company

By:

Name: BRETT NOSS
Title: CFO

By:

Name:
Title:

Address: 1600 N. KRAEMER BLVD.
ANAHEIM, CA 92806

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

EXHIBIT "A"
SCOPE OF SERVICES

A. The Contractor shall furnish all equipment, labor and materials necessary to produce The Progress and all marketing materials submitted by City. This includes reproduction and delivery of the final product to the Post Office in the correct manner for business/pre-sorted mailing for The Progress. The City shall retain creative control of all documents.

B. Delivery of The Progress is to be made with approximately 800 delivered to the Cypress Community Center, located at 5700 Orange Avenue, Cypress, CA 90630, and approximately 16,700 being delivered to the Cypress Branch of the United States Post Office, located at 5762 Lincoln Avenue, Cypress, California, 90630, and bundled / labeled according to current U.S. Postal Service regulations for presorted standard delivery, or as directed by the City's Contract Officer. Postal delivery shall be made according to the Carrier Route Information System List updated on a quarterly basis by the Post Office. All other marketing materials as more particularly described in Section C of Exhibit A shall be delivered to the Cypress Community Center, located at 5700 Orange Avenue, Cypress, CA 90630 or Cypress Senior Center, located at 9031 Grindlay Street, Cypress, CA 90630 as directed by the City's Contract Officer or approved representative. Failure to deliver the finished products in an acceptable form within the required time frames will result in a $100/day deduction from the payment provided that the delay is not caused by the City, or termination of the Agreement should the delays persist.

C.

Marketing Material	Format	Ink	Qty	Mailing	Delivery Month
The Progress	8 pg, 60# offset, Saddle Stitch, bleed, trim to 8.375 x 10.875	4/4	17,500	16,705 = Bundle Tie in 50's w/ EDDM Slips @ Cypress Post Office – 795 = Balance Carton Pack Conv delivered to Cypress Community Center	August October December February April June
Salute to America Postcard	8.5x5.5, 14 pt post card stock, bleed, trim	4/4	530	Delivered to Cypress Community Center	May
Women's Conference Program	8.5x11 bi-fold booklet, gloss paper	4/4	200	Delivered to Cypress Community Center	October
Cypress Run Door Hanger	4.25x11,14 pt semi-gloss door hanger, bleed, trim	4/4	1,750	Delivered to Cypress Community Center	September
Cypress Run Postcard	7x5, 14pt. gloss post card stock, bleed, trim	4/4	17,500	Bundle Tie in 50's w/ EDDM Slips @ Cypress Post Office – 795 = Balance Carton Pack Conv delivered to Cypress Community Center	August
Concerts Flyer	8.5x11, 28# color copy, no bleed or trim	4/0	300	Delivered to Cypress Community Center	April
Concerts Postcard	4.25x11, 14 pt. gloss post card stock, bleed, trim	4/4	1,000	Delivered to Cypress Community Center	April
Transportation Postcard	7x5, 14 pt post card stock, bleed, trim	4/4	2,000	Delivered to Cypress Senior Center	September
Sponsorship Packet	4 pg, 8.5x11/3 gloss paper, stapled top left	4/4	250	Delivered to Cypress Senior Center	December
Senior Center Postcards	7x5, 14 pt post card stock	4/4	1,000	Delivered to Cypress Senior Center	January
Senior Center Special Event Tickets (multiple events)	7.5x3.25, 110# white index, bleed, trim	4/0	750 total tickets	Delivered to Cypress Senior Center	Varies

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

A. The contractor shall accept the compensation, as herein indicated, as full payment for the service specified herein. No adjustments in payment to contractor resulting in an increased cost above bid price quoted herein will be accepted. Any increase in the schedule of compensation up to five percent (5%) of the initial Contract Sum in any Renewal Term may be approved by the Director of Recreation and Community Services. The total price of The Progress and all other marketing materials shall include all reasonable and ordinary charges and corrections at the dummy, back to back and folded blueline stages. All invoices to be submitted within 30 days of the completed project to the City of Cypress Recreation and Community Services Department, 5700 Orange Ave. Cypress, CA 90630-0609. Invoices shall contain the Purchase Order Number, description of item(s), size(s), quantities, unit price(s), extended total and invoice terms.

B.

Marketing Material	Format	Ink	Qty	Mailing	Delivery Month	Base Price	Other Charges	Sales Tax	Total Price
The Progress	8 pg. 60# offset, Saddle Stitch, bleed, trim to 8.375 x 10 875	4/4	17,500	16,705 = Bundle Tie in 50's w/ EDDM Slips @ Cypress Post Office – 795 = Balance Carton Pack Conv delivered to Cypress Community Center	August October December February April June			0.00	29,756.5
Salute to America Postcard	8.5x5.5, 14 pt post card stock, bleed, trim	4/4	530	Delivered to Cypress Community Center	May	304.65		23.61	328.26
Women's Conference Program	8.5x11 bi-fold booklet, gloss paper	4/4	200	Delivered to Cypress Community Center	October	337.86		26.18	364.04
Cypress Run Door Hanger	4.25x11.14 pt semi-gloss door hanger, bleed, trim	4/4	1,750	Delivered to Cypress Community Center	September	768.95		59.59	828.54
Cypress Run Postcard	7x5, 14pt. gloss post card stock, bleed, trim	4/4	17,500	Bundle Tie in 50's w/ EDDM Slips @ Cypress Post Office – 795 = Balance Carton Pack Conv delivered to Cypress Community Center	August	2,078.32		161.07	2,239.39
Concerts Flyer	8.5x11, 28# color copy, no bleed or trim	4/0	300	Delivered to Cypress Community Center	April	284.73		22.07	306.80
Concerts Postcard	4.25x11, 14 pt. gloss post card stock, bleed, trim	4/4	1,000	Delivered to Cypress Community Center	April	390.53		30.27	420.80
Transportation Postcard	7x5, 14 pt post card stock, bleed, trim	4/4	2,000	Delivered to Cypress Senior Center	September	495.08		38.37	533.45
Sponsorship Packet	4 pg. 8.5x11 3 gloss paper, stapled top left	4/4	250	Delivered to Cypress Senior Center	December	567.27		43.96	611.23
Senior Center Postcards	7x5, 14 pt post card stock	4/4	1,000	Delivered to Cypress Senior Center	January	390.53		30.27	420.80
Senior Center Special Event Tickets (multiple events)	7.5x3.25, 110# white index, bleed, trim	4/0	750 total tickets	Delivered to Cypress Senior Center	Varies	259.99		20.15	280.14
					Yearly Proposal Total			36,089.97	

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

A. Term: The period of this Agreement covers June 2024 through June 2027. The term of this Agreement may also be extended for two (2) additional one (1) year periods upon mutual written approval between the Contract Officer and Contractor.

B. Production Schedule: The Contractor shall provide The Progress and all other marketing materials within a scheduled two-week period from receiving final copy from the City (optionally from the Layout/Designer via FTP). The City must receive a dummy, back to back and folded blueline copy of each product and have an opportunity to submit changes before the final product is printed. The final product shall conform to the "dummy" version approved by the City. Otherwise, the contractor shall replace the final product at its own cost. The blueline must be delivered to the City of Cypress Recreation and Community Services Office at 5700 Orange Ave. Cypress, CA 90630 for the Director of Recreation and Community Services approval.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 06/10/2024

SUBJECT: **Approve an Amendment to the Senior Transportation Agreement with California Yellow Cab**

RECOMMENDATION

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

DISCUSSION

The District receives approximately $50,000 annually from OCTA's Senior Mobility Program (SMP) to provide community-based senior transportation. These funds must be utilized within five years or returned to OCTA. Because of transportation program pauses during the pandemic, $111,530 of SMP funding was set to be returned to OCTA. Fortunately, the District received permission from OCTA to carry over the $111,530 for two years to serve Cypress, with $64,572 expiring on June 30, 2024, and $46,958 expiring on June 30, 2025.

In partnership with the Senior Commission, RCS recommended using the carried-over funds to attract new participants to the Taxi Voucher program. The City Council approved the recommendation in early 2023, and the Taxi Voucher program has added 86 participants and provided more than 2,800 vouchers.

The District has contracted with California Yellow Cab since 2006, and it operates the Nutrition Taxi program in addition to the Taxi Voucher program. As the Taxi Voucher program grows, it is necessary to amend the agreement with California Yellow Cab from $55,000 to $72,500 annually, resulting in a total not-to-exceed contract amount of $320,000.

BUDGET IMPACT

Eighty percent of Taxi Voucher and Nutrition Taxi program costs are paid with SMP revenue, with the District providing an OCTA-required 20 percent match. The District's Proposed FY 2024-25 Budget includes sufficient appropriations for the enhanced program components and future budgets will incorporate the additional transportation costs.

LEGAL REVIEW

The City Attorney has reviewed and approved the amendment.

APPROVED BY: Peter Grant, City Manager

Attachments

California Yellow Cab Amendment

SECOND AMENDMENT TO THE AGREEMENT
TO PROVIDE SENIOR TRANSPORTATION SERVICES

This SECOND AMENDMENT to the Agreement to Provide Senior Transportation Services is entered into effective the 1st day of June, 2024, ("Second Amendment") by and between the CITY OF CYPRESS, a municipal corporation, (herein "City") and Cabco Yellow Inc, dba California Yellow Cab, a California Corporation (herein "Contractor").

RECITALS

A. WHEREAS, on June 28, 2021, City and Contractor entered into an "AGREEMENT TO PROVIDE SENIOR TRANSPORTATION SERVICES" ("Agreement") in which contractor agreed to perform transportation services for the City's Senior Transportation Program, including both Nutrition Taxi and Taxi Voucher Services.

B. WHEREAS, on July 1, 2022, City and Contractor amended the Agreement to increase transportation rates as the contractor cited a cost increase of over 30% in services that are essential in performing their daily duties.

C. WHEREAS, on February 13, 2023, City Council approved the Senior Commission's recommended changes to the Taxi Voucher Program to provide greater transportation flexibility for Cypress residents sixty years of age and older.

D. WHEREAS, the City and Contractor now wish to amend the Agreement to add additional compensation payable to Contractor to accommodate the increase in new Taxi Voucher participants and the increased number of vouchers issued.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. The Contract Sum; Compensation listed in Section 2.0 shall be amended to read:

> For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum of $72,500 per fiscal year and a total contract amount of Three Hundred Twenty Thousand Dollars ($320,000) ("Contract Sum").

2. This Second Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. Except as otherwise modified by this Second Amendment, the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Second Amendment and agree to be bound by the terms and conditions of the same.

CITY:

CITY OF CYPRESS,
a municipal corporation

_____
Scott Minikus, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

Cabco Yellow Inc. dba California Yellow Cab,
a California Corporation

_____
Name: Akbar Majid
Title: President

520 W. Dyer Rd. Santa Ana, CA 92507
Address:

[END OF SIGNATURES]

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/10/2024

SUBJECT: **Adopt the City of Cypress and the Cypress Recreation and Park District Fiscal Year 2024-25 Budgets**

RECOMMENDATION

1. Adopt a Resolution approving the City Fiscal Year 2024-25 Budget; and

2. Adopt a Resolution approving the Recreation and Park District Budget Fiscal Year 2024-25.

SUMMARY

Prior to July 1 of each year, the City and District are required to adopt a budget for all governmental funds. Budget preparation and analysis is a comprehensive, multi-step process which covers nearly six months concluding with adoption in June. The Proposed FY 2024-25 Budgets were reviewed and discussed at a City Council workshop held on May 13 and the City Council did not request any adjustments. Therefore, the amounts recommended for adoption are unchanged from the workshop.

DISCUSSION

Economic uncertainties continue to make Budget preparation challenging, especially in developing reliable revenue estimates and predicting the impact of inflation on the cost of goods and services. Despite these difficulties, Cypress remains in a strong financial position due to healthy property tax revenue and significant growth in the last few years in investment earnings on cash balances.

The City will continue to respond to economic uncertainties the same way we have with previous challenges - in a strategic, prudent and thoughtful manner which balances long-term financial health with the needs of the community. Cypress remains financially healthy in large part due to its legacy of fiscally prudent leadership and management, and it remains essential to stay committed to these guiding principles as we transition into FY 2024-25.

City Budget
The recommended Budget represents a balanced spending plan for the delivery of services and programs to Cypress residents and businesses which provides funding for the City Council's Strategic Plan goals and objectives. Budgetary control is at the fund level as shown in the attachment to the resolution. A summary of the City's FY 2024-25 recommended Budget follows:

Operating Expenditures	$43,504,283
Capital Projects	13,020,000
Capital Outlay	414,608
Total Expenditures	**$56,938,891**

Projected revenues total $53,507,130 with the spending of fund balance set-asides for pandemic recovery and capital project investment comprising the difference between overall revenues and expenditures. The recommended Budget is similar to FY 2023-24 and continues to incorporate:

- The City Council's Fiscal Strategies and a Five-Year Forecast for the City's General Fund - these long-term financial planning tools consider the impacts of rising costs and revenue trends. While the City's financial condition is relatively unchanged from last year, the challenges and uncertainties ahead remain significant and have the potential to negatively impact the City's financial condition for years to come. In response, the FY 2024-25 Budget was prepared recognizing both short and long-term restraints.
- The first year of the Seven-Year Capital Improvement Program (CIP) - the CIP provides a long-term investment plan for maintaining and enhancing infrastructure and facilities. Proposed CIP spending is up from FY 2023-24 and reserves, including amounts approved by the City Council for pandemic recovery, are set-aside and available for current and future capital needs. Inflation continues to dramatically impact construction costs and the City has had to repeatedly draw on accumulated reserves in the Infrastructure Bank to deliver projects. While the City is fortunate its strong financial position affords this option, it is not sustainable. To avoid circumstances common in so many cities where projects must be canceled or delayed when costs increase, a comprehensive review of the CIP and Infrastructure Bank is planned for FY 2024-25.
- Decision Packages - the Decision Packages organize and describe significant changes in the recommended Budget. The Decision Packages consolidate financial information, present justifications for each recommendation, and summarize the community and financial impacts. The City Council can approve, deny, change or add individual decision packages so long as the Budget remains balanced.

Recreation and Park District Budget
The recommended District Budget represents a balanced spending plan for the delivery of recreation and park services and programs. Budget control is at the fund level as shown in the attachment to the resolution for the District. A summary of the District's FY 2024-25 recommended Budget follows:

Operating Budget	$6,574,293
Capital Projects	$1,572,500
Capital Outlay	$36,240
Debt Service (Loan Repayment to City)	$2,000,000
Total Expenditures	**$10,183,033**

Revenues total $9,583,684 and the recommended Budget is balanced and uses accumulated reserves for capital project investment. The FY 2024-25 capital projects budget includes 10 projects at various parks and decreases significantly from the FY 2023-24 Amended Budget, which included the $33.5 million rehabilitation of Arnold Cypress Park. Generating additional revenue to replace/improve aging park facilities is among the biggest challenges facing the District.

The Budget Message provides additional information on the recommended Budget, including discussions on economic concerns impacting Cypress' long-term fiscal health, as well as summarizing the Decision Packages. After adoption, Budget information will be presented on the interactive online budget application on the City's website and hard copies of the document will also be available for review at City Hall.

BUDGET IMPACT

Adopting the recommended FY 2024-25 Budgets appropriates $56,938,891 for the City and $10,183,033 for the District.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - FY 2024-25 Budget Adoption (City)
Attachment A - FY 2024-25 Budget Adoption Resolution (City)
Resolution - FY 2024-25 Budget Adoption (CRPD)
Attachment A - FY 2024-25 Budget Adoption Resolution (CRPD)
City Manager's Budget Message

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND FIXING THE LIMITATIONS OF EXPENDITURES FOR THE SEVERAL FUNDS AND THE FUNCTIONS, DEPARTMENTS, AND ACTIVITIES CARRIED ON UNDER SUCH FUNDS.

WHEREAS, the City Manager has heretofore prepared and submitted to this Council a proposed Budget for expenditures for the fiscal year commencing July 1, 2024, pursuant to law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CYPRESS:

The proposed Budget, as attached (Attachment A), for expenditures duly submitted and considered as herein before stated, is hereby approved, adopted and fixed as the annual budget of the City of Cypress for the fiscal year commencing July 1, 2024 and ending June 30, 2025, in the amounts and for the funds, purposes, functions, departments and activities as hereinafter set forth; and

That said adopted Budget, including said supplemental revisions and amendments, shall be duly authenticated by the Clerk of the Council and the same shall be placed in the official files of the Office of the Clerk of the City Council; and

That the City Manager is hereby authorized to transfer monies as determined necessary to the competent operation and control of the City business; except that no such transfer shall be made in contravention to the State law or other City ordinance.

PASSED AND ADOPTED by the City Council of the City of Cypress, ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

Attachment A

CITY OF CYPRESS

SUMMARY OF RESOURCES AND APPROPRIATIONS BY FUND

Fiscal Year 2024-25

		REVENUES/SOURCES		EXPENDITURES/USES				
FUND	BEG. FUND BALANCE	PROPOSED REVENUE	FUND TRSFR-IN	OPERATING BUDGET	CAPITAL BUDGET	FUND TRSFR-OUT	OTHER*	END. FUND BALANCE
111 General Fund Operations	$ 1,751,964	$ 41,939,752	$ 1,019,113	$ 39,933,372	$ -	$ 3,102,658	$ 571,876	$ 2,246,675
111 General Fund Reserves	27,783,343	-	-	-	-	-	(593,400)	27,189,943
114 General Fund Grants	-	251,436	6,980	258,416	-	-	-	-
115 Pandemic Resp & Recov	-	-	-	-	-	-	-	-
221 Traffic Safety	-	68,600	-	-	-	68,600	-	-
231 Spec Gas Tax 2105	-	312,833	-	-	-	312,833	-	-
232 Special Gas Tax 2106	1,084,869	242,158	-	-	-	300,000	-	1,027,027
233 Special Gas Tax 2107	-	435,029	-	-	-	435,029	-	-
234 Traffic Mitigation Assmt	1,122,725	45,000	-	-	-	-	-	1,167,725
235 Regional Traffic Fee	453,119	500	-	-	-	-	-	453,619
236 Measure M2 Sales Tax	1,727,050	1,535,000	-	-	1,025,000	1,550,000	-	687,050
238 Special Gas Tax 2103	2,306,625	497,463	-	-	-	650,000	-	2,154,088
239 Road Maint and Rehab	347,275	1,314,599	1,450,000	-	3,100,000	-	-	11,874
251 Lighting Dist No 2	4,175,013	1,905,900	-	1,242,750	2,375,000	186,413	-	2,276,750
261 Storm Drain Fund	1,933,696	450,000	250,000	845,991	-	-	-	1,787,705
262 Plan Local Drain Fac	1,115,756	45,000	-	-	-	-	-	1,160,756
271 Corp Ctr Maint Dist #1	174,300	101,285	-	108,251	-	16,238	-	151,096
281-83 Narc Asset Seizure	708,835	41,000	-	334,052	-	268,930	-	146,853
291 Cable TV PEG	795,396	72,000	-	-	-	-	-	867,396
301 Supp Law Enforcement	-	188,500	-	188,500	-	-	-	-
311 AB 2766	-	66,500	-	-	-	32,100	-	34,400
321 Sewer Fund	8,845,815	1,993,575	-	552,355	950,000	-	-	9,337,035
415 Capital Projects	14,791,796	-	5,570,000	-	5,570,000	-	-	14,791,796
416 Infrastructure Reserve	41,460,888	2,000,000	-	-	-	1,820,000	2,000,000	43,640,888
471 Low and Mod Hsg Assets	18,072	1,000	-	40,596	-	-	21,524	-
TOTAL	**$ 110,596,537**	**$ 53,507,130**	**$ 8,296,093**	**$ 43,504,283**	**$ 13,020,000**	**$ 8,742,801**	**$ 2,000,000**	**$ 109,132,676**

* Denotes increase/(decrease) of committed/assigned/nonspendable fund balances anticipated during the fiscal year which include the following:

- Fund 111: Appropriate $186,200 of accumulated one-time Pandemic Recovery amounts to pay for the Business Development Manager position
- Fund 111: Appropriate $600,000 of accumulated one-time Pandemic Recovery amounts for capital projects
- Fund 111: Allocate $192,800 of FY 2024-25 resources to maintain the General Fund Reserve for Economic Uncertainty at 25% of operating expenditures pe City's Fiscal Strategies
- Fund 111: $21,524 loan to the Low and Moderate Housing Assets Fund as cash flow to support FY 2024-25 operations
- Fund 416: $2 million loan repayment from the Cypress Recreation and Park District for design costs associated with the reconstruction of Arnold Cypress Pa

Note: Fund Transfers In and Fund Transfers Out do not equal in the above schedule due to the following:

Transfer-out of $145,678 is made from the General Fund to the Equipment Replacement Internal Service Fund for Capital Outlay.
Transfer-out of $268,930 is made from the Narcotics Asset Seizure Fund to the Equipment Replacement Internal Service Fund for Capital Outlay.
Transfer-out of $32,100 is made from the AB 2766 Trip Reduction Fund to reimburse the Equipment Replacement Internal Service Fund for a prior year Capital Outlay purchase.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS THE EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, APPROVING THE DISTRICT'S ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND FIXING THE LIMITATIONS OF EXPENDITURES FOR THE FUNDS AND ACTIVITIES CARRIED ON UNDER SUCH FUNDS.

WHEREAS, the City Manager has heretofore prepared and submitted to this Council a proposed Budget for Cypress Recreation and Park District expenditures for the fiscal year commencing July 1, 2024, pursuant to law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS THE EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT:

The proposed Budget, as attached (Attachment A), for expenditures duly submitted and considered as herein before stated, is hereby approved, adopted and fixed as the annual budget of the Cypress Recreation and Park District for the fiscal year commencing July 1, 2024 and ending June 30, 2025, in the amounts and for the funds and activities as hereinafter set forth; and

That said adopted Budget, including said supplemental revisions and amendments, shall be duly authenticated by the Clerk of the Council and the same shall be placed in the official files of the Office of the Clerk of the City Council; and

That the City Manager is hereby authorized to transfer monies as determined necessary to the competent operation and control of the District business; except that no such transfer shall be made in contravention to the State law or other City ordinance.

PASSED AND ADOPTED by the City Council of the City of Cypress, ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

Attachment A

CYPRESS RECREATION AND PARK DISTRICT

SUMMARY OF RESOURCES AND APPROPRIATIONS BY FUND

Fiscal Year 2024-25

		REVENUES/ SOURCES		EXPENDITURES/USES				
FUND	BEG. FUND BALANCE	PROPOSED REVENUE	LOAN FROM CITY	OPERATING BUDGET	CAPITAL BUDGET	LOAN REPAYMENT TO CITY	FUND TRANSFER-OUT	END. FUND BALANCE
212 - General Fund	$ 9,490,787	$ 9,583,684	$ -	$ 6,574,293	$ 1,572,500	$ 2,000,000	$ 186,240	$ 8,741,438
213 - Park Development	-	-	-	-	-	-	-	-
TOTAL	$ 9,490,787	$ 9,583,684	$ -	$ 6,574,293	$ 1,572,500	$ 2,000,000	$ 186,240	$ 8,741,438

Note: Fund Transfers In and Fund Transfers Out do not equal in the above schedule due to the following:

Transfer-out of $36,240 is made from the CRPD General Fund to the District's Equipment Replacement Fund for the purchase of capital outlay

Transfer-out of $150,000 is made from the CRPD General Fund to the District's Employee Benefits Internal Service Fund for Orange County Employees Retirement System (OCERS) pension obligations

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

June 10, 2024

Honorable Mayor and Members of the City Council:

I am pleased to present the City of Cypress' Fiscal Year (FY) 2024-25 Proposed Budget and Capital Improvement Program (CIP). It is a prudent, practical spending plan that serves the community well and advances Cypress' legacy of conservative and award-winning financial management.

The City's long-term financial position remains strong amidst a challenging, confused economy, high interest rates, and rising personnel costs. As was the case in FY 2023-24, the Proposed Budget is balanced thanks to interest earnings, but as the Five-Year Forecast highlights, the City remains dogged by a stubborn structural deficit that limits our options to absorb cost increases or enhance service levels.

The deficits projected in the Five-Year Forecast have two primary causes. The first cause is one that all California cities face: costs - especially personnel costs - increase faster than revenues and cities have very little ability to raise revenue. The second cause is unique to Cypress: the annual $1.55 million of General Fund operating revenue dedicated to capital and infrastructure projects. City Councils have made this important annual investment for more than 20 years and Cypress' high-quality infrastructure and public facilities reflect it. However, this commitment is funded with revenues that would otherwise be available for operations and budget balancing.

The $1.55 million investment in capital and infrastructure is highlighted in the Budget Message to underscore its importance to Cypress' success – not to suggest the City Council should abandon or decrease it. In fact, adjusting for inflation, the $1.55 million investment has less than half the buying power it did in 2004. The community would be well served to increase the investment of operating revenue in capital and infrastructure projects if it could be accomplished without reducing services or staffing.

Fortunately, the deficits projected in the Five-Year Forecast can likely be offset by using amounts set-aside in the Budget Stabilization Reserve, which was established to bridge small budget deficits that are anticipated to rectify through operational efficiencies and prior fiscal year end budget savings.

The City has experienced small, projected budget deficits for the past several years. Fortunately, the deficits have proven to be *on paper only* and resolved when revenues

Scott Minikus, Mayor
Bonnie Peat, Mayor Pro Tem **David Burke**, Council Member
Anne Mallari, Council Member **Frances Marquez, Ph.D.**, Council Member

exceeded sensible projections and/or some planned spending and projects did not come to pass.

Nonetheless, Cypress' long-term financial future must remain a top consideration for the City Council. In particular, City operations are heavily dependent on sales tax – a volatile revenue that is not generated evenly throughout the business community. Cypress relies on a handful of businesses for the majority of its sales tax, which means a disruption to any of those businesses could imperil City operations. To mitigate this risk, the City Council updated the City's sales tax estimating and budgeting practice a few years ago to limit reliance on sales tax funding for annual operations.

While the City's ability to generate additional revenue is limited, preserving Cypress' strong financial position requires the City Council to do all it can to support the success and vitality of Cypress' business parks and the Katella Avenue commercial corridor.

The result of a visionary public-private partnership more than 40 years ago that deftly blended Cypress' residential and commercial land uses, the business parks are Cypress' economic engine. The City's ongoing role in this partnership is to provide the regulatory environment and flexibility our business community needs to succeed. As the first generation of business park buildings are modernized and their uses evolve with the regional economy, the City must approach projects focused on the whole community and balance competing interests with an eye to the horizon.

City Councils, past and present, recognize the value of a balanced residential and commercial community and have approved many business support initiatives. Highlights from recent City Council actions include:

- Direct support of Cypress' business community from one-time pandemic recovery funding
- Funding a full-time Business Development Manager position
- Preparing to modernize the business parks' land use regulations
- Approving an updated Housing Element that commits to asking voters to approve more (and more diverse) housing at Los Alamitos Race Course when it redevelops

These initiatives present the community the opportunity to bolster City revenues without increasing taxes. Cypress is one of just a few established, fully-developed cities in southern California that have not increased its local sales tax rate and does not have a utility user tax.

Investing in the business community to avoid higher taxes benefits residents and makes Cypress more attractive to businesses - a success sustaining cycle results in a community that is less likely to need to consider new taxes.

Our industry leading financial management practices are a justifiable source of community pride. Cypress is the only city to be recognized twice by former State Senator (and

Certified Public Accountant) John Moorlach for having the strongest unrestricted net (fiscal) position of Orange County's 34 cities. The City also continues to earn recognition from the Government Finance Officers Association for its Budget and Annual Comprehensive Financial Report. A new online, resident-friendly Budget presentation debuted in FY 2023-24 and is furthering the City's commitment to transparency.

FY 2024-25 finds the City's short-term financial condition healthy, but navigating a variety of inflation-related challenges, an extraordinarily difficult employment market, and wobbling sales tax.

Inflation has hit capital projects especially hard. The estimated cost for every CIP project has increased dramatically because of inflation and supply shortages. Annual projects, like residential street resurfacing, have had their scope of work reduced compared to prior years or rely on funding from accumulated General Fund set-asides in the City's Infrastructure Bank. Fortunately, Cypress' strong financial management practices enable the City to fund CIP projects on a pay-as-you-go basis and avoid high borrowing costs.

Personnel costs are up $2 million from FY 2023-24 and place considerable strain on City finances. While spending on personnel is an important investment in ensuring Cypress is served by highly capable professionals who are committed to preserving and promoting our community, the costs will be a challenge to sustain.

Employer pension costs are forecasted to continue to increase as CalPERS navigates high interest rates, international crises, and rising employee wages. Fortunately, the City Council recently approved a plan to fully offset Cypress' unfunded pension liabilities by 2030. I believe Cypress will be the first city in the state with a public safety department to fully offset its pension liability without issuing debt. This remarkable accomplishment not only strengthens the City's financial position, it is an indelible commitment to our employees and their retirement security.

BUDGET OVERVIEW

The combined Operating and Capital Budgets are $57 million, an increase of 9.4% from FY 2023-24, and are balanced.

The Operating Budget (all Funds) represents $43.5 million (76%) of the Budget, while capital improvement investments total $13 million (23%) and capital outlay makes up $0.5 million (1%) of expenditures.

The City is largely a service provider and over two-thirds of the Operating Budget are personnel costs, with the majority of that in the Police department.

Projected FY 2024-25 revenues are $53.5 million, five percent increase from FY 2023-24. While General Fund revenues exceed operating expenditures, the use of accumulated reserves to support capital investments balances the Budget. Overall, the $1.5 million

fund balance decline for all City funds is largely the result of the use of accumulated moneys (including one-time Pandemic Recovery Plan funds) for capital improvement program investments.

Budget Summary (Millions)	*Operating Budget*	*Capital Budget*	*Total*
Revenues	$ 46.2	$ 7.3	$ 53.5
Expenditures	(43.5)	(13.5)	(57.0)
Other Sources	-	2.0	2.0
Transfer for Capital	(2.5)	2.5	-
Surplus/(Deficit)	$ 0.2	$ (1.7)	$ (1.5)

Key assumptions used to develop the Budget include:

- Reflects established City Council priorities and Fiscal Strategies
- Sales tax revenue grows modestly
- $786,200 of Pandemic Recovery Plan set-asides fund one-time projects
- Current service levels are maintained
- Required CalPERS pension liability payments increase $823,000
- City Council established reserves are maintained
- $2.1 million of General Fund resources are contributed for current year capital projects
- Negotiated and anticipated employee salary and benefit increases are incorporated

General Fund Overview

The General Fund, the City's largest fund and the one over which the City Council has the most discretion, is balanced with a small projected decrease in total reserves.

General Fund Budget Summary (Millions)	*2024-25 Proposed*
Revenues	$ 41.9
Transfers In	1.0
Expenditures	(39.9)
Capital Projects	(2.7)
Transfers Out	(0.4)
Decrease to Fund Balance	$ (0.1)

General Fund Revenues

FY 2024-25 General Fund revenues are projected to increase $2,200,910 (5.5%) from the prior year and do not include any tax increases.

Revenue Category	*2023-24 Adopted*	*2023-24 Estimated*	*2024-25 Proposed*	*% Change*
Property Taxes	$12,955,000	$13,687,520	$ 13,984,000	7.9%
Sales Tax	12,605,000	12,305,000	12,941,000	2.7%
Transient Occupancy Tax	2,750,000	2,850,000	3,125,000	13.6%
Franchise Tax	1,930,000	2,128,448	2,050,000	6.2%
Other Taxes	2,135,000	2,206,400	2,188,400	2.5%
Investment Earnings	1,750,000	2,200,000	2,200,000	25.7%
Park District Reimb	2,655,010	2,385,051	2,568,353	-3.3%
Service Charges	1,328,200	1,081,829	1,110,430	-16.4%
Licenses & Permits	1,012,330	975,330	952,330	-5.9%
Other Revenues	618,302	911,981	820,239	32.7%
Totals	$39,738,842	$40,731,559	$ 41,939,752	5.5%

Inflation impacts and the expectation that the economy will slow make revenue projections difficult. Accordingly, the Budget is built on conservative, but realistic projections that reflect the most up-to-date information available from the City's sales tax consultant, property tax consultant, Cal Cities, the State Department of Finance, year-to-date receipts, and regional economic forecasts.

Cypress' largest revenue source, property tax ($14 million), is projected to increase just over $1 million (7.9%) from the FY 2023-24 Budget. While Proposition 13 limits annual assessed value increases to protect homeowners, over time it has prevented property tax revenue from keeping pace with operating costs. However, the increase projected for FY 2024-25 is larger than in a typical year and is the result of significant assessed value growth due to ownership changes and new construction of apartments and senior living communities.

Sales tax remains a close second to property tax for largest revenue source ($12.9 million) and is volatile, especially during periods of economic uncertainty. Sales tax receipts remained stronger than expected during the pandemic, and more recently have benefitted from inflation and its impact on the cost of taxable items. The most recent forecasts indicate modest sales tax growth in FY 2024-25. While any year-over-year growth is positive news, ongoing City operations cannot become overly reliant on sales tax because it can decline rapidly from one year to the next. As such, the Fiscal Strategies are designed to limit budgeted sales tax revenues that supports City operations to a four-year average. Sales tax receipts projected to exceed the four-year average are dedicated for one-time expenditure. For FY 2024-25, the sales tax baseline average is just over $13 million which exceeds the sales tax revenues included in the Budget so no amounts are required to be allocated to one-time purposes.

Until about two years ago, investment earnings received on cash balances, had not been a major revenue source in the General Fund for well over a decade. However, Federal Reserve actions resulted in unprecedented interest rate hikes in 2022 which have held steady into 2024. While these increases are generally viewed as economically risky with

the potential for negative short-term financial impacts to residents, local businesses and the City's revenue base, higher interest paid on Treasury-backed securities generates significant additional revenues to the City. Over the last few years, interest rates on Treasury notes have gone from close to zero to well over four percent. As such, investment earnings in FY 2024-25 continue to increase and are expected to be $450,000 higher than the prior budget and nearly $2 million more than the FY 2022-23 adopted budget. In short, the growth in investment earnings have been responsible for the FY 2023-24 Budget and FY 2024-25 Proposed Budget being balanced without the use of reserves.

As with sales tax revenue, it is essential that City services do not rely on an unpredictable revenue source like investment earnings. In response, a new practice has been incorporated into the FY 2024-25 Proposed Budget which allocates a portion of General Fund interest earnings to one-time capital projects when earnings on cash balances are projected to exceed three percent. For FY 2024-25, interest earnings are budgeted at four percent and total $2.2 million which results in an additional one-time budget allocation of $550,000 for capital projects.

It remains imperative the City Council act as diligent stewards of the community's resources, confronting new financial challenges, diversifying the City's revenue base, and containing ongoing costs to limit vulnerability during periods of volatility.

General Fund Expenditures

FY 2024-25 expenditures are $39.9 million, an increase of $2.4 million (6.3%) from FY 2023-24.

Expenditure Category	*2023-24 Adopted*	*2023-24 Estimated*	*2024-25 Proposed*	*% Change*
Personnel	$24,478,999	$22,425,781	$ 26,514,917	8.3%
Maintenance & Operations	9,125,638	9,617,271	9,393,835	2.9%
Internal Service Charges	3,977,980	3,977,980	4,024,620	1.2%
Totals	$37,582,617	$36,021,032	$ 39,933,372	6.3%

The personnel expenditure increases are due to many factors, the largest are the costs associated with negotiated increases for Police Officers and pending agreements with all civilian employees.

Responding to industry-wide wage and recruitment pressures, the two labor agreements for sworn personnel significantly increased compensation to the Police department's Police Officers, Sergeants, Lieutenants and Captains.

Other personnel increases include significantly higher required CalPERS unfunded pension liability amortization payments and anticipated compensation adjustments for

unrepresented employees. These increases are partially offset by decreases from FY 2024-25 Decision Packages that recommend eliminating two vacant full-time positions.

Maintenance and operation increases result from several factors, including expected mandatory increases to the City's required contribution for regional homelessness assistance and contract animal control services, as well as several items included in the Decision Packages. Decision Package are summarized in the following table.

#	*Subject*	*Fund*	*One-Tme Cost (Savings)*	*Ongoing Cost (Savings)*
ADM 1	Reallocation of Personnel Resources to Contract Services	General/Print Shop	$ -	$ (60,000)
ADM 2	City Council and City Manager Team Building	General	30,000	-
ADM 3	Biennial Citizens Academy	General	(5,000)	(2,500)
PW 1	Public Works Organizational Review	General	75,000	-
PW 2	Succession Planning	General	115,000	-
PW 3	Traffic Improvement Fee Study	General	80,000	-
PW 4	Sorrento Landscaping Pilot Project	Infrastructure	20,000	-
		Total All Funds	**$ 315,000**	**$ (62,500)**

Capital Improvement Program (CIP) Highlights

The CIP is the City's long-term plan for investing in facilities and infrastructure. It is a key component of the Budget and of vital importance to the community. The CIP balances new projects, replacement of aged infrastructure, and life-extending maintenance.

Comprised of projects that often span multiple years and draw on many different funding sources, the Proposed FY 2024-25 CIP invests $13 million. The CIP also includes nearly $1.6 million for Recreation and Park District projects.

Project Type	*2024-25 Proposed*
Street Projects	$ 6,050,000
Traffic Signal/Lighting Projects	2,500,000
Storm Drain Projects	250,000
Sewer Projects	950,000
Parkway Projects	770,000
Public Facility Projects	2,500,000
Totals	$13,020,000

Fund Balances and Reserves

The Proposed Budget reflects the City Council's policy of fully funding capital outlay replacements and employee benefit and self-insurance liabilities. All liabilities (with the exception of the CalPERS pension and retiree medical liabilities) are fully-funded and the Internal Service Funds have sufficient cash to pay all the required annual contributions for pensions and retiree medical costs.

The City Council has established a Pension Trust to help offset unfunded CalPERS pension liabilities, with a goal of having sufficient Pension Trust assets to fully offset projected unfunded pension liabilities by 2030. To achieve this goal, a portion of any General Fund budget surplus is annually committed to additional trust investments.

Importantly, the Proposed Budget conforms to City Council policies requiring a 25% General Fund Contingency Reserve of $10 million and a 30% CIP Fund Cash-Flow Emergency Reserve of $12 million. Neither of these reserves is expected to be utilized in FY 2024-25.

CYPRESS RECREATION AND PARK DISTRICT

The Proposed Budget includes the Recreation and Park District (District), which is a distinct legal entity from the City although the City Council serves as the District's Board of Directors. The City supports the District through fee-based general management; finance; human resources; information technology; and maintenance services.

District Revenues

District revenues are budgeted at $9.6 million, an increase of $951,474 (11%) from FY 2023-24. The higher revenues are attributed to larger than normal property tax growth and higher rates earned on cash balances which were both discussed previously in the overview of the City's General Fund, as well as a $415,878 one-time State Proposition 68 grant for capital projects.

The District receives the majority of its recurring revenue (over 80%) from property tax, with fees for service (classes and facility rentals) historically being the one other major revenue source. The District's dedicated property tax revenue remains a double-edged sword. It provides a stable income stream with which the District delivers a high level of recreation services. However, under Proposition 13 property tax revenue growth tends to be less than both inflation and the longer-term growth rate of employee compensation due to pension costs and minimum wage increases. Fortunately, in times of economic uncertainty, property tax provides a reliable and steady cash flow and the District's short-term financial health is strong.

Revenue Category	*2023-24 Adopted*	*2023-24 Estimated*	*2024-25 Proposed*	*% Change*
Property Taxes	$ 6,772,000	$ 7,234,000	$ 7,376,000	8.9%
Interest & Rents	857,210	856,718	926,250	8.1%
From Other Agencies	286,000	108,250	548,852	91.9%
Services Charges	717,000	652,158	732,582	2.2%
Park Development Fees	-	444,999	-	n/a
Other Revenue	-	37,229	-	n/a
Totals	$ 8,632,210	$ 9,333,354	$ 9,583,684	11.0%

Personnel costs represent more than 50% of District operating costs accounting for reimbursements to the City for maintenance services. With its primary revenue source not expected to keep pace with inflationary expenditure growth in the coming years, the District must continue to take measures to ensure its long-term fiscal sustainability. In addition to regularly updating fees, the District must optimize operations; leverage revenue generating assets; and add non-property tax revenues.

Strengthening its financial condition is particularly important to enable the District to fund future facility and park improvements. Current revenues are sufficient to pay for operations and some capital projects (including the annual repayment associated with the reconstruction of Arnold Cypress Park) but are insufficient to provide for future major rehabilitation.

District Expenditures

The District Budget is $10.2 million, which is $26.7 million less than FY 2023-24 due to Arnold Cypress Park rehabilitation project. Personnel costs increase 9.8%, reflecting the ongoing impact of minimum wage increases, higher pension costs, negotiated/anticipated salary increases, and several new employees moving through their salary ranges.

While maintenance and operations expenditures remain flat when compared to FY 2023-24, the previous year incorporated large increases for contract services caused by inflation, the tightening labor market, and higher material and equipment costs.

Expenditure Category	*2023-24 Adopted*	*2023-24 Estimated*	*2024-25 Proposed*	*% Change*
Personnel	$ 2,495,190	$ 2,255,039	$ 2,738,497	9.8%
Maintenance & Operations	3,527,539	3,244,889	3,507,406	-0.6%
Internal Service Charges	306,290	306,290	328,390	7.2%
Debt Service	1,000,000	1,394,921	2,000,000	n/a
Capital Projects	29,560,000	41,201,712	1,572,500	-94.7%
Capital Outlay	26,962	26,962	36,240	34.4%
Totals	$36,915,981	$48,429,813	$ 10,183,033	-72.4%

District Capital Improvement Projects

The FY 2023-24 Amended Budget includes $33.5 million for the reconstruction of Arnold Cypress Park. This project is funded by a loan from the City's Infrastructure Fund and, starting in FY 2024-25, will be repaid by the District using $2 million of additional annual property tax revenues.

Future capital projects will be prioritized based on the facilities inventory and condition assessment and the availability of resources. New FY 2024-25 CIP projects are programmed at a modest level due to the significant commitment to Arnold Cypress Park, and are summarized and discussed in the FY 2024-25 Proposed Budget.

CONCLUSION

The FY 2024-25 Proposed Budget funds a strong municipal corporation and a remarkable group of employees. I am enormously proud of Team Cypress' service to our community and have immense confidence in our ability to respond to challenges.

The City Council's long-standing practice of strategically investing limited resources has Cypress well prepared for whatever lies ahead – assuming we continue our constrained approach to municipal operations and focus on core services.

The FY 2024-25 Proposed Budget embodies the City Council's dedication to careful and transparent financial management. This commitment spans generations of Cypress City Councils and is the most important way we sustain the community's success, political stability, skilled leadership, and partnership with our employees.

I would like to express my appreciation to our department Directors for their efforts to deliver quality services to our community and to support the City Council as it delivers on the City's Mission Statement:

Cypress is a safe and welcoming community delivering excellent services for our residents, neighborhoods, and businesses.

It is a tremendous honor to be Cypress' City Manager and I look forward to beginning a second decade of service to our wonderful community from solid financial footing in FY 2024-25.



Peter Grant
City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/10/2024

SUBJECT: **Adopt the Seven-Year Capital Improvement Program FY 2024-25 to FY 2030-31**

RECOMMENDATION

1. Determine the Seven-Year CIP FY 2024-25 to FY 2030-31 is consistent with the General Plan; and

2. Confirm various projects are exempt from California Environmental Quality Act Exemptions requirements; and

3. Adopt a Resolution approving the Seven-Year CIP FY 2024-25 to FY 2030-31; and

4. Adopt a Resolution updating annual Public Works contract award thresholds as required by Municipal Code Section 21A-19.

SUMMARY

The Seven-Year Capital Improvement Program (CIP) FY 2024-25 to FY 2030-31 proposes 29 projects, invests $14.6 million in capital improvements in the first year and contemplates $104 million for the seven-year period. Public Works has determined the CIP is consistent with the General Plan's goals and policies.

DISCUSSION

The CIP is the city's comprehensive infrastructure maintenance and management plan for FY 2024-25 and the six years thereafter, and is of vital importance to the community. It invests $14.6 million in FY 2024-25 and includes Myra Avenue stormwater pump station design, traffic signal cabinet and controller replacements, the Sewer System Master Plan update, city hall HVAC and roof repairs, and Veterans Park restroom renovations.

Capital projects have been significantly impacted by inflation and costs have surged. Routine annual projects such as street resurfacing and sidewalk rehabilitation have been reduced in scope or have to draw from accumulated Infrastructure Bank reserves. For example, to

maintain current pavement conditions throughout the city requires $5 million from the Infrastructure Bank over the next seven years. While Cypress' strong financial position provides the City Council with the ability to commit discretionary resources to a variety of CIP projects, rising capital improvement costs are a serious challenge Cypress will have to navigate in the years to come.

The CIP is available on the City's website and includes information on individual projects, including descriptions and funding sources. The City Council received the Proposed CIP at its May 13 workshop, provided comments and made no changes. The Proposed FY 2024-25 CIP is consistent with General Plan's Circulation and Safety Elements.

California Environmental Quality Act Exemptions

Most CIP projects are exempt from CEQA because they involve the repair of existing facilities or are information collection/studies. Projects that are not associated with existing facilities may require further analysis and the City Council will consider these projects separately.

Contract Award Thresholds

Municipal Code Section 21A-19 requires public works project approval thresholds to be updated annually by City Council Resolution. The calculation is based on the Los Angeles area Construction Cost Index published by the Engineering News-Record (ENR). The May 2024 ENR Index calculation sets the City Manager's contract award authority at $154,000 for public works projects and $77,000 for public works project professional services contracts effective July 1, 2024. City Council approval is required for contracts above these amounts.

BUDGET IMPACT

The first year of the Seven-Year CIP is incorporated into the FY 2024-25 Proposed Budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

7-Year CIP
Resolution - CIP Approval
Resolution - Award Thresholds
ENR Index Calculuation
Municipal Code 21A-19 - Contracts for Public Works



CITY OF CYPRESS

7-YEAR CAPITAL IMPROVEMENT PROGRAM

FISCAL YEARS 2024-25 to 2030-31





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Introduction

The City of Cypress has developed a Capital Improvement Program (CIP) to plan for infrastructure improvements for the next seven years. The document is a planning tool to ensure that the City's infrastructure needs are addressed and the City can plan for major expenditures. One of the City's Strategic Plan Goals is to "Maintain and Enhance Infrastructure and Facilities," and the CIP is the City Council's primary effort to accomplish the goal.

DEFINITION OF CAPITAL PROJECT

The City Charter defines Capital Improvements as an improvement with an estimated cost in excess of $10,000 and a probable life in excess of ten years, or such other improvement as may be specified by the Council. Projects that are appropriate for the CIP are placed in seven categories or types:

- Streets
- Traffic Signal
- Storm Drain
- Sewer
- Parkway
- Public Facility
- Parks

FUNDING SOURCES

The following is a summary of major funding sources for capital projects. This does not include any competitive grant funds.

General Fund - This fund accounts for all revenues and expenditures that are not accounted for separately. The revenues consist of general taxes, user charges, certain fines, and investment earnings. The expenditures include police services, public works engineering and maintenance, planning, building safety and administrative services.

Infrastructure Reserve Fund - This fund was established to account for accumulated monies that will be used to fund capital improvement projects funded from the general revenues of the City. This fund provides a reserve to accumulate funds for projects that could not be funded within the fiscal constraints of a single year. The primary funding source for the accumulation of these monies is an annual transfer from the General Fund. Annual transfers out are made to fund specific projects budgeted in the City's CIP fund.

Special Gas Tax Funds: The State Gas Tax equals 18 cents per gallon and Cities receive a portion (3.39 cents) based on population under different sections of the Streets and Highway Code. A separate fund is established under each section as follows:

> **Section 2103 Revenue Fund** - Under this fund, which was created in FY 2010-11, cities receive an allocation from a new motor vehicle fuel excise tax that replaces the previous allocation from the Proposition 42 sales tax on gasoline. This change is known as the "fuel tax swap of 2010" and revenues are allocated to Cities on a per capita basis. These funds may be used for street construction, improvements and right-of-way maintenance.
>
> **Section 2106 Revenue Fund** - Under this fund, cities receive $400 per month plus a portion rationed by assessed valuation of tangible property by county and then allocated by population. The amount allocated to the cities amounts to 1.04 cents a gallon. These funds must be used for street construction, improvements and right-of-way and funds may be carried over.

Traffic Mitigation Assessment Fund - This fund was established to account for traffic fees assessed to developers. The funds may only be expended for traffic mitigation purposes as defined in the fee resolutions.

Measure M Gas Tax Fund - This fund accounts for the City's share of Measure M monies. Measure M is the half cent sales tax for countywide transportation improvements, approved by Orange County voters in November 1990 and extended in November 2006. Based on population ratio, cities receive M2 (formerly local turnback) monies which are equivalent to 14.6% of the net sales tax received by OCTA. Cities must fulfill the maintenance of effort spending and certain administrative requirements, such as a Growth Management Plan, to receive the funds. This money must be used for local street projects as well as ongoing maintenance of local streets and roads.

SB 1 RMRA Fund – Senate Bill 1 created the Road Maintenance and Rehabilitation Account (RMRA), which receives revenues from increased fuel taxes and vehicle registration fees. A portion of the RMRA monies is distributed to cities to pay for road improvements and maintenance.

Sewer Fund - This fund accounts for the maintenance of and improvements made to the City's sewer system. Revenues consist of property taxes and fees on the water bills to all residents and businesses. The monies in this fund are restricted to sewer maintenance and construction costs.

Street Lighting District No. 2 Fund – This special district was established in 1961 to pay for street lights in the City. The ad valorem taxes received are a portion of the 1% Basic

Property Tax levy. The expenses are restricted to lighting costs (operating, repairing, and replacing) as defined under the Street Lighting Act of 1919. The City, under its charter powers, has expanded the use of these funds to include traffic signal maintenance and park lighting.

Cypress Recreation and Park District General Fund - The revenues from the Recreation and Park Special District include a portion of the 1% Basic Property Tax, user fees and special funding from other government agencies (including grants, subventions, etc.). The expenses are restricted to recreation and park activities, including park maintenance and recreation programs.

CAPITAL PLANNING PROCESS

The capital planning process is incorporated in the annual budget process. The process of creating and adopting the budget is a multi-step process, which takes approximately six months from start to finish.

January
- Staff reviews current fiscal year projects and determines year-end revenue and expenditure projections
- Annual CIP budget process begins

February
- Solicit project requests from Departments
- Gather project request information from Commissions
- Staff begin drafting CIP worksheets

March and April
- City Manager meets with Engineering staff to review CIP project requests
- Proposed CIP compiled

May
- Present Seven Year CIP to City Council at annual Budget Workshop
- City Council prioritizes proposed projects

June
- City Council considers Seven Year Capital Improvement Program with incorporated changes from Budget Workshop

July
- Start of new Fiscal Year

IMPACT OF CAPITAL PROJECT ON FUTURE OPERATION BUDGET

The City recognizes that capital projects have an impact on the operating budget. The primary impact is the ongoing maintenance and operations requirements that continue after a project

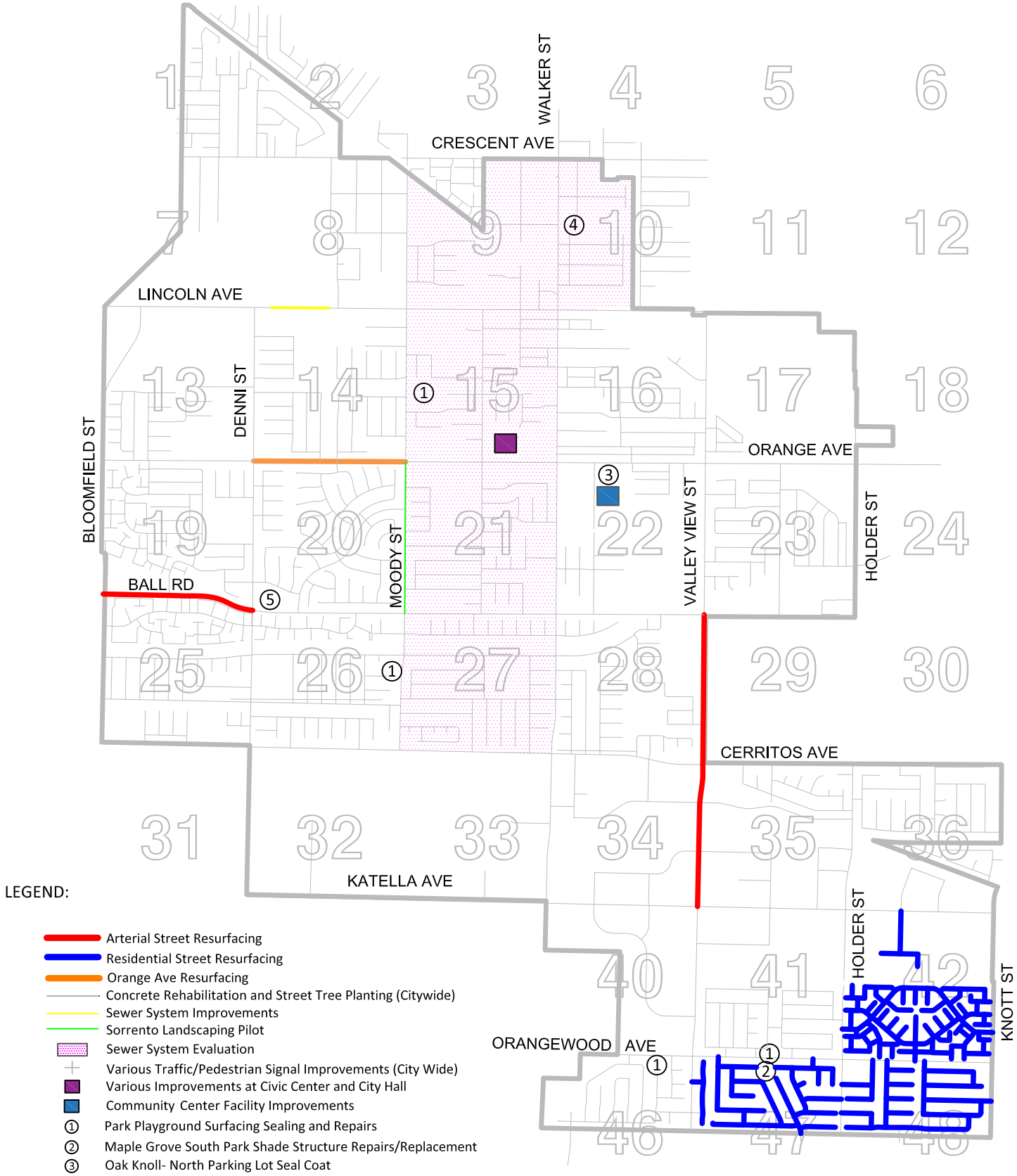
is completed. Each individual project description sheet that follows summarizes the anticipated impact of future operating and maintenance costs.

The approved first-year projects in the CIP are funded in the 2024-25 Budget. Projects planned in the next six years are approved by the City Council in concept only. Ongoing projects included in the Seven-Year CIP are reviewed annually. The CIP is updated annually to address specific needs as they arise, or as the City Council goals and policies change.

LASTING IMPACTS OF SUSTAINED INFLATION

Although inflation has recently slowed and stabilized for the overall economy, the construction industry, like many others, is still plagued by the cumulative effects of several years of historic inflation. The Fiscal Year 2024-25 Capital Improvement Program continues to be impacted by significant materials, equipment and labor cost increases. Annual projects such as the residential street resurfacing and concrete rehabilitation projects may require more investments or their scope may be reduced compared to prior years.

FY 2024-25
CAPITAL IMPROVEMENT PROGRAM



LEGEND:

- Arterial Street Resurfacing
- Residential Street Resurfacing
- Orange Ave Resurfacing
- Concrete Rehabilitation and Street Tree Planting (Citywide)
- Sewer System Improvements
- Sorrento Landscaping Pilot
- Sewer System Evaluation
- Various Traffic/Pedestrian Signal Improvements (City Wide)
- Various Improvements at Civic Center and City Hall
- Community Center Facility Improvements
- ① Park Playground Surfacing Sealing and Repairs
- ② Maple Grove South Park Shade Structure Repairs/Replacement
- ③ Oak Knoll- North Parking Lot Seal Coat
- ④ Mackay Sports Court Resurfacing
- ⑤ Veterans Park Sports Court/Restroom Renovations

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Capital Improvement Program Expenditures

The Seven-Year CIP budget includes total project costs, from inception to final construction. During this time, cash flow is forecasted based on predicted expenditures for all active projects.

The following charts break down the Department's allocated expenditures for recommended CIP improvements per the City's various master planning efforts.

Figure 2: Summary of Capital Projects

Figure 2a: Summary of Recreation and Park District Capital Projects

Figure 3: Projects by Type (7-Year Summary)

Figure 4: Projects by Type (7-Year)

Figure 5: Funding Sources (7-Year Summary)

Figure 6: Projects by Funding Sources (7-Year)

CITY OF CYPRESS
SUMMARY OF CAPITAL PROJECTS
Fiscal Year 2024-25

FUND		FUNDING SOURCES GENERAL	INFRA-STRUCTURE RESERVE	GAS TAX	MEASURE M2	OTHER		TOTAL
	STREET PROJECTS (80100)							
415	Residential Street Resurfacing (8011)	$ 1,350,000	$ 150,000	$ 550,000	$ -	$ -		$ 2,050,000
236	Arterial Rehabilitation-Orange Ave (8012)				700,000	200,000	(1)	900,000
239	Arterial Street Rehabilitation (8012)	-	-	-	1,450,000	1,650,000	(2)	3,100,000
	Subtotal	$ 1,350,000	$ 150,000	$ 550,000	$ 2,150,000	$ 1,850,000		$ 6,050,000
	SIGNAL/LIGHTING PROJECTS (80200/80800)							
236	Various Traffic Signal/Striping Improvement (8021)	$ -	$ -	$ -	$ 125,000	$ -		$ 125,000
251	Traffic Signal Timing (8021)	-	-	-	-	75,000	(3)	75,000
251	Install Accessible Pedestrian Signals (8021)	-	-	-	-	250,000	(3)	250,000
251	Upgrade Traffic Software/Components (8021)	-	-	-	-	1,700,000	(3)	1,700,000
251	Street Light LED Conversion (8081)	-	-	-	-	350,000	(3)	350,000
	Subtotal	$ -	$ -	$ -	$ 125,000	$ 2,375,000		$ 2,500,000
	STORM DRAIN PROJECTS (80300)							
415	Upgrade Pump Station Software/Hardware (8031)	$ 250,000	$ -	$ -	$ -	$ -		$ 250,000
	Subtotal	$ 250,000	$ -	$ -	$ -	$ -		$ 250,000
	SEWER PROJECTS (80400)							
321	Sewer System Improvements (8041)	$ -	$ -	$ -	$ -	$ 150,000	(4)	$ 150,000
321	Sewer System Evaluation/Master Plan (8041)	-	-	-	-	800,000	(4)	800,000
	Subtotal	$ -	$ -	$ -	$ -	$ 950,000		$ 950,000
	PARKWAY PROJECTS (80500)							
415	Concrete/Sidewalk Rehabilitation (8051)	$ 250,000	$ -	$ 300,000	$ -	$ -		$ 550,000
415	Irrigation Upgrades/Water Conservation (8053)	-	-	-	100,000	-		100,000
415	Sorrento Landscaping Pilot Project (8053)	-	20,000	-	-	-		20,000
415	Street Tree Planting (8055)	-	-	100,000	-	-		100,000
	Subtotal	$ 250,000	$ 20,000	$ 400,000	$ 100,000	$ -		$ 770,000
	PUBLIC FACILITY PROJECTS (80600)							
415	HVAC Rehabilitation - Civic Center (8061)	$ 250,000	$ 325,000	$ -	$ -	$ -		$ 575,000
415	City Hall Executive Board Room Imprvmnts (8061)	-	-	-	-	600,000	(5)	600,000
415	City Hall and PD Roof Recoating (8061)	-	1,200,000	-	-	-		1,200,000
415	City Hall Security Improvements (8061)	-	125,000	-	-	-		125,000
	Subtotal	$ 250,000	$ 1,650,000	$ -	$ -	$ 600,000		$ 2,500,000
	Total Funded CIP Projects	**$ 2,100,000**	**$ 1,820,000**	**$ 950,000**	**$ 2,375,000**	**$ 5,775,000**		**$ 13,020,000**

Legend:

(1) State Highway Funds
(2) State RMRA (SB1)
(3) Street Lighting
(4) Sewer Fund
(5) General Fund (One-Time Pandemic Response Spending Plan Monies)

Note: General Fund Allocation of $2.1 million includes $550,000 for capital projects from interest earnings which exceed the baseline for FY 2024-25
Note: Gas Tax Allocation is $650,000 (2103) and $300,000 (2106)

CYPRESS RECREATION AND PARK DISTRICT
CAPITAL PROJECTS
Fiscal Year 2024-25

PARKS PROJECTS (80700_8071)	GENERAL FUND	STATE PARK GRANT	TOTAL
Veterans Park Sports Court Replacements/Improvements	$ 54,122	$ 415,878	$ 470,000
Veterans Park Restroom Renovations	375,000	-	375,000
Facility Exterior Door Replacements	150,000	-	150,000
Parking Lot Seal Coat	140,000	-	140,000
Community Center Facility Improvements	100,000	-	100,000
Park Shade Structure Repairs/Replacements	100,000	-	100,000
Park Playground Surfacing Sealing and Repairs	90,000	-	90,000
Park Irrigation Master Plan and Improvements	75,000	-	75,000
Sports Court Resurfacing	50,000	-	50,000
Civic Center Green Tree Replacement	22,500	-	22,500
TOTAL NEW CAPITAL PROJECTS	$ 1,156,622	$ 415,878	$ 1,572,500

Figure 3: Projects by Type (7-Year Summary)

Category	Number of Projects	FY 24/25 Year 1	FY 25/26 Year 2	FY 26/27 Year 3	FY 27/28 Year 4	FY 28/29 Year 5	FY 29/30 Year 6	FY 30/31 Year 7	Grand Total (7-Year)
80100 STREET PROJECTS	3	$6,050,000	$4,300,000	$4,900,000	$4,500,000	$4,800,000	$5,200,000	$5,100,000	$34,850,000
80200 TRAFFIC SIGNAL PROJECTS	7	$2,500,000	$525,000	$575,000	$175,000	$125,000	$375,000	$125,000	$4,400,000
80300 STORM DRAIN PROJECTS	2	$250,000	$27,250,000	$1,975,000	$250,000	$250,000	$250,000	$250,000	$30,475,000
80400 SEWER PROJECTS	3	$950,000	$350,000	$3,160,000	$310,000	$2,470,000	$3,020,000	$730,000	$10,990,000
80500 PARKWAY PROJECTS	5	$770,000	$775,000	$1,050,000	$800,000	$1,075,000	$775,000	$800,000	$6,045,000
80600 PUBLIC FACILITY PROJECTS	10	$2,500,000	$1,075,000	$2,175,000	$640,000	$250,000	$700,000	$450,000	$7,790,000
80900 OTHER PROJECTS	1	$0	$100,000	$0	$0	$0	$0	$0	$100,000
90000 PARK PROJECTS	19	$1,572,500	$1,267,500	$1,465,000	$1,235,000	$1,362,500	$987,500	$1,427,500	$9,317,500
TOTAL	**50**	**$14,592,500**	**$35,642,500**	**$15,300,000**	**$7,910,000**	**$10,332,500**	**$11,307,500**	**$8,882,500**	**$103,967,500**

Figure 4: **Projects by Type** (7-Year)

Fund Title	Project Title	FY 24-25 Year 1	FY 25-26 Year 2	FY 26-27 Year 3	FY 27-28 Year 4	FY 28-29 Year 5	FY 29-30 Year 6	FY 30-31 Year 7	Grand Total (7-Year)
80100 STREET PROJECTS									
239	Arterial Street Rehabilitation	**$3,100,000**	$2,400,000	$2,600,000	$2,600,000	$2,900,000	$3,250,000	$2,950,000	$19,800,000
236	Orange Ave (Denni to Moody) - State Highway Funds	**$900,000**	$0	$0	$0	$0	$0	$0	$900,000
415	Residential Street Resurface	**$2,050,000**	$1,900,000	$2,300,000	$1,900,000	$1,900,000	$1,950,000	$2,150,000	$14,150,000
	SUB TOTAL	**$6,050,000**	**$4,300,000**	**$4,900,000**	**$4,500,000**	**$4,800,000**	**$5,200,000**	**$5,100,000**	**$34,850,000**
80200 TRAFFIC SIGNAL PROJECTS									
251	Traffic Signal Timing	**$75,000**	$0	$0	$0	$0	$250,000	$0	$325,000
251	Upgrade Traffic System Software and Components	**$1,700,000**	$0	$0	$0	$0	$0	$0	$1,700,000
236	Upgrade Traffic Monitoring Camera Infrastructure	**$0**	$50,000	$50,000	$50,000	$0	$0	$0	$150,000
251	Vehicle Pre-Emption Device (Pandemic Recovery)	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000
234	Traffic Signal/Striping Improvements at Various Locations	**$125,000**	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$875,000
251	City Street Lights - LED Conversion	**$350,000**	$0	$0	$0	$0	$0	$0	$350,000
251	Accessible Pedestrian Signals	**$250,000**	$250,000	$0	$0	$0	$0	$0	$500,000
	SUB TOTAL	**$2,500,000**	**$525,000**	**$575,000**	**$175,000**	**$125,000**	**$375,000**	**$125,000**	**$4,400,000**
80300 STORM DRAIN PROJECTS									
415	Myra Pump Station No. 1	**$0**	$27,250,000	$0	$0	$0	$0	$0	$27,250,000
415	Storm Drain Systems Improvements	**$250,000**	$0	$1,975,000	$250,000	$250,000	$250,000	$250,000	$3,225,000
	SUB TOTAL	**$250,000**	**$27,250,000**	**$1,975,000**	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$30,475,000**
80400 SEWER PROJECTS									
321	Sewer System Improvements	**$150,000**	$150,000	$2,250,000	$100,000	$2,250,000	$2,800,000	$500,000	$8,200,000
321	Sewer System Evaluations	**$800,000**	$200,000	$210,000	$210,000	$220,000	$220,000	$230,000	$2,090,000
321	Civic Center Sewer Lateral Repairs	$0	$0	$700,000	$0	$0	$0	$0	$700,000
	SUB TOTAL	**$950,000**	**$350,000**	**$3,160,000**	**$310,000**	**$2,470,000**	**$3,020,000**	**$730,000**	**$10,990,000**
80500 PARKWAY PROJECTS									
415	Concrete Rehabilitation (Citywide)	**$550,000**	$550,000	$550,000	$575,000	$575,000	$575,000	$600,000	$3,975,000
415	Street Tree Planting	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
415	Landscape Improvements Along Frontage Roads	**$0**	$25,000	$300,000	$25,000	$300,000	$0	$0	$650,000
415	Sorrento Landscaping Pilot Project	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000
415	Irrigation Upgrades / Water Conservation	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
	SUB TOTAL	**$770,000**	**$775,000**	**$1,050,000**	**$800,000**	**$1,075,000**	**$775,000**	**$800,000**	**$6,045,000**
80600 PUBLIC FACILITY PROJECTS									

Figure 4: **Projects by Type** (7-Year)

Fund Title	Project Title	FY 24-25 Year 1	FY 25-26 Year 2	FY 26-27 Year 3	FY 27-28 Year 4	FY 28-29 Year 5	FY 29-30 Year 6	FY 30-31 Year 7	Grand Total (7-Year)
415	HVAC Rehabilitation Program	**$575,000**	$300,000	$50,000	$50,000	$0	$450,000	$450,000	$1,875,000
415	Maintenance Yard Improvements (Pandemic Recovery)	**$0**	$350,000	$0	$0	$0	$0	$0	$350,000
415	Interior/Exterior LED Lighting	**$0**	$300,000	$0	$0	$0	$0	$0	$300,000
415	Executive Board Room Renovations (Pandemic Recovery)	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000
415	City Hall East Wing Seismic Improvements	**$0**	$0	$2,000,000	$0	$0	$0	$0	$2,000,000
415	City Hall and Police Department Roof Recoating	**$1,200,000**	$0	$0	$0	$0	$0	$0	$1,200,000
415	City Hall East Wing Carpet	**$0**	$0	$0	$165,000	$0	$0	$0	$165,000
415	City Hall East Wing Furnishings and Workstations	**$0**	$0	$0	$175,000	$0	$0	$0	$175,000
415	Civic Center Security Improvements (CCTV, Doors, etc.)	**$125,000**	$125,000	$125,000	$0	$0	$0	$0	$375,000
415	Building Improvements	**$0**	$0	$0	$250,000	$250,000	$250,000	$0	$750,000
	SUB TOTAL	**$2,500,000**	**$1,075,000**	**$2,175,000**	**$640,000**	**$250,000**	**$700,000**	**$450,000**	**$7,790,000**
80900 OTHER PROJECTS									
415	Bicycle Master Plan (Pandemic Recovery)	**$0**	$100,000	$0	$0	$0	$0	$0	$100,000
	SUB TOTAL	**$0**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$100,000**
90000 PARK PROJECTS									
212	Parking Lot Seal Coat	**$140,000**	$125,000	$0	$20,000	$0	$35,000	$0	$320,000
212	Park Shade Structure Repairs/Replacement	**$100,000**	$100,000	$100,000	$100,000	$0	$25,000	$25,000	$450,000
212	Park Restrooms Rehabilitation	**$0**	$0	$0	$0	$75,000	$75,000	$75,000	$225,000
212	Park Playground Surfacing Sealing & Repairs	**$90,000**	$95,000	$65,000	$65,000	$35,000	$75,000	$50,000	$475,000
212	Park Enhancements (City-wide)	**$0**	$0	$0	$0	$0	$0	$300,000	$300,000
212	Civic Center Green Tree Replacement	**$22,500**	$22,500	$25,000	$25,000	$27,500	$27,500	$27,500	$177,500
212	Sports Court Resurfacing	**$50,000**	$0	$0	$100,000	$0	$50,000	$0	$200,000
212	Sports Field Improvements	**$0**	$50,000	$0	$50,000	$0	$50,000	$50,000	$200,000
415	Parks Interior/Exterior LED Lighting	**$0**	$500,000	$0	$0	$0	$0	$0	$500,000
212	Park Playground Equipment Replacement	**$0**	$0	$0	$450,000	$450,000	$450,000	$450,000	$1,800,000
212	Rosen Acacia Park Concrete & Disability Access Upgrades	**$0**	$0	$0	$0	$0	$0	$400,000	$400,000
212	Park Irrigation Master Plan and Improvements	**$75,000**	$200,000	$200,000	$200,000	$200,000	$200,000	$0	$1,075,000
212	Park and Facility Security Improvements	**$0**	$75,000	$75,000	$75,000	$75,000	$0	$0	$300,000
212	Facility Exterior Door Replacements	**$150,000**	$0	$0	$150,000	$0	$0	$0	$300,000
212	Baroldi Sycamore Park Expansion	**$0**	$100,000	$1,000,000	$0	$0	$0	$0	$1,100,000
212	Community Center Facility Improvements	**$100,000**	$0	$0	$0	$500,000	$0	$0	$600,000

Figure 4: **Projects by Type** (7-Year)

Fund Title	Project Title	FY 24-25 Year 1	FY 25-26 Year 2	FY 26-27 Year 3	FY 27-28 Year 4	FY 28-29 Year 5	FY 29-30 Year 6	FY 30-31 Year 7	Grand Total (7-Year)
212	Veterans Park Sports Court Replacement/Improvements	**$470,000**	$0	$0	$0	$0	$0	$0	$470,000
212	Veterans Park Restroom Renovations	**$375,000**	$0	$0	$0	$0	$0	$0	$375,000
212	Senior Center Building Improvements	**$0**	$0	$0	$0	$0	$0	$50,000	$50,000
	SUB TOTAL	**$1,572,500**	**$1,267,500**	**$1,465,000**	**$1,235,000**	**$1,362,500**	**$987,500**	**$1,427,500**	**$9,317,500**
	TOTAL	**$14,592,500**	**$35,642,500**	**$15,300,000**	**$7,910,000**	**$10,332,500**	**$11,307,500**	**$8,882,500**	**$103,967,500**

Figure 5: Funding Sources (7-Year Summary)

Funding Source	FY 24-25 Year 1	FY 25-26 Year 2	FY 26-27 Year 3	FY 27-28 Year 4	FY 28-29 Year 5	FY 29-30 Year 6	FY 30-31 Year 7	Grand Total (7-Year)
General Fund	**$2,700,000**	$1,850,000	$1,950,000	$1,550,000	$1,550,000	$1,550,000	$1,550,000	$12,700,000
Infrastructure Reserve	**$1,820,000**	$28,425,000	$2,625,000	$1,190,000	$800,000	$1,250,000	$1,000,000	$37,110,000
Measure M	**$2,375,000**	$1,375,000	$1,400,000	$1,375,000	$1,475,000	$1,500,000	$1,550,000	$11,050,000
SB1 RMRA	**$1,650,000**	$1,250,000	$1,425,000	$1,350,000	$1,550,000	$1,875,000	$1,525,000	$10,625,000
Gas Tax 2103	**$650,000**	$525,000	$1,200,000	$525,000	$800,000	$550,000	$750,000	$5,000,000
Gas Tax 2106	**$300,000**	$300,000	$300,000	$325,000	$325,000	$325,000	$350,000	$2,225,000
Park District Funds	**$1,156,622**	$1,267,500	$1,465,000	$1,235,000	$1,362,500	$987,500	$1,427,500	$8,901,622
Sewer Fund	**$950,000**	$350,000	$3,160,000	$310,000	$2,470,000	$3,020,000	$730,000	$10,990,000
Street Lighting	**$2,375,000**	$300,000	$50,000	$50,000	$0	$250,000	$0	$3,025,000
CIP Fund Balance	**$0**	$0	$1,725,000	$0	$0	$0	$0	$1,725,000
Prop 68 Grant	**$415,878**	$0	$0	$0	$0	$0	$0	$415,878
State Highway Funds	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
TOTAL	**$14,592,500**	**$35,642,500**	**$15,300,000**	**$7,910,000**	**$10,332,500**	**$11,307,500**	**$8,882,500**	**$103,967,500**

Figure 6: Projects by Funding Sources (7-Year)

Project Title	Project Category	FY 24-25 Year 1	FY 25-26 Year 2	FY 26-27 Year 3	FY 27-28 Year 4	FY 28-29 Year 5	FY 29-30 Year 6	FY 30-31 Year 7	Grand Total (7-Year)
General Fund									
Residential Street Resurface	80100 STREET	**$1,350,000**	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$6,150,000
Vehicle Pre-Emption Device (Pandemic Recovery)	80200 TRAFFIC	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000
Storm Drain System Improvements	80300 STORM DRAIN	**$250,000**	$0	$250,000	$250,000	$250,000	$250,000	$250,000	$1,500,000
Concrete Rehabilitation (Citywide)	80500 PARKWAY	**$250,000**	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,750,000
HVAC Rehabilitation Program	80600 PUBLIC FACILITY	**$250,000**	$250,000	$50,000	$0	$0	$0	$250,000	$800,000
Maintenance Yard Perimeter Improvements (Pandemic Recovery)	80600 PUBLIC FACILITY	**$0**	$350,000	$0	$0	$0	$0	$0	$350,000
Executive Board Room Renovations (Pandemic Recovery)	80600 PUBLIC FACILITY	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000
City Hall East Wing Seismic Improvements (Construction)	80600 PUBLIC FACILITY	**$0**	$0	$200,000	$0	$0	$0	$0	$200,000
Building Improvements	80600 PUBLIC FACILITY	**$0**	$0	$0	$250,000	$250,000	$250,000	$0	$750,000
Bicycle Master Plan (Pandemic Recovery)	80900 OTHER	**$0**	$100,000	$0	$0	$0	$0	$0	$100,000
TOTAL		**$2,700,000**	**$1,850,000**	**$1,950,000**	**$1,550,000**	**$1,550,000**	**$1,550,000**	**$1,550,000**	**$12,700,000**
Infrastructure Reserve									
Arterial Street Rehabilitation	80100 STREET	**$0**	$0	$0	$100,000	$100,000	$100,000	$100,000	$400,000
Residential Street Resurface	80100 STREET	**$150,000**	$700,000	$700,000	$700,000	$700,000	$700,000	$700,000	$4,350,000
Myra Pump Station No. 1	80300 STORM DRAIN	**$0**	$27,250,000	$0	$0	$0	$0	$0	$27,250,000
Sorrento Landscaping Pilot Project	80500 PARKWAY	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000
HVAC Rehabilitation Program	80600 PUBLIC FACILITY	**$325,000**	$50,000	$0	$50,000	$0	$450,000	$200,000	$1,075,000
Interior/Exterior LED Lighting	80600 PUBLIC FACILITY	**$0**	$300,000	$0	$0	$0	$0	$0	$300,000
City Hall East Wing Seismic Improvements	80600 PUBLIC FACILITY	**$0**	$0	$1,800,000	$0	$0	$0	$0	$1,800,000
City Hall and Police Department Roof Recoating	80600 PUBLIC FACILITY	**$1,200,000**	$0	$0	$0	$0	$0	$0	$1,200,000
City Hall East Wing Carpet	80600 PUBLIC FACILITY	**$0**	$0	$0	$165,000	$0	$0	$0	$165,000
City Hall East Wing Furnishings and Workstations	80600 PUBLIC FACILITY	**$0**	$0	$0	$175,000	$0	$0	$0	$175,000
Civic Center Security Improvements (CCTV, Doors, etc.)	80600 PUBLIC FACILITY	**$125,000**	$125,000	$125,000	$0	$0	$0	$0	$375,000
TOTAL		**$1,820,000**	**$28,425,000**	**$2,625,000**	**$1,190,000**	**$800,000**	**$1,250,000**	**$1,000,000**	**$37,110,000**
Measure M									
Arterial Street Rehabilitation	80100 STREET	**$1,450,000**	$1,150,000	$1,175,000	$1,150,000	$1,250,000	$1,275,000	$1,325,000	$8,775,000
Orange Ave (Denni to Moody) Resurfacing	80100 STREET	**$700,000**	$0	$0	$0	$0	$0	$0	$700,000
Traffic Signal/Striping Improvements at Various Locations	80200 TRAFFIC	**$125,000**	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$875,000
Irrigation Upgrades / Water Conservation	80500 PARKWAY	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
TOTAL		**$2,375,000**	**$1,375,000**	**$1,400,000**	**$1,375,000**	**$1,475,000**	**$1,500,000**	**$1,550,000**	**$11,050,000**
SB1 RMRA									
Arterial Street Rehabilitation	80100 STREET	**$1,650,000**	$1,250,000	$1,425,000	$1,350,000	$1,550,000	$1,875,000	$1,525,000	$10,625,000
TOTAL		**$1,650,000**	**$1,250,000**	**$1,425,000**	**$1,350,000**	**$1,550,000**	**$1,875,000**	**$1,525,000**	**$10,625,000**
Gas Tax 2103									
Residential Street Resurface	80100 STREET	**$550,000**	$400,000	$800,000	$400,000	$400,000	$450,000	$650,000	$3,650,000

Figure 6: Funding Sources (7-Year)

Project Title	Project Category	FY 24-25 Year 1	FY 25-26 Year 2	FY 26-27 Year 3	FY 27-28 Year 4	FY 28-29 Year 5	FY 29-30 Year 6	FY 30-31 Year 7	Grand Total (7-Year)
Landscape Improvements Along Frontage Roads	80500 PARKWAY	**$0**	$25,000	$300,000	$25,000	$300,000	$0	$0	$650,000
Street Tree Planting	80500 PARKWAY	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
TOTAL		**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$5,000,000**
Gax Tax 2106									
Concrete Rehabilitation (Citywide)	80500 PARKWAY	**$300,000**	$300,000	$300,000	$325,000	$325,000	$325,000	$350,000	$2,225,000
TOTAL		**$300,000**	**$300,000**	**$300,000**	**$325,000**	**$325,000**	**$325,000**	**$350,000**	**$2,225,000**
Park District Funds									
Baroldi Sycamore Park Expansion	90000 PARK	**$0**	$100,000	$1,000,000	$0	$0	$0	$0	$1,100,000
Civic Center Green Tree Replacement	90000 PARK	**$22,500**	$22,500	$25,000	$25,000	$27,500	$27,500	$27,500	$177,500
Community Center Facility Improvements	90000 PARK	**$100,000**	$0	$0	$0	$500,000	$0	$0	$600,000
Facility Exterior Door Replacements	90000 PARK	**$150,000**	$0	$0	$150,000	$0	$0	$0	$300,000
Park and Facility Security Improvements	90000 PARK	**$0**	$75,000	$75,000	$75,000	$75,000	$0	$0	$300,000
Park Enhancements (City-wide)	90000 PARK	**$0**	$0	$0	$0	$0	$0	$300,000	$300,000
Park Irrigation Master Plan and Improvements	90000 PARK	**$75,000**	$200,000	$200,000	$200,000	$200,000	$200,000	$0	$1,075,000
Park Playground Equipment Replacement	90000 PARK	**$0**	$0	$0	$450,000	$450,000	$450,000	$450,000	$1,800,000
Park Playground Surfacing Sealing & Repairs	90000 PARK	**$90,000**	$95,000	$65,000	$65,000	$35,000	$75,000	$50,000	$475,000
Park Restrooms Rehabilitation	90000 PARK	**$0**	$0	$0	$0	$75,000	$75,000	$75,000	$225,000
Park Shade Structure Repairs/Replacement	90000 PARK	**$100,000**	$100,000	$100,000	$100,000	$0	$25,000	$25,000	$450,000
Parking Lot Seal Coat	90000 PARK	**$140,000**	$125,000	$0	$20,000	$0	$35,000	$0	$320,000
Parks Interior/Exterior LED Lighting	90000 PARK	**$0**	$500,000	$0	$0	$0	$0	$0	$500,000
Rosen Acacia Park Concrete and Disability Access Improvements	90000 PARK	**$0**	$0	$0	$0	$0	$0	$400,000	$400,000
Sports Court Resurfacing	90000 PARK	**$50,000**	$0	$0	$100,000	$0	$50,000	$0	$200,000
Sports Field Improvements	90000 PARK	**$0**	$50,000	$0	$50,000	$0	$50,000	$50,000	$200,000
Veterans Park Sports Court Replacement/Improvements	90000 PARK	**$54,122**	$0	$0	$0	$0	$0	$0	$54,122
Veterans Park Restroom Renovations	90000 PARK	**$375,000**	$0	$0	$0	$0	$0	$0	$375,000
Senior Center Building Improvements	90000 PARK	**$0**	$0	$0	$0	$0	$0	$50,000	$50,000
TOTAL		**$1,156,622**	**$1,267,500**	**$1,465,000**	**$1,235,000**	**$1,362,500**	**$987,500**	**$1,427,500**	**$8,901,622**
Sewer									
Civic Center Sewer Lateral Repairs	80400 SEWER	**$0**	**$0**	**$700,000**	**$0**	**$0**	**$0**	**$0**	**$700,000**
Sewer System Evaluations	80400 SEWER	**$800,000**	**$200,000**	**$210,000**	**$210,000**	**$220,000**	**$220,000**	**$230,000**	**$2,090,000**
Sewer System Improvements	80400 SEWER	**$150,000**	**$150,000**	**$2,250,000**	**$100,000**	**$2,250,000**	**$2,800,000**	**$500,000**	**$8,200,000**
TOTAL		**$950,000**	**$350,000**	**$3,160,000**	**$310,000**	**$2,470,000**	**$3,020,000**	**$730,000**	**$10,990,000**
Street Lighting District									
Accessible Pedestrian Signals	80200 TRAFFIC	**$250,000**	$250,000	$0	$0	$0	$0	$0	$500,000
City Street Lights - LED Conversion	80200 TRAFFIC	**$350,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$350,000**
Traffic Signal Timing	80200 TRAFFIC	**$75,000**	$0	$0	$0	$0	$250,000	$0	$325,000

Figure 6: Funding Sources (7-Year)

Project Title	Project Category	FY 24-25 Year 1	FY 25-26 Year 2	FY 26-27 Year 3	FY 27-28 Year 4	FY 28-29 Year 5	FY 29-30 Year 6	FY 30-31 Year 7	Grand Total (7-Year)
Upgrade Traffic Monitoring Camera Infrastructure	80200 TRAFFIC	**$0**	**$50,000**	**$50,000**	**$50,000**	**$0**	**$0**	**$0**	**$150,000**
Upgrade Traffic System Software and Components	80200 TRAFFIC	**$1,700,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,700,000**
TOTAL		**$2,375,000**	**$300,000**	**$50,000**	**$50,000**	**$0**	**$250,000**	**$0**	**$3,025,000**
CIP Fund Balance									
Storm Drain System Improvements	80300 STORM DRAIN	**$0**	$0	$1,725,000	$0	$0	$0	$0	$1,725,000
TOTAL		**$0**	**$0**	**$1,725,000**	**$0**	**$0**	**$0**	**$0**	**$1,725,000**
Prop 68 Grant / Unfunded									
Veterans Park Sports Court Replacement/Improvements	90000 PARK	**$415,878**	$0	$0	$0	$0	$0	$0	$415,878
TOTAL		**$415,878**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$415,878**
State Highway Funds									
Orange Ave (Denni to Moody) Resurfacing	80100 STREET	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
TOTAL		**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**
TOTAL		**$14,592,500**	**$35,642,500**	**$15,300,000**	**$7,910,000**	**$10,332,500**	**$11,307,500**	**$8,882,500**	**$103,967,500**

Street Projects (Program 80100)

The City has about 112 street centerline miles and approximately 24 million square feet of pavement. Arterial streets account for over 36 percent of the network with residential streets, collector streets, and alleys accounting for the remaining balance.

The City inventories and evaluates street conditions, identifies maintenance strategies, and budgets for street rehabilitation through the Pavement Management Program (PMP). This study is prepared by the City Council biennially and submitted to the Orange County Transportation Authority.



Below is a listing of the historical Pavement Condition Index (PCI) ratings.

Year	PCI Rating
2021	83.0
2022	85.1
2023	83.0

This year, the City expects to receive over $1.2 million in SB1 gas tax funds. These dollars will be earmarked for use on residential, arterial, and parkway projects to relieve General Fund spending and continue preserving the City's infrastructure.

The overall $34.9 million seven-year budget for the Street CIP reflects the cost required to ensure that the pavement network remains at an overall service level of "good" for at least the next seven years. Any street section whose condition is predicted to fall below a minimum level of "fair" is scheduled for maintenance as part of the Street CIP.

FY 2023-24 street projects resurfaced over 25 lane miles of pavement.

PROPOSED PROJECT HIGHLIGHTS

Arterial Street Rehabilitation

The Arterial Street Rehabilitation project will resurface portions of Valley View Street and Ball Road, with a new two-inch layer of asphalt pavement, called an overlay. An overlay

project involves grinding and removing the top one to two inches of existing street pavement surface and replacing it with one to two inches of new asphalt pavement. This treatment method extends the useful life of the street and provides a new driving surface free of cracks and pavement distresses.

This project will also slurry seal various arterial streets throughout the City. The slurry seal serves as a moisture barrier/weatherproofing layer that deters damage to the underlying street pavement but does not provide any structural improvement.

Residential Street Resurface

The Residential Street Resurface project includes resurfacing various residential streets using slurry seal or an asphalt overlay. Slurry seal is typically applied every five to seven years. Once the pavement reaches a point where slurry sealing is no longer effective, a "grind and overlay" will be recommended under the pavement management program.



The project forecast may differ than the actual work subject to design and budget considerations, field and utility conflicts, project scheduling, and other factors.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Traffic Projects (Program 80200)

The City has 60 traffic signals, two pedestrian signals and four pedestrian flashing beacons. Citywide traffic conditions are monitored by a live camera feed through fiber optic infrastructure.

In 2019, the City's Contract Traffic Engineer completed a report that gave high marks for the condition, operation and maintenance of the City's traffic signal system. The report also outlined five recommendations to address both short-term and future traffic signal system needs. These improvements will cost approximately $4.4 million over the next seven years and are included in the 7-Year CIP for consideration.

PROPOSED PROJECT HIGHLIGHTS

Traffic Signal/Striping Improvements

This project will install or replace signage, striping, traffic signal equipment, traffic cameras and communication equipment, pedestrian crosswalks, and other general traffic improvements to provide enhanced safety and more efficient travel for all road users. Projects will be identified by the Traffic Engineer and brought forward to the Traffic Commission for approval.

Traffic Signal System Infrastructure Upgrades



This project will replace aging and obsolete traffic signal control components and equipment. New software will also be implemented in conjunction with the new hardware. The updated system will improve remote access and provide additional tools and features to provide more flexibility and control over for our signal system.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Storm Drain Projects (Program 80300)



The City has approximately 22 miles of storm drain pipe, over 580 drainage inlets, and four pump stations, which outlets to three different regional Orange County Flood Control District (OCFCD) channels. Currently, all OCFCD channels, with the exception of the Carbon Creek Channel, are deficient.

All projects along the Carbon Creek Channel are shelf-ready or have been completed. All other projects connecting to the other OCSFD channels are currently on-hold.

PROPOSED PROJECT HIGHLIGHTS

Myra Pump Station No. 1 - Design



The Myra Avenue Pump Station No. 1 serves the drainage area bounded by Moody Street, Walker Street, and Cerritos Avenue. The existing pump station is over 60 years old and there is past evidence of street flooding within its service area. The station has reached the end of its useful design life and requires upgrades for compliance with current Orange County Flood Control District design standards. The second phase of this three-phase project is to design the new facility and develop plans and specifications to be utilized for construction.

FUTURE PROJECTS

- Storm drain and catch basin improvements along Janice Lynn Street, Ethel Street and Gregory Street
- Myra Pump Station No. 1 - Construction

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Sewer Projects (Program 80400)

The City's sanitary sewer system consists of about 101 miles of underground sewer pipe, 2,350 manholes/cleanouts, and one sewer pump station. The system carries sewage from over 14,200 private service laterals and flows into three different major Orange County Sanitation District trunk lines for treatment in Huntington Beach. After treatment, water is discharged to the ocean.

The Sewer Master Plan is a long range-planning tool for sewer infrastructure improvements to minimize the possibility of overflows. The Sewer Master Plan prioritizes deficiencies, based on age and capacity, and implements rehabilitation, based on short-term and long-term needs, and then categorizes them as condition or capacity improvements.

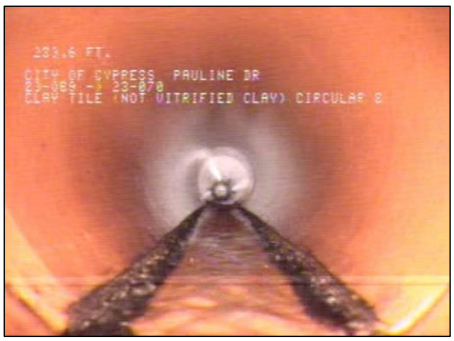
PROPOSED PROJECT HIGHLIGHTS

Sewer Master Plan Update



The Project will update the Sanitary Sewer Master Plan that is currently over 15 years old. The update will review existing video inspections, evaluate the existing sewer system, analyze existing and ultimate land use, and provide recommendations for future improvements to the sewer pipes and pump station.

Sewer System Evaluations



The State Water Board requires local agencies maintain a Sewer System Management Plan (SSMP) and sanitary sewer emergency overflow response plan. These documents identify system conditions and maintenance and repair needs to prevent sewer overflows. As part of the plan, a comprehensive video inventory of the City's sewer network is required, which is used as an on-going evaluation tool.

Sewer Rehabilitation/Capacity Improvements

The project will replace or repair sewer lines at various locations due to structural deficiencies, such as offset joints, cracks, calcium deposits, and heavy root intrusion; and re-lining condition deficient pipe.

FUTURE PROJECTS

Each year, the City will determine the following fiscal year's program based upon remaining cash flow, utility work, and coordination with other CIP projects. Future year projects are for planning purposes only.

Parkway Projects (Program 80500)



The City maintains approximately eight million square feet of sidewalk and 1.2 million linear feet of curb and gutter. This program replaces sidewalk to avoid potential liability risk and harm to residents. Concrete improvements that are typically included with the program are sidewalks, curbs and gutter, curb ramps, cross gutters, and tree wells.

This year's concrete replacement project will replace approximately 14,000 square feet of concrete damaged by tree roots. The annual tree planting project will coincide with the concrete project in order to have the least amount of disruption to residential neighborhoods.

PROPOSED PROJECT HIGHLIGHTS

Concrete Repairs / Tree Planting

The program includes installation of curb ramps per current Americans with Disabilities Act (ADA) design standards, and removal and replacement of any cross gutters that do not adequately drain due to wear and tear. The Tree Replanting Project will also replant approximately 175 trees at various locations, including vacant tree wells, replacing trees with declining health due to the drought, and trees that have caused recurring damage to the adjacent concrete sidewalk.

Water Conservation and Irrigation Upgrades



The City's existing irrigation system is nearing the end of its useful life and in need of replacement. Water conserving improvements will be identified as part of the Irrigation System Assessment and Evaluation. This project will replace/upgrade existing irrigation systems, controllers, and components within the landscaped parkways and medians.

Public Facility Projects (Program 80600)

The City owns and maintains the Civic Center, Police Station, Council Chamber, and Maintenance Yard buildings. For FY2024-25, the City Council is committing $2.5 million in funds for investment in the City's facilities.

The Engineering Division, working alongside the Maintenance Division, has put in place a roadmap to ensure routine maintenance and future replacement of all heating, ventilation, and air-conditioning (HVAC) equipment to minimize any service interruption and equipment failure.

PROPOSED PROJECT HIGHLIGHTS

Executive Board Room Renovations



This project will modernize and upgrade the existing boardroom at City Hall which is used for City Council workshops, closed session meetings, and other meetings. This includes minor tenant improvements such as new lighting and ceiling work, new technology and furniture, and accessibility improvements. This project will address the outdated infrastructure of the board room, improve technological capabilities, enhance the overall functionality and aesthetics of the space, and create a modern and well-equipped environment to support more efficient and productive meetings.



HVAC Rehabilitation Program

This project will repair or replace heating and cooling system equipment, controls, and components that are nearing the end of their useful life at various City facilities. For FY 2024-25, the system at the City Hall East Wing will be rehabilitated.

Park Projects (Program 80700)

Cypress has 20 parks, encompassing approximately 80 acres of land, available for recreational use to residents and visitors. The Cypress Recreation and Park District oversees all of the parks, as well as the Community Center, Senior Center, and six tennis courts. Most of these facilities were built in the 1970's and through the years, playground equipment and park amenities have been replaced on an as-needed basis.

PROPOSED PROJECT HIGHLIGHTS

Veterans Park Restroom Renovations

The restroom facilities at Veterans Park are aging and in need of rehabilitation. This project will evaluate the current needs at this location and will include restroom renovations, new fixtures, new picnic amenities, accessible paths of travel, and other miscellaneous work.



FUTURE PROJECTS

- Parks Interior/Exterior LED Lighting
- Park Playground Surfacing Sealing and Repairs
- Park Shade Structure Repairs/Replacement

Appendix A: Fiscal Year 2024-31 Project Detail Sheets

Project Information

Title Arterial Street Rehabilitation

Category 80100 STREET PROJECTS

Project Description Asphalt and/or concrete rehabilitation for various major streets, alleys, bridges, and trails to maintain their condition.

Project Justification This is regular maintenance scheduled as part of the Pavement Management Program, submitted to OCTA every two years for Measure M2 funding eligibility, and a key component in meeting state and local Maintenance of Effort requirements. The program ranks and prioritizes streets and projects based on existing conditions and available budget.

Priority

☑ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Fall 2024

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
SB1 RMRA	**$1,650,000**	$1,250,000	$1,425,000	$1,350,000	$1,550,000	$1,875,000	$1,525,000	$10,625,000
Measure M	**$1,450,000**	$1,150,000	$1,175,000	$1,150,000	$1,250,000	$1,275,000	$1,325,000	$8,775,000
Infrastructure Reserve	**$0**	$0	$0	$100,000	$100,000	$100,000	$100,000	$400,000
Totals (3 groups)	**$3,100,000**	$2,400,000	$2,600,000	$2,600,000	$2,900,000	$3,250,000	$2,950,000	$19,800,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Orange Ave (Denni to Moody) Resurfacing - State Highway Funds

Category 80100 STREET PROJECTS

Project Description The proposed project will repave Orange Avenue from Denni Street to Moody Street, and replace damaged sidewalks and driveways to meet current accessibility requirements. Project was re-budgeted from FY 23-24 due to funding coordination with OCTA/Caltrans.

Project Justification This is regular maintenance scheduled as part of the Pavement Management Program. Cypress is eligible to receive $200,000, with no local match requirement, as part of this one-time funding program to help offset transportation revenue streams that have been negatively impacted by the pandemic.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
State Highway Funds	**$200,000**	$0	$0	$0	$0	$0	$0	$200,000
Measure M	**$700,000**	$0	$0	$0	$0	$0	$0	$700,000
Totals (2 groups)	**$900,000**	$0	$0	$0	$0	$0	$0	$900,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Residential Street Resurface

Category 80100 STREET PROJECTS

Project Description Pave and slurry seal various streets, alleys, and trails to maintain their condition.

Project Justification This is regular maintenance scheduled as part of the Pavement Management Program, submitted to OCTA every two years for Measure M2 funding eligibility, and a key component in meeting state and local Maintenance of Effort requirements. The program ranks and prioritizes streets and projects based on existing conditions and available budget.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Winter 24/25 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Gas Tax 2103	**$550,000**	$400,000	$800,000	$400,000	$400,000	$450,000	$650,000	$3,650,000
Infrastructure Reserve	**$150,000**	$700,000	$700,000	$700,000	$700,000	$700,000	$700,000	$4,350,000
General Fund	**$1,350,000**	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$6,150,000
Totals (3 groups)	**$2,050,000**	$1,900,000	$2,300,000	$1,900,000	$1,900,000	$1,950,000	$2,150,000	$14,150,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Accessible Pedestrian Signals

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Project Description This project will replace existing pedestrian push buttons with accessible pedestrian signals (APS) that provide audible and vibrotactile features.

Project Justification The United States Access Board's Public Rights of Way Accessibility Guidelines (PROWAG) now requires all new or altered pedestrian signals to include accessible pedestrian signals.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$250,000**	$250,000	$0	$0	$0	$0	$0	$500,000
Totals (1 groups)	**$250,000**	$250,000	$0	$0	$0	$0	$0	$500,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title City Street Lights - LED Conversion

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Project Description Replace City-owned street lights at various locations.

Project Justification A majority of street lights (approximately 3,175) within the City are owned and maintained by Southern California Edison (SCE). SCE has plans to convert its street lights to LEDs that are brighter, more energy-efficient, and require less maintenance. To keep all street lights consistent, the City will convert its City-owned street lights to LEDs as well. There are just over 300 street lights that are owned and maintained by the City.

Priority

✔ **Preventative / Proactive** ✔ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$350,000**	$0	$0	$0	$0	$0	$0	$350,000
Totals (1 groups)	**$350,000**	$0	$0	$0	$0	$0	$0	$350,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Traffic Signal Timing

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Project Description Update and/or adjust traffic signal timing based on actual vehicular volumes.

Project Justification Project identified in the Evaluation of Traffic Signal Systems and Traffic Flow Best Practices report.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

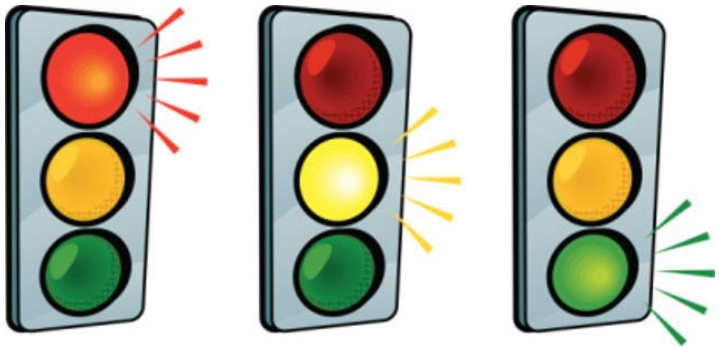
Design Summer 2024 **Construction** tbd

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$75,000**	$0	$0	$0	$0	$250,000	$0	$325,000
Totals (1 groups)	**$75,000**	$0	$0	$0	$0	$250,000	$0	$325,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Traffic Signal/Striping Improvements at Various Locations

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Project Description This project will address various minor traffic enhancements at various locations, including but not limited to: signage and/or striping modifications, traffic signal equipment modifications, utility relocations, pedestrian crosswalk modifications, and other general traffic improvements.

Project Justification Projects will be identified by the Traffic Engineer and brought forward to the Traffic Commission for approval.

Priority

✔ **Preventative / Proactive** ✔ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design tbd **Construction** tbd

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Measure M	**$125,000**	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$875,000
Totals (1 groups)	**$125,000**	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$875,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Upgrade Traffic Monitoring Camera Infrastructure

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Project Description Replace and/or upgrade existing traffic monitoring camera equipment and infrastructure.

Project Justification The existing equipment is at the end of its useful life and requires constant maintenance. Newer technology allows for better video quality and less maintenance. Project identified in the Evaluation of Traffic Signal Systems and Traffic Flow Best Practices report. Cost to replace a monitoring camera is approximately $5,000. Cost to design, construct, and integrate a new monitoring camera system is approximately $25,000 per location.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$0**	$50,000	$50,000	$50,000	$0	$0	$0	$150,000
Totals (1 groups)	**$0**	$50,000	$50,000	$50,000	$0	$0	$0	$150,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Upgrade Traffic System Software and Components

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Project Description This project will replace various components over a multi-year period to allow for testing of new components and features and to minimize any potential disruptions to traffic flow. Project may include installation/integration of smart adaptive controls such as pedestrian and bicycle tracking, more responsive timing plans based on complex algorithms, and other advanced features such as flashing yellow arrows, dynamic phasing, and short-range communications.

Project Justification Current control systems are legacy systems and are no longer supported by the manufacturer. Project identified in the Evaluation of Traffic Signal Systems and Traffic Flow Best Practices report.

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Street Lighting	**$1,700,000**	$0	$0	$0	$0	$0	$0	$1,700,000
Totals (1 groups)	**$1,700,000**	$0	$0	$0	$0	$0	$0	$1,700,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Vehicle Pre-Emption Device (Pandemic Recovery)

Category 80200 TRAFFIC SIGNAL/LIGHTING PROJECTS

Project Description This project will install vehicle pre-emption devices at various intersections, allowing Orange County Fire Authority to have priority on-demand green lights as they approach an intersection.

Project Justification The proposed system will be compatible with existing hardware equipment currently in use by OCFA. Public Works will work with the Police Department (PD) and the Traffic Engineer to determine the feasibility of deployment in PD vehicles without impacting traffic signal timing. The City currently has pre-emption devices installed at the intersection of Lincoln/Walker and Walker/Orchid due to recent development projects within the vicinity.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ✔ **New Facility**

Project Timeline

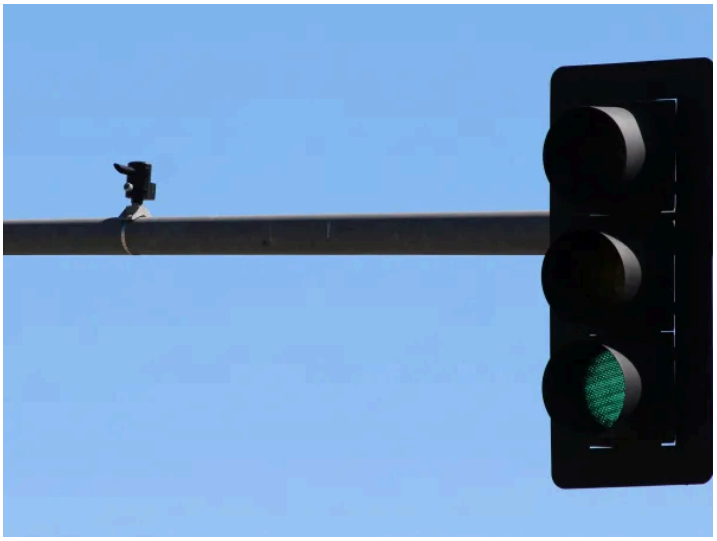
Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000
Totals (1 groups)	**$0**	$100,000	$400,000	$0	$0	$0	$0	$500,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Myra Pump Station No. 1 - Construction

Category 80300 STORM DRAIN PROJECTS

Project Description Construction will likely take place in FY 25/26 due to timing and coordination of work during the non-rainy season (April through October).

Project Justification Existing pump station is over 60 years old and does not meet current design standards.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$27,250,000	$0	$0	$0	$0	$0	$27,250,000
Totals (1 groups)	**$0**	$27,250,000	$0	$0	$0	$0	$0	$27,250,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Storm Drain System Improvements

Category 80300 STORM DRAIN PROJECTS

Project Description Projects include storm drain and pump station improvements. Project in FY 24/25 will upgrade existing pump station computers, servers, and routers that are now obsolete, no longer supported by the manufacturer, and vulnerable to security breaches. Project in FY 26/27 will install a tributary storm drain along Janice Lynn Street, Julie Beth Street, and Gregory Street, which will ultimately connect to the existing Myra Avenue detention box.

Project Justification A majority of projects currently identified in the Master Plan of Drainage are on-hold until the Orange County Flood Control District makes improvements to the storm drain facilities.

Priority

✔ **Preventative / Proactive** ✔ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Winter 24/25

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
CIP Fund Balance	**$0**	$0	$1,725,000	$0	$0	$0	$0	$1,725,000
General Fund	**$250,000**	$0	$250,000	$250,000	$250,000	$250,000	$250,000	$1,500,000
Totals (2 groups)	**$250,000**	$0	$1,975,000	$250,000	$250,000	$250,000	$250,000	$3,225,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Civic Center Sewer Lateral Repairs

Category 80400 SEWER PROJECTS

Project Description This project will replace the existing sewer lateral, up to the mainline connection on Grindlay Street, with a 6" sewer lateral.

Project Justification The existing 4" sewer lateral serving the Police Department, City Hall, and Council Chambers, is undersized and has caused a number of plumbing related issues over the years.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Sewer Fund	**$0**	$0	$700,000	$0	$0	$0	$0	$700,000
Totals (1 groups)	**$0**	$0	$700,000	$0	$0	$0	$0	$700,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Sewer System Evaluations

Category 80400 SEWER PROJECTS

Project Description Video inspections of City's sewer network every five years for compliance with State Water Board. Project will also include an update to the Sanitary Sewer Master Plan that is over 15 years old. The update will review existing video inspections, evaluate the existing sewer system, analyze existing and ultimate land use, and provide recommendations for future improvements to the sewer pipes and pump station.

Project Justification The State Water Board requires local agencies maintain and update a Sewer System Management Plan (SSMP), part of which includes a comprehensive video inventory of the City's existing sewer network with recommended projects as identified in a Sanitary Sewer Master Plan.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Sewer Fund	**$800,000**	$200,000	$210,000	$210,000	$220,000	$220,000	$230,000	$2,090,000
Totals (1 groups)	**$800,000**	$200,000	$210,000	$210,000	$220,000	$220,000	$230,000	$2,090,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15306 **Reason for Exemption** Information Collection



Project Information

Title Sewer System Improvements

Category 80400 SEWER PROJECTS

Project Description Replace/reline various sewer lines and manholes.

Project Justification The Sewer Master Plan is a long range-planning tool for sewer infrastructure improvements to minimize the possibility of overflows. As identified in the Sewer Master Plan, these sewer lines contain condition and/or capacity deficiencies, including sags, root intrusion, infiltration, calcium deposits, cracks, and offset joints. Forecasted projects include a sewer capacity improvement project along Orangewood Avenue, from Valley View Street to Holder Street.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Winter 24/25 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Sewer Fund	**$150,000**	$150,000	$2,250,000	$100,000	$2,250,000	$2,800,000	$500,000	$8,200,000
Totals (1 groups)	**$150,000**	$150,000	$2,250,000	$100,000	$2,250,000	$2,800,000	$500,000	$8,200,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Concrete Rehabilitation (Citywide)

Category 80500 PARKWAY PROJECTS

Project Description Replace sidewalk, curb and gutter, access ramps, bridges, driveways, and other concrete improvements within the street right-of-way.

Project Justification This program replaces sidewalk and concrete improvements to maintain regulatory compliance with the Americans with Disabilities Act (ADA) and avoid potential liability and harm to residents.

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Gas Tax 2106	**$300,000**	$300,000	$300,000	$325,000	$325,000	$325,000	$350,000	$2,225,000
General Fund	**$250,000**	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,750,000
Totals (2 groups)	**$550,000**	$550,000	$550,000	$575,000	$575,000	$575,000	$600,000	$3,975,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Landscape Improvements Along Frontage Roads

Category 80500 PARKWAY PROJECTS

Project Description This project will remove the existing landscaping, install water-efficient irrigation, and drought tolerant landscaping that has been used along Moody Street, Lincoln Avenue, Katella Avenue, and Valley View Street.

Project Justification The frontage roads along Cerritos Avenue and Knott Street contain landscaping that is deteriorating. The existing plant palette is not suitable for placement next to a major roadway due to heat from the asphalt and other contributing factors.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Gas Tax 2103	**$0**	$25,000	$300,000	$25,000	$300,000	$0	$0	$650,000
Totals (1 groups)	**$0**	$25,000	$300,000	$25,000	$300,000	$0	$0	$650,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Street Tree Planting

Category 80500 PARKWAY PROJECTS

Project Description This project will plant trees in vacant tree wells, replace trees/shrubs/landscaping that have declined due to previous drought conditions, replace trees that have caused recurring damage to the City's sidewalks and curb and gutter, and replace and/or upgrade aging irrigation equipment.

Project Justification This project is an effort to maintain the City's urban forest.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Winter 24/25 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Gas Tax 2103	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
Totals (1 groups)	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15304 **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Sorrento Landscaping Pilot Project

Category 80500 PARKWAY PROJECTS

Project Description This pilot project will select one area to improve with new plant material, modified irrigation, soil amendments, and other items of work.

Project Justification The Sorrento tract landscaping installed in 1996 is owned and maintained by the City. The plants and shrubs along the west side of Moody Street, from Ball Road to Orange Avenue, have struggled due to inadequate sunlight, competing roots from adjacent trees/plants, and other factors.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Fall 2024 **Construction** Fall 2024

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000
Totals (1 groups)	**$20,000**	$0	$0	$0	$0	$0	$0	$20,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15304 **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Irrigation Upgrades / Water Conservation

Category 80500 PARKWAY PROJECTS

Project Description This project will replace/upgrade existing irrigation systems, controllers, backflows, and components within the landscaped parkways and medians.

Project Justification The existing irrigation system is nearing the end of its useful life and in need of replacement. Projects are identified as part of the Irrigation System Assessment and Evaluation.

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Measure M	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000
Totals (1 groups)	**$100,000**	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$700,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(c) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title HVAC Rehabilitation Program

Category 80600 PUBLIC FACILITY PROJECTS

Project Description Various heating and cooling system components are nearing the end of their useful life. Upcoming repair/replacement of various heating and cooling system components at various City facilities:

- FY 24/25 City Hall (East Wing) and Controls
- FY 25/26 Maintenance Yard
- FY 26/27 City Hall (East Wing Conference Room)
- FY 27/28 City Hall (Human Resources and Telephone Room)
- FY 29/30 City Hall (West Wing)

Project Justification General maintenance to replace/repair heating and cooling system components as they reach the end of their useful life

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Winter 24/25

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$325,000**	$50,000	$0	$50,000	$0	$450,000	$200,000	$1,075,000
General Fund	**$250,000**	$250,000	$50,000	$0	$0	$0	$250,000	$800,000
Totals (2 groups)	**$575,000**	$300,000	$50,000	$50,000	$0	$450,000	$450,000	$1,875,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Interior/Exterior LED Lighting

Category 80600 PUBLIC FACILITY PROJECTS

Project Description This project will replace the existing interior and exterior light fixtures at City facilities with energy-efficient light-emitting diodes (LEDs) fixtures. The potential for installing skylights at strategic locations will also be evaluated.

Project Justification California no longer allows the sale of compact fluorescent lamps and tubes. LED light fixtures are more energy efficent and require less costly maintenance.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$300,000	$0	$0	$0	$0	$0	$300,000
Totals (1 groups)	**$0**	$300,000	$0	$0	$0	$0	$0	$300,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Maintenance Yard Perimeter Improvements (Pandemic Recovery)

Category 80600 PUBLIC FACILITY PROJECTS

Project Description This project would install large hedges/trees along the eastern perimeter of the Yard to enhance the visual appearance and reduce noise.

Project Justification The Maintenance Yard is adjacent to residences.

Priority

☐ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ✔ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$350,000	$0	$0	$0	$0	$0	$350,000
Totals (1 groups)	**$0**	$350,000	$0	$0	$0	$0	$0	$350,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Executive Board Room Renovations (Pandemic Recovery)

Category 80600 PUBLIC FACILITY PROJECTS

Project Description This project involves modernizing and upgrading the existing board room used for City Council workshops, closed session meetings, and other functions. This includes minor tenant improvements such as new lighting and ceiling work, new flooring and furniture, new technology, and other incidental items of work.

Project Justification This project will address the outdated infrastructure of the board room, improve technological capabilities, enhance the overall functionality and aesthetics of the space, and create a modern and well-equipped environment to support more efficient and productive meetings.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000
Totals (1 groups)	**$600,000**	$0	$0	$0	$0	$0	$0	$600,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title City Hall East Wing Seismic Improvements (Construction)

Category 80600 PUBLIC FACILITY PROJECTS

Project Description The project will include new shear walls, isolation of the East Wing from the West Wing, new structural supports and beams, replacement of lighting, rerouting of sprinklers, network wiring and ventilation ductwork. There is a potential for unforeseen conditions as was encountered in the Police Department project.

The project also will require that the east wing remain vacant during construction and personnel be relocated.

Project Justification The East Wing of City Hall requires seismic upgrades similar to those completed at the Police Department in 2021 since they are one structure.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2024 **Construction** tbd

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$0	$1,800,000	$0	$0	$0	$0	$1,800,000
General Fund	**$0**	$0	$200,000	$0	$0	$0	$0	$200,000
Totals (2 groups)	**$0**	$0	$2,000,000	$0	$0	$0	$0	$2,000,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title City Hall and Police Department Roof Recoating

Category 80600 PUBLIC FACILITY PROJECTS

Project Description This project will replace the aging roof that is prone to leaks during rain events.

Project Justification The City Hall and Police Department roof (40,000 square feet) was last replaced over 18 years ago.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$1,200,000**	$0	$0	$0	$0	$0	$0	$1,200,000
Totals (1 groups)	**$1,200,000**	$0	$0	$0	$0	$0	$0	$1,200,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title City Hall East Wing Carpet

Category 80600 PUBLIC FACILITY PROJECTS

Project Description This project would replace the carpet/flooring in the East Wing after the seismic work is completed.

Project Justification The existing carpet/flooring is over 15 years old and is past its useful design life.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$0	$0	$165,000	$0	$0	$0	$165,000
Totals (1 groups)	**$0**	$0	$0	$165,000	$0	$0	$0	$165,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title City Hall East Wing Furnishings and Workstations

Category 80600 PUBLIC FACILITY PROJECTS

Project Description This project will replace the furnishings and workstations in the east wing following the seismic work.

Project Justification Most of the furniture and workstations are over 20 years old and lack ergonomics found with the new furnishings recently installed at the Police Department.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$0**	$0	$0	$175,000	$0	$0	$0	$175,000
Totals (1 groups)	**$0**	$0	$0	$175,000	$0	$0	$0	$175,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Civic Center Security Improvements (CCTV, Access Control, Doors, etc.)

Category 80600 PUBLIC FACILITY PROJECTS

Project Description This project will provide necessary security system upgrades. This includes installation and upgrades of necessary security components, surveillance cameras, motion detectors, key card readers, and other improvements throughout the Civic Center and City facilities. This also includes the installation of sliding doors in the Human Resources area.

Project Justification Routine security upgrades at various City facilities as identified in the City Facilities Security System Assessment and Evaluation.

Priority

☐ **Preventative / Proactive** ✔ **Replacement / Refurbishment** ✔ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Infrastructure Reserve	**$125,000**	$125,000	$125,000	$0	$0	$0	$0	$375,000
Totals (1 groups)	**$125,000**	$125,000	$125,000	$0	$0	$0	$0	$375,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project #36

Project Information

Title Building Improvements

Category 80600 PUBLIC FACILITY PROJECTS

Project Description Various unassigned potential building maintenance and improvements at City Hall, Police Department and City Yard including floors, walls, railings, disability access, etc., prior to the end of their useful life.

Project Justification Various unassigned potential building maintenance and improvements at City Hall, Police Department and City Yard including floors, walls, disability access, etc., prior to the end of their useful life.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$0	$0	$250,000	$250,000	$250,000	$0	$750,000
Totals (1 groups)	**$0**	$0	$0	$250,000	$250,000	$250,000	$0	$750,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Bicycle Master Plan (Pandemic Recovery)

Category 80900 OTHER PROJECTS

Project Description This plan would identify potential improvements to the existing bicycle route system.

Project Justification The plan would be incorporated into upcoming development projects with the goal of increasing bicycle ridership and safety and potential capital projects.

Priority

☐ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ✔ **New Facility**

Project Timeline

Design tbd **Construction** tbd

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
General Fund	**$0**	$100,000	$0	$0	$0	$0	$0	$100,000
Totals (1 groups)	**$0**	$100,000	$0	$0	$0	$0	$0	$100,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15306 **Reason for Exemption** Information Collection - Feasibility and Planning Study



Project Information

Title Baroldi Sycamore Park Expansion

Category 90000 PARK PROJECTS

Project Description Design and construction of the Baroldi Sycamore Park expansion will begin following Arnold Cypress Park project.

Project Justification In 2023, the City purchased the undeveloped land adjacent to Baroldi Sycamore Park in order to expand the existing park.

Priority

☐ Preventative / Proactive ☐ Replacement / Refurbishment ✔ New Facility

Project Timeline

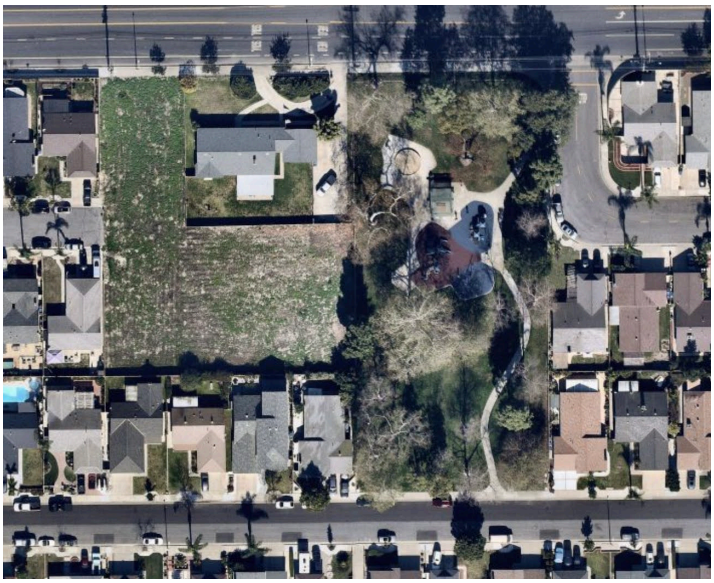
Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$100,000	$1,000,000	$0	$0	$0	$0	$1,100,000
Totals (1 groups)	**$0**	$100,000	$1,000,000	$0	$0	$0	$0	$1,100,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Civic Center Green Tree Replacement

Category 90000 PARK PROJECTS

Project Description Staff will continue to monitor and will budget funds to replace up to two trees each year.

Project Justification There are a number of trees on the Civic Center Green that are diseased and/or in various stages of decline.

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Fall 2024

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$22,500**	$22,500	$25,000	$25,000	$27,500	$27,500	$27,500	$177,500
Totals (1 groups)	**$22,500**	$22,500	$25,000	$25,000	$27,500	$27,500	$27,500	$177,500

CEQA Exemptions

Status Exempt **CEQA Reference** 15304 **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Community Center Facility Improvements

Category 90000 PARK PROJECTS

Project Description These capital projects will rehabilitate and/or replace certain interior and exterior elements at the Community Center, such as paint, lighting, flooring (carpet, tiles, vinyl, etc.), plumbing, and doors.

Project Justification As identified in the Park and Recreation Facilities Inventory and Condition Assessment Report, various components of the heavily used Community Center are in need of repairs and/or ongoing maintenance. The Community Center was last renovated in 2007 and many elements have reached the end of its useful life.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$100,000**	$0	$0	$0	$500,000	$0	$0	$600,000
Totals (1 groups)	**$100,000**	$0	$0	$0	$500,000	$0	$0	$600,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Facility Exterior Door Replacements

Category 90000 PARK PROJECTS

Project Description This project will replace exterior doors at the Community Center and Senior Center.

Project Justification The existing doors require constant maintenance and are prone to jamming, do not open/close properly, do not lock reliably, and are in need of replacement.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design tbd **Construction** tbd

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$150,000**	$0	$0	$150,000	$0	$0	$0	$300,000
Totals (1 groups)	**$150,000**	$0	$0	$150,000	$0	$0	$0	$300,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Park and Facility Security Improvements

Category 90000 PARK PROJECTS

Project Description This project will include the installation and replacement of security cameras, access card readers, and other physical security enhancements at various City parks and facilities.

Project Justification These improvements are based upon the recommendations of the Security System Master Plan that was developed as part of the City Security System Assessment.

Priority

☐ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ✔ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$75,000	$75,000	$75,000	$75,000	$0	$0	$300,000
Totals (1 groups)	**$0**	$75,000	$75,000	$75,000	$75,000	$0	$0	$300,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Park Enhancements (City-wide)

Category 90000 PARK PROJECTS

Project Description This project allocates monies in future years to fund various replacements/improvements as needed.

Project Justification In 2020, the City completed a three-year project to replace various park amenities, such as trash containers, water fountains, BBQ, benches, tables, signage, underground utilities, etc.

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$0	$300,000	$300,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$0	$300,000	$300,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Park Irrigation Master Plan and Improvements

Category 90000 PARK PROJECTS

Project Description This project will evaluate all irrigation systems at parks throughout the city and recommend future improvements.

Project Justification A majority of the City's irrigation systems use aging controllers and technology that will no longer be supported and eventually become obsolete. Upgrading and replacing the existing system will ensure ongoing support in the future and improved control/flexibility in creating more water-efficient irrigation schedules, resulting in up to 25% reduction in water use.

Priority

☑ Preventative / Proactive ☐ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design tbd **Construction** tbd

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$75,000**	$200,000	$200,000	$200,000	$200,000	$200,000	$0	$1,075,000
Totals (1 groups)	**$75,000**	$200,000	$200,000	$200,000	$200,000	$200,000	$0	$1,075,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15306 **Reason for Exemption** Information Collection



Project Information

Title Park Playground Equipment Replacement

Category 90000 PARK PROJECTS

Project Description This project will replace one play structure each year with new modern accessible structures and may incorporate integrated shade sails or standalone shade structures to provide shade. The rubberized play surfacing will also be replaced with the new play equipment to meet fall-zone requirements.

Project Justification The existing play equipment at various parks is over 15 years old and in need of replacement.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$450,000	$450,000	$450,000	$450,000	$1,800,000
Totals (1 groups)	**$0**	$0	$0	$450,000	$450,000	$450,000	$450,000	$1,800,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Park Playground Surfacing Sealing & Repairs

Category 90000 PARK PROJECTS

Project Description Public Works installed rubberized play surfacing at all parks between 2018-2020 to maintain compliance with the Americans with Disabilities Act (ADA). In order to preserve the surfacing, the areas must be resealed and/or patched every five to seven years due to wear/tear and high-impact areas (slide exits, swings, etc.).

FY 24/25: Cedar Glen, Eucalpytus, Evergreen, Maple Grove South; FY 25/26: Oak Knoll, Peppertree, Pinewood; FY 26/27: Baroldi/Sycamore, Damron, Essex; FY 27/28: Vessels, Manzanita, Maple Grove North, Rosen/Acacia; FY 28/29: Lexington

Project Justification The playground surfacing manufacturer recommends replacing and/or resealing the surfaces every five to seven years due to wear/tear and high-impact areas (slide exits, swings, etc.).

Priority

✔ **Preventative / Proactive** ✔ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Fall 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$90,000**	$95,000	$65,000	$65,000	$35,000	$75,000	$50,000	$475,000
Totals (1 groups)	**$90,000**	$95,000	$65,000	$65,000	$35,000	$75,000	$50,000	$475,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Park Restrooms Rehabilitation

Category 90000 PARK PROJECTS

Project Description This project allocates future monies to refurbish existing park restrooms with new paint, recoat floors, replace bathroom fixtures and other necessary improvements at various parks.

Project Justification Project will address condition deficiencies due to excessive wear/tear and exposure to the elements.

Priority

☐ Preventative / Proactive ✔ Replacement / Refurbishment ✔ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$75,000	$75,000	$75,000	$225,000
Totals (1 groups)	**$0**	$0	$0	$0	$75,000	$75,000	$75,000	$225,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Park Shade Structure Repairs/Replacement

Category 90000 PARK PROJECTS

Project Description This project will replace the deteriorating wood shade structures with fabric shade sails at various parks.

- FY 24/25 Maple Grove South
- FY 25/26 Darrell Essex
- FY 26/27 Peppertree
- FY 27/28 Rosen-Acacia
- FY 29/30 Shade Sail Repairs/Replacement at various parks

Project Justification The wood structures require costly bi-annual maintenance, including wood replacement, staining, patching, hardware replacement, termite/pest control, and other condition defects due to exposure to the elements. Bi-annual maintenance of the wood structures is approximately $3,000. The fabric shade sails with steel posts are more durable and resilient to the elements, with the fabric shades requiring replacement every 10-15 years. Cost to replace the shade sails is approximately $5,000.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design Spring 2025 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$100,000**	$100,000	$100,000	$100,000	$0	$25,000	$25,000	$450,000
Totals (1 groups)	**$100,000**	$100,000	$100,000	$100,000	$0	$25,000	$25,000	$450,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Parking Lot Seal Coat

Category 90000 PARK PROJECTS

Project Description The resurfacing/seal-coating of various parking lots is scheduled based on the age of the parking lot, the level of deterioration, park usage, and date of last improvements (approximate seven year cycle). This seal-coat will provide a new surface to protect the existing subgrade from the elements.

- FY 24/25 - Oak Knoll - north
- FY 25/26 - Senior Center
- FY 27/28 - Mackay Park
- FY 28/29 - Evergreen Park

Project Justification These parking lots exhibit signs of weathering, longitudinal and transverse cracks, and normal wear and tear.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Spring 2025 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$140,000**	$125,000	$0	$20,000	$0	$35,000	$0	$320,000
Totals (1 groups)	**$140,000**	$125,000	$0	$20,000	$0	$35,000	$0	$320,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Parks Interior/Exterior LED Lighting

Category 90000 PARK PROJECTS

Project Description This project will replace the existing interior and exterior light fixtures at the Senior Center and Community Center with energy-efficient light-emitting diodes (LEDs) fixtures.

Project Justification California no longer allows the sale of compact fluorescent lamps and tubes. LED light fixtures are more energy efficent and require less costly maintenance.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$500,000	$0	$0	$0	$0	$0	$500,000
Totals (1 groups)	**$0**	$500,000	$0	$0	$0	$0	$0	$500,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Rosen Acacia Park Concrete and Disability Access Improvements

Category 90000 PARK PROJECTS

Project Description This project will remove and/or replace portions of the concrete walking paths throughout the park.

Project Justification Portions of the existing concrete pathway need to be removed and/or replaced due to existing cracks and other deficiencies.

Priority

☐ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$0	$400,000	$400,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$0	$400,000	$400,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Sports Court Resurfacing

Category 90000 PARK PROJECTS

Project Description The sports court surfacing manufacturer recommends resurfacing every seven to ten years, based on usability and existing conditions. This project will prepare the existing surface, crack seal, perform surface repairs, and apply new court surfacing and striping. The project will also evaluate and replace any equipment beyond its useful life, such as fences, windscreens, nets, posts, benches, trash cans, and other site furnishings. This project will address the sports court at Mackay Park (FY 24/25), Civic Center tennis courts (FY 27/28), and Lexington Park (FY 29/30).

Project Justification The court surfacing manufacturer recommends resurfacing every seven to ten years, based on usability and existing conditions.

Priority

✔ **Preventative / Proactive** ☐ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Winter 24/25 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$50,000**	$0	$0	$100,000	$0	$50,000	$0	$200,000
Totals (1 groups)	**$50,000**	$0	$0	$100,000	$0	$50,000	$0	$200,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15306 **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Sports Field Improvements

Category 90000 PARK PROJECTS

Project Description Various improvements to athletic fields at City parks. Work may include irrigation repairs, turf replacement, dugout and backstop maintenance, field drainage improvements, fencing, and various items of work.

Project Justification Due to excessive wear and tear, the fields require routine maintenance and repairs.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$50,000	$0	$50,000	$0	$50,000	$50,000	$200,000
Totals (1 groups)	**$0**	$50,000	$0	$50,000	$0	$50,000	$50,000	$200,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Project Information

Title Veterans Park Sports Court Replacement/Improvements

Category 90000 PARK PROJECTS

Project Description This project will include the replacement of the basketball court into a full-size multi-use sports court, upgraded sports lighting, accessibility improvements, and other incidental items of work. The project will only be funded should the Parks District receive Proposition 68 (non-competitive) grant funding.

Project Justification The sports facilities at Veterans Park are deteriorating and in need of repairs.

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Prop 68 Grant	**$415,878**	$0	$0	$0	$0	$0	$0	$415,878
Park District Funds	**$54,122**	$0	$0	$0	$0	$0	$0	$54,122
Totals (2 groups)	**$470,000**	$0	$0	$0	$0	$0	$0	$470,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Veterans Park Restroom Renovations

Category 90000 PARK PROJECTS

Project Description This project will evaluate the current needs for this location and will include restroom renovations, new fixtures, new picnic amenities, accessible paths of travel, and other miscellaneous work.

Project Justification The restroom facilities at Veterans Park are deteriorating and in need of replacement.

Priority

☐ **Preventative / Proactive** ☑ **Replacement / Refurbishment** ☐ **New Facility**

Project Timeline

Design Summer 2024 **Construction** Spring 2025

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$375,000**	$0	$0	$0	$0	$0	$0	$375,000
Totals (1 groups)	**$375,000**	$0	$0	$0	$0	$0	$0	$375,000

CEQA Exemptions

Status Exempt **CEQA Reference** 15301(d) **Reason for Exemption** Repair of Existing Facilities



Project Information

Title Senior Center Building Improvements

Category 90000 PARK PROJECTS

Project Description These capital projects will rehabilitate and/or replace certain interior and exterior elements at the Senior Center, such as paint, lighting, flooring, plumbing, and doors.

Project Justification As identified in the Park and Recreation Facilities Inventory and Condition Assessment Report, various components of the heavily used Senior Center are in need of repairs and/or ongoing maintenance.

Priority

☐ Preventative / Proactive ☑ Replacement / Refurbishment ☐ New Facility

Project Timeline

Design N/A **Construction** N/A

Funding Detail

Funding Source	FY24/25 Budget - Year 1 (tot)	FY25/26 Year 2 (tot)	FY26/27 Year 3 (tot)	FY27/28 Year 4 (tot)	FY28/29 Year 5 (tot)	FY29/30 Year 6 (tot)	FY30/31 Year 7 (tot)	TOTAL 7-Year (tot)
Park District Funds	**$0**	$0	$0	$0	$0	$0	$50,000	$50,000
Totals (1 groups)	**$0**	$0	$0	$0	$0	$0	$50,000	$50,000

CEQA Exemptions

Status N/A **CEQA Reference** N/A **Reason for Exemption** N/A



Appendix B: Traffic Fee Expenditures

Traffic Fee Expenditures

For the Fiscal Year Ending June 30, 2023

Last Five Fiscal Years

The table belows details the traffic fee revenues and expenditures over the last five fiscal years.

Description	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
REVENUES				
Traffic Migitation Fee 234-3628-99999	$ 16,597	$ 128,362	$ 8,077	$ 371,805
Regional Traffic Fee 235-3629-99999	1,437	11,140	711	32,326
Investment Earnings & Other Revenues	16,338	14,182	3,691	2,714
Total Revenues	**$ 34,372**	**$ 153,684**	**$ 12,479**	**$ 406,844**
EXPENDITURES				
Traffic Signal Left-Turn Modifications	$ 263,504	$ -	$ -	$ -
Traffic Signal Battery Backup System	-	-	-	-
Traffic Signal Improvements at Various Locations	-	147,214	-	-
Intersection Widening and Traffic Signal Improvement*	-	-	73,323	619,831
Total Expenditures	**$ 263,504**	**$ 147,214**	**$ 73,323**	**$ 619,831**

* Includes Cerritos Avenue/Lexington Drive Intersection Widening

Appendix C: Unfunded Projects List

Unfunded Projects List

Project Title	Cost	Comments
80200 Traffic Signal Projects		
Traffic Signal at Enterprise Drive and Katella Avenue	$ 700,000	Project requires City of Los Alamitos approval and coordination due to location of traffic signal poles and median modifications.
80600 Public Facility Projects		
Electric Vehicle Charging Stations at City Facilities	$ 2,200,000	Rising labor and material costs have doubled the estimated project cost. Staff will seek available grant funding and alternative funding sources.
90000 Park Projects		
Lexington Park Athletic Field Replacements	$ 1,500,000	The existing synthetic turf field was installed in 2022. The turf manufacturer recommends replacement every seven to ten years. The natural grass turf can also be converted to a synthetic turf field for approximately $2.5 million.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING THE SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2024-25 THROUGH FISCAL YEAR 2030-2031

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

WHEREAS, the City of Cypress desires to maintain and improve the City's infrastructure; and

WHEREAS, it is important for the City to develop a long-range plan showing its capital improvement needs in priority order and setting forth a plan for financing those needs; and

WHEREAS, the City Council finds and determines that the CIP is consistent with the Cypress General Plan and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and

WHEREAS, in accordance with the requirements of the Charter of the City of Cypress, California, the City of Cypress is required to adopt a resolution to approve the Seven-Year Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, does hereby:

1. Approve the Seven-Year Capital Improvement Program FY 2024-25 through FY 2030-31, incorporated herein by reference.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 10th day of June, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of June, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, TO UPDATE THE FORMAL BID LIMIT FOR PUBLIC WORKS PROJECTS

WHEREAS, the City updated the contract limits in May 2023 to $153,000 for the construction, improvement, repair, or maintenance of public works and $76,000 for professional services contracts related to public works projects; and

WHEREAS, these limits shall be updated annually, based on the May cost index for construction costs in Los Angeles area as published by ENGINEERING NEWS-RECORD, New York, New York, by resolution of city council; and

WHEREAS, the index increased by 0.9% from May 2023 to May 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress updates public works contract limits as follows:

1. Contracts for the construction, improvement, repair, or maintenance of public works is $154,000, effective July 1, 2024.

2. Professional services contracts related to public works is $77,000, effective July 1, 2024.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 10th day of June, 2024.

_____
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 10h day of June, 2024, by the following roll call vote:

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

_____

CITY CLERK OF THE CITY OF CYPRESS

Public Works Contract Award Limits

Adjustment Factor = (Current Year Index / Base Year Index) x 100

Adjustment Factor = (15250/15110) x 100 = 100.9%

Calendar Year	Index	Limits *	
		Public Works Projects	Professional Services
2023	15110	$153,000	$76,000
2024	15250	$154,000	$77,000

* Rounded to the nearest thousand

Engineering News Record Construction Cost Index – Los Angeles		
YEAR	MONTH	INDEX
2024	May	15249.8
2024	April	15244.8
2024	March	15219.8
2024	February	15214.4
2024	January	15299.7
2023	December	15257.9
2023	November	15301.4
2023	October	15298.9
2023	September	15157.5
2023	August	15179.3
2023	July	15146.6
2023	June	15112.3
2023	May	15109.8
2023	April	13729.0

Sec. 21A-19. Contracts for public works.

Every project involving an expenditure of more than one hundred thousand dollars ($100,000.00) for the construction, improvement, repair, or maintenance of public works shall be let in accordance with the procedures set forth in the Charter of the City of Cypress. Such projects involving an expenditure of one hundred thousand dollars ($100,000.00) or less may be affected by the use of city forces or let through informal bid procedures applicable to the purchase of supplies and equipment. For professional services contracts under fifty thousand dollars ($50,000.00) related to public works projects, the city manager is authorized to enter into contract. Contracts in excess of fifty thousand dollars ($50,000.00) shall be approved by city council. These limits shall be updated annually before July 1 of each year, based on the cost index for construction costs in Los Angeles area as published by ENGINEERING NEWS-RECORD, New York, New York, by resolution of city council.

(Ord. No. 877, § 1, 1-27-92; Ord. No. 985, § 1, 1-25-99; Ord. No. 1102, § 1, 10-27-08.)