AMENDED AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
June 24, 2024
5:30 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.

AGENDA AMENDMENT

- Agenda Item No. 19 - Additional response letters to the project attached to report.

CALL TO ORDER

5:30 P.M.
Executive Board Room

ROLL CALL

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

Mayor 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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Fortis LLP v. Frances Marquez, City of Cypress
Case No. 30-2022-01277792-CU-WM-CJC
Orange County Superior Court

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 First Baptist Church of Cypress

PLEDGE OF ALLEGIANCE

REPORT OF CLOSED SESSION / WORKSHOP
City Manager/City Attorney

PRESENTATIONS

Recognition of Outgoing Commissioners and Oath of Office for Incoming Commissioners

Veteran Recognition Presentation

Introduction of New City Employees

Housing Element Implementation Ballot Measure Education, Outreach and Communication

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

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

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

   Prepared by: Peter Grant, City Manager

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

3. **Appoint a Commissioner to Fill an Unscheduled Vacancy on the Senior Citizens Commission**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Appoint Claudia Nessary to the Senior Citizens Commission to fill an unscheduled vacancy with a partial-term ending June 30, 2026.

4. **Adopt Resolutions to Hold a General Municipal Election on November 5, 2024**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation:

   1. Adopt a Resolution calling a General Municipal Election on Tuesday, November 5, 2024, for the election of certain officers as required by the City Charter; and

   2. Adopt a Resolution requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Elections Code §10403; and

   3. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 5, 2024.

5. Approve the First Reading of an Ordinance Approving Electronic and Paper Methods of Filing Campaign Finance Disclosure Statements.

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve the first reading an Ordinance relating to campaign finance reporting and approving electronic and paper methods of filing campaign finance disclosure statements.

6. Accept Organic Recycling Local Assistance Grant

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

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

2. Increase FY 2023-24 estimated revenues by $137,092 in the General Fund.

7. Accept the Shade Structure Replacement at Eucalyptus Park, Project 364

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Shade Structure Replacement at Eucalyptus Park, Project 364, in the amount of $79,279 and approve the final payment of $3,963.95 to R.E. Schultz Construction, Inc., and

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

8. Approve the Measure M2 Program Eligibility Submittal Package for Fiscal Year 2024-25

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve the Measure M2 program eligibility submittal package for Fiscal Year 2024-25.

9. Approve Contract Services Agreement and Task Order for On-Call Construction Management and Inspection Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve contract services agreement for on-call construction management and inspection services with FCG Consultants, Inc., and

2. Approve a Task Order to FCG Consultants, Inc. for an amount not to exceed $100,000 to perform public works construction management and inspection services for the period of July 1, 2024 through June 30, 2025.

10. Approve Task Order for Sewer System Management Plan Update and Audit

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a Task Order for the preparation of the Sewer System Management Plan update and audit to AKM Consulting Engineers for $119,184.

11. Approve Task Order for City Traffic Engineer Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a Task Order for an amount not to exceed $163,000 to Linscott, Law & Greenspan Engineers (LLG) to provide FY 2024-25 City Traffic Engineer Services.

12. Approve Plans and Specifications and Award Contract for Tree Planting, Project 358

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve plans and specifications for the FY 2023-24 Tree Planting, Project 358; and

2. Award a contract to Master Landscape & Maintenance, Inc. for $61,309 and authorize a contingency of $9,200.

13. Approve Contract Services Agreement for HVAC Maintenance and Repair Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a two-year contract to Control Air Enterprises, LLC for Heating, Ventilation, and Air Conditioning (HVAC) maintenance and repair services for $41,951 annually.

14. Approve Contract Services Agreements for Custodial Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve a two-year contract for custodial services at City facilities to United Maintenance Systems for an annual amount of $103,380; and

2. Approve a two-year contract for custodial services at Recreation and Park facilities to United Maintenance Systems for an annual amount of $103,800; and

3. Approve a two-year contract for custodial services for Recreation and Park restrooms to United Maintenance Systems for an annual amount of $89,040.

15. Approve the Purchase of Youth Sports Uniforms

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

Recommendation: Approve a one-year agreement for the purchase of youth sports uniforms with Manhattan Stitching Company for an amount not to exceed $10,291.

16. Receive and File the Investment Report for the Month Ended May 31, 2024

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

Recommendation: Receive and file the attached investment report.

17. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of May 11, 2024 through June 7, 2024

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

Recommendation: Receive and file the attached payment register summarized below for the period of May 11, 2024 through June 7, 2024:

- Electronic Funds Transfers 15120 through 15299
- Warrants 65248 through 65424
- Payroll Transfers W1529 through W1530

PUBLIC HEARINGS (Three minutes per speaker)

The public may address the City Council on public hearing 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.

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

18. Renew the Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2024-25

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Adopt a Resolution renewing Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2024-25, pursuant to the Landscaping and Lighting Act of 1972.

19. Approve a Conditional Use Permit, a Conditional Use Permit Amendment, and Tentative Parcel Map for a Charter School at 4321 Cerritos Avenue

Prepared by: Alicia Velasco, Planning Director

Recommendation:

1. Adopt a Resolution amending Conditional Use Permit No. 86-11; and
2. Adopt a Resolution approving Conditional Use Permit No. 2024-01; and
3. Adopt a Resolution approving Tentative Parcel Map No. 2023-134; and
4. Confirm actions are exempt from California Environmental Quality Requirements.

NEW BUSINESS

None.

ITEMS REMOVED FROM CONSENT CALENDAR

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

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

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

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, July 8, 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 20th 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/7631196076950940501**. 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 (562) 247-8422 and entering Access Code 332-287-088. 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 **2.**

FROM: Peter Grant, City Manager

DATE: 06/24/2024

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

RECOMMENDATION

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

DISCUSSION

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

The City Council updated the Strategic Plan in March 2024, including a review of the existing plan, development of new six-month objectives, and a discussion of the City's strengths and accomplishments during the past six months. The attached matrices report the progress on the six-month objectives as of June 24, 2024.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Six-month Objectives

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

April 2024 – September 2024

THREE-YEAR GOAL: **MAINTAIN INFRASTRUCTURE AND FACILITIES**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. May 13 City Council meeting	Public Works Director	Recommend a project to modernize the Executive Board Conference Room in FY 24-25 as part of the Capital Improvement Program	X			
2. By August 31	Public Works Director	Recommend a strategy and funding to increase sustainability in the City's civilian vehicle fleet to the City Manager		X		
3. August 26 City Council meeting	Public Works Director	Recommend options for streamlining Capital Improvement Plan projects to increase efficiency and contain costs			X	
4. June 24 City Council meeting	Public Works Director	Recommend an agreement for the design of Myra Avenue pump station No. 1	X			
5. Ongoing	Public Works Director & Finance Director	Pursue outside funding to offset the cost to replace Myra Avenue pump station No. 1, including potentially engaging a grant writer and/or lobbyist				

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

April 2024 – September 2024

MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. Ongoing until City Council considers placing measure on ballot	Planning Director	Conduct Housing Element implementation ballot measure education, outreach, and communication				
2. July 8 City Council meeting	Planning Director & City Attorney	Recommend placing the Housing Element implementation ballot measure on the 2024 General Election		X		
3. April 22 City Council meeting	City Manager & Planning Director	Recommend the second phase of the Business Development Program	X			
4. August 26 City Council meeting	Planning Director	Recommend the Business Park Specific Plan Modernization		X		
5. May 28 City Council meeting	Finance Director	Provide the results of the FY 2022-23 Measure M2 audit and any modifications to the OCTA settlement agreement that will restore Measure M2 allocation eligibility prior to June 30, 2024, rather than June 30, 2025 as originally contemplated	X			

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

April 2024 – September 2024

THREE-YEAR GOAL: **ENHANCE AND MAINTAIN PUBLIC SAFETY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. May 13 City Council meeting	Police Chief	Recommend an agreement for body worn cameras for Police Department patrol personnel	X			
2. By September 15	Police Chief working with HR, CERT & OCFA	Provide workplace safety training to all City staff		X		
3. On August 6	Police Chief & RCS Director	Produce a new signature community event combining the Police department's National Night Out and RCS' Summerfest		X		

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

April 2024 – September 2024

THREE-YEAR GOAL: **ENHANCE RECREATION FACILITIES AND PROGRAMS**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. August 26 City Council meeting	City Manager & Public Works Director	Recommend an extension to the lease with Orange County Public Libraries for the Cypress Library			X	
2. By September 15	Public Works & RCS Director	Conduct a dirty boots construction tour of Arnold Cypress Park for the City Council, Recreation Commission, and Cypress Girls Softball League		X		
3. September 9 joint City Council-RCS Commission meeting	RCS Director	Recommend updates to the Field and Facility Rental Policy		X		

CITY OF CYPRESS

SIX-MONTH STRATEGIC OBJECTIVES

April 2024 – September 2024

THREE-YEAR GOAL: **MAINTAIN HIGH QUALITY AN HIGH VALUE SERVICES FOR THE COMMUNITY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. April 22 City Council meeting	City Manager & City Clerk	Recommend a Resolution focused on sustaining effective governance after the transition to districts	X			
2. August 26 City Council meeting	Planning Director & Public Works Director	Recommend a program to incentivize residential property owners to maintain/improve privately-owned walls along arterial streets, including strategies to address atypical locations		X		
3. September 9 City Council workshop	City Manager & City Clerk working with Communications LAB	Present a strategic communications work plan, including review of City logos and branding		X		
4. May 13 City Council meeting	City Manager	Recommend a Budget Decision Package to fund consultant-led team-building efforts for the 2025 City Council to the City Council	X			
5. By September 1	Finance Director, IT Manager & Police Chief	Present an updated Business Continuity Plan to the City Manager		X		
6. June 24	City Clerk & City Attorney	Recommend calling the 2024 General Election		X		

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **3.**

FROM: Alisha Farnell, City Clerk

DATE: 06/24/2024

SUBJECT: **Appoint a Commissioner to Fill an Unscheduled Vacancy on the Senior Citizens Commission**

RECOMMENDATION

Appoint Claudia Nessary to the Senior Citizens Commission to fill an unscheduled vacancy with a partial-term ending June 30, 2026.

DISCUSSION

Glenn Button has submitted his resignation from the Senior Citizens Commission effective June 12. Mr. Button was serving his first term on the Senior Citizens Commission, which expires on June 30, 2026. Per the Boards, Commissions, and Committees Policy Manual adopted by City Council, a successor appointed to fill this vacancy must serve the remaining unexpired term vacated by Mr. Button.

As part of the annual Commission recruitment that occurred in April, the City Council selected several applicants to serve as alternates that should be considered for appointment should an unscheduled vacancy occur on a Commission prior to the next annual recruitment in 2025. The applicant identified as an alternate for the Senior Citizens Commission is Claudia Nessary. It is recommended the City Council appoint Claudia Nessary to fill the unscheduled vacancy resulting from Mr. Button's resignation.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Senior Citizens Commission
City of Cypress

June 12, 2024

To Chair Hank Machal and all Senior Citizens Commissioners,

With a heavy heart, I must resign from our commission, effective June 12, 2024. It has been a great honor to serve alongside each of you and learn from each of you. I am about to begin my campaign for City Council in District 4.

In addition to welcoming Cynthia Fayne to our Commission, this will give our Alternate, Claudia Nessary the opportunity to serve.

I am grateful for the many things we have accomplished together over the past two years, including:

- Circulating, tabulating, analyzing and reporting on our Senior Survey
- Serving in the kitchen and in the dining room for many festive occasions
- Planning for, publicizing, redirecting during construction, and celebrating our remodeled Cypress Senior Center
- Engaging with future leaders of the Youth Action Committee
- Celebrating our Cypress Senior Center's 30th Anniversary, complete with a historical slideshow
- Reviewing and selecting Grace Lachina honorees
- Delivering Meals on Wheels (as a ride along)
- Representing our Commission at meetings of the Sunshine Club and Senior Club boards
- Agonizing over our decision to remove the ceramics kilns
- Supporting Resource Fairs, complete with pancakes
- Sharing our issues and successes with the City Council
- Serving as Vice Chair, supporting Hank Machal

In short, I will deeply miss being part of this fine Commission with each of you. I look forward to continuing our friendships and our support of Cypress as I transition to campaigning for a new position.

Sincerely,



Glenn Button

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Alisha Farnell, City Clerk

DATE: 06/24/2024

SUBJECT: **Adopt Resolutions to Hold a General Municipal Election on November 5, 2024**

RECOMMENDATION

1. Adopt a Resolution calling a General Municipal Election on Tuesday, November 5, 2024, for the election of certain officers as required by the City Charter; and

2. Adopt a Resolution requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Elections Code §10403; and

3. Adopt a Resolution adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 5, 2024.

DISCUSSION

The City Charter calls for a General Municipal Election to be held on Tuesday, November 5, 2024, for the purpose of electing two members of the City Council for the full term of four years. In March, the City transitioned to district-based elections, adopting a five-district map and changing City Council elections to comply with the California Voting Rights Act. Starting with the November 5, 2024 General Municipal Election and every four years thereafter, voters will elect one Council Member to represent the district in which they live. The Council Member must reside in the same district and will be elected by the voters residing there. As part of the process of transitioning to district-based elections, the City Council set an election sequence that calls for the election of a Council Member from Districts 3 and 4 in the November 5, 2024 election.

The attached Resolutions call for the holding of a General Municipal Election on Tuesday, November 5, 2024, request the Board of Supervisors consolidate the General Municipal Election with the Statewide General Election, and establish regulations for candidates for elective office pertaining to candidates' statements submitted to the voters.

BUDGET IMPACT

The FY 2024-25 Budget includes sufficient amounts for general municipal election costs.

LEGAL REVIEW

The City Attorney has reviewed and approved the Resolutions.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution Calling Election
Resolution Consolidating with Orange County
Resolution on Candidates Statements

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER.

WHEREAS, under the provisions of the City Charter, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers; and

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

SECTION 1. That pursuant to the requirements of the City Charter, there is called and ordered to be held in the City of Cypress, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing a District 3 Council Member and a District 4 Council Member for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls (vote centers) for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls (vote centers) shall be closed, pursuant to Election Code §10242, except as provided in §14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED on the 24th 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 24th day of June, 2024; by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Cypress called a General Municipal Election to be held on November 5, 2024, for the purpose of the election of a Council Member in District 3 and District 4; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city, the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of the election of a Council Member in District 3 and District 4.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Cypress recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the county election department of the County of Orange.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED on the 24th 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 24th day of June, 2024; by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON NOVEMBER 5, 2024.

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

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

SECTION 1. GENERAL PROVISIONS. That pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Cypress on November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Orange. The County is required to translate candidate's statements into the following languages: Spanish, Korean, Vietnamese and Chinese.

B. The County will print and mail voter information guides and candidates statements to all voters in Spanish, Korean, Vietnamese, and Chinese or The County will mail separate voter information guides and candidates statements in Spanish, Korean, Vietnamese, and Chinese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places/vote centers, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language, requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

A. All translations shall be provided by professionally-certified translators.

B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous Resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That this Resolution shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED on the 24th 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 24th day of June, 2024; by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____

CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Alisha Farnell, City Clerk

DATE: 06/24/2024

SUBJECT: Approve the First Reading of an Ordinance Approving Electronic and Paper Methods of Filing Campaign Finance Disclosure Statements.

RECOMMENDATION

Approve the first reading an Ordinance relating to campaign finance reporting and approving electronic and paper methods of filing campaign finance disclosure statements.

DISCUSSION

At its March 25 meeting, the City Council approved an agreement with NetFile, Inc. for an electronic filing system for campaign disclosure statements for campaign committees and candidates. As part of the implementation process, the City Council must adopt an Ordinance with required findings approving the use of an electronic filing system, which states the system:

- Will operate securely and effectively and will not unduly burden filers; and
- Must be available free of charge to filers and the public for viewing filings; and
- Must include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury.

Although State law authorizes the City to mandate electronic filing, such mandate could have a direct effect on those committees or individuals who do not have computer access or familiarity with computer programs. To ensure that the same opportunity to comply with the Political Reform Act is afforded to all committees/individuals without unduly burdening anyone, it is recommended that City Council approve an Opt-In/Out Program. In short, to ensure reporting continuity and accurate accounting of contributions/expenditures, once a committee/individual chooses to file a report electronically, the committee/individual is deemed "opted-in" and shall file all future statements electronically. Any committee/individual who would prefer to "opt-out" of the electronically filing system must continue to submit original paper filings to the City Clerk's office. Should a committee/individual choose to "opt-out", the City Clerk's office will continue to accept such reports until the committee/individual chooses to "opt-in."

BUDGET IMPACT

None.

LEGAL REVIEW

The Ordinance was reviewed and approved by the City Attorney's office.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CYPRESS, CALIFORNIA AMENDING SECTION 2-128 OF THE CYPRESS MUNICIPAL CODE RELATING TO CAMPAIGN FINANCE REPORTING AND APPROVING ELECTRONIC AND PAPER METHODS OF FILING CAMPAIGN FINANCE DISCLOSURE STATEMENTS

WHEREAS, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act, except those who contributions and expenditures each total less than Two Thousand Dollars ($2,000) in a calendar year, to file such statements, reports, and other documents online or electronically with the City Clerk; and

WHEREAS, on March 25, 2024, the City entered into an agreement with a vendor certified by the Secretary of State for campaign disclosure documents that meets the requirements set by Government Code Section 84615; and

WHEREAS, the City Council approves the use of an electronic system, which includes that it will operate securely and effectively and will not unduly burden filers; it must be available free of charge to filers and the public for viewing filings; and it must include a procedure for filers to comply with the requirement that they sign statements and reports under the penalty of perjury.

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

Section 1. Section 2-128 of the Cypress Municipal Code shall be amended in its entirety to read as follows:

2-128. Reports.

(a) **Required Use of Electronic Filing System.**

(1) Except as set forth in subsection (i) of this Section 2-128, any candidate, committee, or other person required to file specified statements, reports, forms or other documents detailing contributions, expenditures, independent expenditures or payments as required by Chapter 4 of Title 9 of the California Government Code (also known as the Political Reform Act), and that has received contributions or made expenditures of $2,000 or more in a calendar year, may electronically file such statements using the City's online system according to procedures established by the City Clerk. However, to ensure reporting continuity, once a statement, report, form, or other document is filed electronically on behalf of any candidate, committee,

or other person, all future statements, reports, forms, and other documents filed on behalf of that candidate, committee, or other person must be filed electronically.

(2) A candidate, committee, or other person may choose not to use the electronica filing system by filing all original statements, reports, forms, or other documents in paper format with the City Clerk, until such time as the City Council determines that electronic filing is mandatory for all filers.

(b) **Paper Filing Not Required After Electronic Filing.** Any candidate, committee, or other person who has electronically filed a statement, report, form, or other document using the City's online system is not also required to file a copy of that document in a paper format with the City Clerk.

(c) **Report Form.** Reports, statements, forms or other documents required shall be on the forms required by the Political Reform Act, and shall contain the following:

(1) The name, street address, and telephone number of the person or committee making the contribution, expenditure, independent expenditure, or payment and of the committee's treasurer.

(2) If the report is related to a candidate, the full name of the candidate and the city office for which the candidate seeks nomination or election.

(3) If the report is related to a city measure, the full name by which the city measure is designated or proposed to be designated.

(4) The total amount of contributions received related to the candidate for city office or city measure during the period covered by the report.

(5) The total amount of expenditures related to the candidate for city office or city measure during the period covered by the report.

(6) The total amount of independent expenditures related to the candidate for city office or city measure during the period covered by the report.

(7) The total amount of payments made related to the candidate for city office or city measure during the period covered by the report.

(8) For each person for whom a contribution has been received, and/or from each person to whom an expenditure, independent

expenditure, or payment has been made on behalf of a candidate for city office or city measure during the period covered by the report:

a. His or her full name.

b. His or her street address.

c. If the person is a committee, the name of the committee, the number assigned to the committee by the Secretary of State, or if no number has been assigned, the full name and street address of the treasurer of the committee.

d. The date of the contribution, expenditure, independent expenditure, and/or payment.

e. The amount of the contribution, expenditure, independent expenditure, and/or payment.

f. A brief description of the consideration for which each such expenditure or independent expenditure was made and the value of the consideration if less than the total amount of the same.

g. The cumulative amount of expenditures, independent expenditures, and/or payments to such person over the period covered by the report.

(d) **Filing Schedule.** Reports, statements, forms or other documents required shall be filed semi-annually and/or as required under the Political Reform Act. Reports, statements, forms or other documents detailing contributions and/or expenditures shall be filed for the semiannual periods covering January 1 through June 30 and July 1 through December 31 by the deadlines set by the Fair Political Practices Commission. A supplemental report shall also be filed for any candidate for city office or for any city measure after the closing date of the semiannual report period in which contribution(s), expenditure(s), independent expenditure(s) or payment(s) exceeds $500. Such supplemental report shall be filed with the City Clerk's office by the deadlines set by the Fair Political Practices Commission.

(e) **Filing Options When a Copy Must be Filed with City Clerk.** In any instance in which an original statement, report, form or other document must be filed with the Secretary of State or other agency, a copy of that document is required to be filed with the City Clerk, the filer may electronically file a copy with the City Clerk, or may file in a paper format.

(f) **Paper Filing When Cannot File Electronically.** If, for technical reasons, the City's system is not capable of accepting a particular type of

statement, report, form or other document, a candidate, committee, or other person shall timely file that document in paper format with the City Clerk.

(g) **Internet Posting of Data.** The City Clerk shall ensure that the City's system makes all electronically-filed statements, reports, forms, or other documents available on the internet in an easily understood format that provides the greatest public access. The data shall be made available on the internet shall not contain the street name of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The City Clerk's office shall also make a complete, unredacted copy of the statement, report, form or other document available to the Fair Political Practices Commission for Government Code Section 87200 filers.

(h) **Records Retention.** The City Clerk's office shall maintain records according to the City's records retention schedule and applicable State law commencing from the date filed, a secured, official version of each online or electronic statement, report, form, or other document, which shall serve as the official version of that record.

(i) The reporting requirement contained herein shall apply only to candidates seeking election for city office, their controlled committees, committees formed or existing primarily to support or oppose the candidacy of a candidate for city office, to committees formed or existing primarily to support or oppose the qualification of, or passage of, a local ballot measure which is being voted on only in the city, and to city general purpose committees active only within the city.

Section 2. Severability. That the City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions of this Ordinance are severable, and, if for any reason any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 4. Certification. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 24th 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 Ordinance was duly adopted at a regular meeting of said City Council held on the 24th 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 **6.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Accept Organic Recycling Local Assistance Grant**

RECOMMENDATION

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

2. Increase FY 2023-24 estimated revenues by $137,092 in the General Fund.

DISCUSSION

The City Council approved a Resolution to apply for California Department of Resources Recycling and Recovery (CalRecycle) grants as they become available for recycling and solid waste programs (see attachment). CalRecycle recently awarded the City a one-time $137,092 grant to assist with organic recycling.

Grant proceeds may be expended on personnel and consulting services related to organic recycling implementation between April 2024 and April 2026. The one-time grant proceeds will pay for a portion of the cost of the additional public education and outreach, exemption waiver program, reporting and compliance monitoring required by CalRecycle during the next two fiscal years and there are no matching requirements.

BUDGET IMPACT

The Organic Recycling Local Assistance Grant Program provides $137,092 in one-time General Fund revenues for organic recycling implementation. Additional implementation costs above the grant award will be paid with compliance monitoring fee revenues recorded in the General Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution
Grant Award Information

RESOLUTION NO. 6948

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL GRANT PROGRAMS FOR WHICH THE CITY OF CYPRESS IS ELIGIBLE

THE CITY COUNCIL OF THE CITY OF CYPRESS HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress authorizes the submittal of applications to CalRecycle for all grants for which the City of Cypress is eligible; and

BE IT FURTHER RESOLVED that the Public Works Director, or their designee, is hereby authorized and empowered to execute in the name of the City of Cypress, all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption.

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 23rd day of October, 2023.

Anne Mallari
MAYOR OF THE CITY OF CYPRESS

ATTEST:

Alisha Farnell
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 23rd day of October, 2023, by the following roll call vote:

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

Alisha Farnell
CITY CLERK OF THE CITY OF CYPRESS

Request for Approval

Revised May 2024

To: **Karen Kayfetz**
Acting Deputy Director, Division of Circular Economy

From: **Michelle Martin**
Branch Chief, Financial Resources Management Branch

Request Date: **February 14, 2024**

Decision Subject: Awards for the SB 1383 Local Assistance Grant Program (Greenhouse Gas Reduction Fund, Fiscal Year 2022–23)

Action By: February 20, 2024 May 24, 2024

Summary of Request

Staff requests approval of 387 grant awards in the amount of $109,515,543~~$109,590,543~~ for the SB 1383 Local Assistance Grant Program (Program) for fiscal year (FY) 2022–23.

Funding

The FY 2022–23 Budget Act allocated $180,000,000 to be used to assist local jurisdictions in the implementation of regulations adopted by the Department of Resources Recycling and Recovery pursuant to Chapter 395 of the Statutes of 2016, with $9,000,000 reserved to cover administrative costs. CalRecycle allocated $90,000,000 to the SB 1383 Local Assistance Grant Program. The remaining funds were allocated to the Organics Grant Program to fund immediate, critical infrastructure needed to process organic waste as required by SB 1383. After award of the Organics Grant Program, there was $19,590,543 remaining. Those funds were moved to the SB 1383 Local Assistance Grant making the total amount available for award to $109,590,543.

Table 1. Funding

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
Greenhouse Gas Reduction Fund	$109,590,543	$109,515,543 ~~$109,590,543~~	$75,000 ~~$0~~	Local Assistance Grants

Background and Findings

Statutory Authority

Senate Bill (SB) 1383 Lara, Chapter 395, Statutes of 2016, set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. The Budget Act of 2022 authorizes CalRecycle to award grants to local jurisdictions to assist in the implementation of programs to meet these statutory requirements.

Program Background

The SB 1383 Local Assistance Grant Program provides funding to assist local jurisdictions with meeting the requirements below:

- Provide organics collection services to all residents and businesses
- Conduct education and outreach to the community
- Secure access to recycling and edible food recovery capacity
- Establish edible food recovery program
- Procure recyclable and recovered organic products
- Monitor compliance and conduct enforcement

Criteria and Process

The Eligibility Criteria and Evaluation Process was approved by the Deputy Director on July 19, 2023 and was presented at the July 2023 CalRecycle Monthly Public Meeting. The Notice of Funds Available was placed on the CalRecycle web site on September 14, 2023, with an appropriate notice sent to interested parties.

Applications were due November 15, 2023, with a secondary due date of December 20, 2023, for authorizing documentation submission. CalRecycle received 390 applications requesting $78,899,869. Staff reviewed the applications in accordance with the approved evaluation and criteria. Subsequently, three applications did not meet the eligibility requirements and are therefore ineligible. The base grant award is $75,000 for eligible entities. The remaining funds will be distributed to eligible entities based on per capita calculations using the Department of Finance's January 2023 population statistics and data provided by special districts. Staff proposes to fund 387 applications.
If additional monies become available, staff recommends funding the remaining applicants.

Listed below are the types of projects recommended for funding. The types of projects recommended for funding include but are not limited to: green bins and food waste counter pails, development of education and outreach materials, record keeping subscriptions, equipment for food rescue, compost procurement, enforcement and inspections, and personal and administrative costs.

Recommendation

Staff recommends approval of 387 grant awards as listed below for $109,515,543~~$109,590,543~~.

Table 2. Recommended Awards

Applicant	Award Amount
Alameda County	$388,722
Amador County • City of Amador • City of Ione • City of Jackson • City of Plymouth • City of Sutter Creek	$450,000
Castro Valley Sanitary District	$173,811
Central Contra Costa Solid Waste Authority dba RecycleSmart • City of Lafayette • City of Orinda • City of Walnut Creek • Town of Danville • Town of Moraga	$531,371
City and County of San Francisco	$2,161,472
City of Adelanto	$103,014
City of Agoura Hills	$75,000
City of Alameda	$208,212
City of Alhambra	$218,610
City of Aliso Viejo	$139,546
City of American Canyon	$75,000
City of Anaheim	$858,835
City of Antioch	$306,999
City of Arcata	$75,000
City of Artesia	$75,000
City of Atwater	$89,452
City of Auburn	$75,000
City of Avalon	$75,000
City of Avenal	$75,000
City of Bakersfield	$1,065,428
City of Banning	$89,017
City of Barstow	$75,000
City of Beaumont	$154,625
City of Bell Gardens	$107,651
City of Bellflower	$207,272
City of Belmont	$77,478
City of Benicia	$75,891
City of Berkeley	$328,023
City of Beverly Hills	$90,074
City of Big Bear Lake	$75,000
City of Blythe	$75,000
City of Brawley	$79,409
City of Brea	$132,861

Applicant	Award Amount
City of Brentwood	$175,139
City of Brisbane	$75,000
City of Buellton	$75,000
City of Buena Park	$224,342
City of Burbank	$278,760
City of Burlingame	$86,133
City of Calabasas	$75,000
City of Calexico	$108,298
City of Calimesa	$75,000
City of Camarillo	$187,556
City of Canyon Lake	$75,000
City of Capitola	$75,000
City of Carlsbad	$304,687
City of Carpinteria	$75,000
City of Cathedral City	$141,273
City of Ceres	$131,683
City of Chico	$286,162
City of Chino	$249,249
City of Chino Hills	$207,619
City of Chula Vista	$719,552
City of Citrus Heights	$230,349
City of Claremont	$103,281
City of Clayton	$75,000
City of Clovis	$330,511
City of Coachella	$118,046
City of Coalinga	$75,000
City of Colfax	$75,000
City of Colton	$145,729
City of Compton	$250,756
City of Concord	$324,170
City of Corcoran	$75,000
City of Corona	$414,610
City of Coronado	$75,000
City of Costa Mesa	$295,972
City of Culver City	$110,849
City of Cupertino	$161,264
City of Cypress	$137,092
City of Daly City	$270,827
City of Davis	$174,062
City of Del Mar	$75,000
City of Delano	$142,034
City of Desert Hot Springs	$92,533
City of Diamond Bar	$146,317
City of Dinuba	$75,000
City of Dixon	$75,000

Applicant	Award Amount
City of Dos Palos	$75,000
City of Downey	$296,174
City of Dublin	$193,876
City of East Palo Alto	$82,120
City of Eastvale	$188,087
City of El Cajon	$278,977
City of El Centro	$123,181
City of El Cerrito	$75,000
City of El Monte	$283,529
City of El Segundo	$75,000
City of Elk Grove	$466,392
City of Emeryville	$75,000
City of Encinitas	$166,263
City of Escalon	$75,000
City of Escondido	$395,953
City of Eureka	$75,785
City of Fairfield	$317,573
City of Ferndale	$75,000
City of Fillmore	$75,000
City of Folsom	$229,471
City of Fontana	$561,790
City of Fort Bragg	$75,000
City of Fortuna	$75,000
City of Foster City	$92,779
City of Fountain Valley	$155,653
City of Fremont	$602,222
City of Fresno	$1,415,099
City of Fullerton	$378,021
City of Galt	$75,000
City of Garden Grove	$451,318
City of Gardena	$162,960
City of Glendale	$503,362
City of Goleta	$92,104
City of Grass Valley	$75,000
City of Gustine	$75,000
City of Half Moon Bay	$75,000
City of Hawaiian Gardens	$75,000
City of Hawthorne	$229,999
City of Hayward	$421,847
City of Hemet	$240,915
City of Hermosa Beach	$75,000
City of Hesperia	$267,124
City of Hidden Hills	$75,000
City of Highland	$153,056
City of Holtville	$75,000

Applicant	Award Amount
City of Hughson	$75,000
City of Huntington Beach	$514,832
City of Huntington Park	$146,058
City of Imperial	$75,000
City of Imperial Beach	$75,072
City of Indio	$243,294
City of Industry	$75,000
City of Inglewood	$283,195
City of Irvine	$792,738
City of Jurupa Valley	$279,920
City of Kerman	$75,000
City of Kingsburg	$75,000
City of La Habra	$168,205
City of La Mesa	$164,536
City of La Puente	$104,826
City of La Quinta	$106,439
City of La Verne	$91,104
City of Laguna Beach	$75,000
City of Laguna Hills	$87,140
City of Laguna Niguel	$175,628
City of Laguna Woods	$75,000
City of Lake Elsinore	$194,453
City of Lake Forest	$233,689
City of Lakewood	$215,635
City of Lancaster	$456,996
City of Lathrop	$98,934
City of Lawndale	$88,065
City of Lemon Grove	$79,101
City of Lemoore	$77,001
City of Lincoln	$143,552
City of Livermore	$227,646
City of Livingston	$75,000
City of Lodi	$179,747
City of Lomita	$75,000
City of Lompoc	$120,716
City of Long Beach	$1,194,492
City of Los Alamitos	$75,000
City of Los Altos	$88,425
City of Los Angeles	$9,758,951
City of Lynwood	$179,579
City of Malibu	$75,000
City of Manhattan Beach	$96,873
City of Martinez	$102,722
City of Maywood	$75,000
City of Menifee	$292,997

Applicant	Award Amount
City of Menlo Park	$92,197
City of Millbrae	$75,000
City of Milpitas	$217,999
City of Mission Viejo	$245,907
City of Modesto	$569,930
City of Montclair	$105,184
City of Montebello	$167,713
City of Monterey Park	$161,611
City of Moorpark	$99,117
City of Moreno Valley	$547,390
City of Morgan Hill • City of Gilroy	$290,583
City of Mountain View	$224,560
City of Murrieta	$292,904
City of Napa	$207,005
City of National City	$165,976
City of Newark	$130,984
City of Norco	$75,000
City of Norwalk	$270,003
City of Oakdale	$75,000
City of Oakland	$1,094,382
City of Oakley	$124,605
City of Oceanside	$451,008
City of Ojai	$75,000
City of Ontario	$476,003
City of Orange	$368,156
City of Orange Cove	$75,000
City of Oroville	$75,000
City of Oxnard	$519,396
City of Pacifica	$104,117
City of Palm Desert	$139,155
City of Palm Springs	$122,267
City of Palmdale	$437,684
City of Palo Alto	$182,321
City of Palos Verdes Estates	$75,000
City of Paramount	$143,202
City of Pasadena	$362,784
City of Patterson	$75,000
City of Pico Rivera	$165,978
City of Pinole	$75,000
City of Pittsburg	$201,796
City of Placentia	$144,054
City of Placerville	$75,000
City of Pleasant Hill	$94,576
City of Pleasanton	$206,068

Applicant	Award Amount
City of Point Arena	$75,000
City of Porterville	$170,155
City of Poway	$133,635
City of Rancho Cordova	$218,128
City of Rancho Cucamonga	$457,434
City of Rancho Mirage	$75,000
City of Rancho Palos Verdes	$114,339
City of Rancho Santa Margarita	$129,967
City of Redding	$247,509
City of Redlands	$194,451
City of Redondo Beach	$185,221
City of Redwood City	$219,107
City of Reedley	$75,000
City of Rialto	$274,747
City of Richmond	$302,018
City of Ridgecrest	$80,305
City of Rio Dell	$75,000
City of Rio Vista	$75,000
City of Ripon	$75,000
City of Riverbank	$75,000
City of Riverside	$820,247
City of Rocklin	$192,398
City of Rolling Hills	$75,000
City of Rolling Hills Estates	$75,000
City of Roseville	$404,054
City of Sacramento	$1,349,680
City of San Bruno	$116,990
City of San Buenaventura	$286,025
City of San Carlos	$84,476
City of San Diego	$3,551,023
City of San Dimas	$96,342
City of San Fernando	$75,000
City of San Gabriel	$107,700
City of San Jacinto	$148,186
City of San Jose	$2,491,720
City of San Juan Capistrano	$98,957
City of San Leandro	$234,647
City of San Marcos	$252,856
City of San Mateo	$275,609
City of San Pablo	$89,149
City of San Ramon	$222,667
City of Sanger	$76,049
City of Santa Ana	$783,881
City of Santa Barbara	$229,264
City of Santa Clara	$351,102

Applicant	Award Amount
City of Santa Cruz	$171,801
City of Santa Fe Springs	$75,000
City of Santa Maria	$291,555
City of Santa Monica	$245,580
City of Santa Paula	$89,465
City of Santee	$161,453
City of Scotts Valley	$75,000
City of Seal Beach	$75,000
City of Selma	$75,000
City of Shafter	$75,000
City of Solana Beach	$75,000
City of South Gate	$247,931
City of South Lake Tahoe	$75,000
City of South San Francisco	$174,647
City of Stanton	$109,300
City of Stockton	$835,924
City of Suisun City	$81,822
City of Sunnyvale	$412,829
City of Taft	$75,000
City of Tehachapi	$75,000
City of Temecula	$290,059
City of Thousand Oaks	$326,482
City of Torrance	$378,497
City of Tracy	$255,665
City of Trinidad	$75,000
City of Tulare	$188,509
City of Turlock	$191,561
City of Tustin	$214,092
City of Twentynine Palms	$75,241
City of Union City	$180,941
City of Upland	$211,031
City of Vacaville	$269,105
City of Vallejo	$323,093
City of Vernon	$75,000
City of Victorville	$363,315
City of Villa Park	$75,000
City of Visalia	$378,430
City of Vista	$266,591
City of Wasco	$77,035
City of Watsonville	$137,242
City of West Sacramento	$148,404
City of Westlake Village	$75,000
City of Westminster	$242,417
City of Whittier	$234,113
City of Wildomar	$102,186

Applicant	Award Amount
City of Willits	$75,000
City of Winters	$75,000
City of Woodlake	$75,000
City of Woodland	$163,146
City of Yorba Linda	$181,754
City of Yucaipa	$147,896
Contra Costa County	$459,414
Costa Mesa Sanitary District	$315,341
Del Norte Solid Waste Management Authority • City of Crescent City • Del Norte County	$150,000
El Dorado County	$416,857
El Dorado Hills Community Services District	$126,168
Fresno County	$419,377
Garden Grove Sanitary District	$455,122
Heber Public Utility District	$75,000
Helendale Community Service District	$75,000
Home Garden Community Services District	$75,000
Humboldt County	$191,655
Imperial County	$95,705
Kensington Police Protection and Community Services District	$75,000
Kern County	$793,965
Kings County	$87,593
Lake County	$125,832
Los Angeles County	$2,592,030
Madera County	$199,091
Marin City Community Services District	$75,000
Marin County Hazardous and Solid Waste Management Joint Powers Authority • City of Belvedere • City of Larkspur • City of Mill Valley • City of Novato • City of San Rafael • City of Sausalito • Marin County • Town of Corte Madera • Town of Fairfax • Town of Ross • Town of San Anselmo • Town of Tiburon	$1,157,867

Applicant	Award Amount
Mariposa County	$75,000
Mendocino County	$165,846
Merced County	$242,717
Midway City Sanitary District	$274,786
Modoc County	$75,000
Montara Water & Sanitary District	$75,000
Monterey County	$277,986
Monterey Regional Waste Management District (dba ReGen Monterey) • City of Carmel-by-the-Sea • City of Del Rey Oaks • City of Marina • City of Monterey • City of Pacific Grove • City of Sand City • City of Seaside • Pebble Beach Community Services District	$612,849
Mountain House Community Service District	$75,000
Nevada County	$182,132
Novato Sanitary District	$163,454
Orange County	$350,165
Oro Loma Sanitary District	$357,637
Phelan Pinon Hills Community Services District	$75,360
Placer County	$297,821
Plumas County	$75,000
Rancho Murieta Community Services District	$75,000
Regional Waste Management Authority • City of Live Oak • City of Marysville • City of Wheatland • City of Yuba City • Sutter County • Yuba County	$667,656
Riverside County	$1,048,132
Rodeo Sanitary District	$75,000
Sacramento County	$1,557,735
Salinas Valley Solid Waste Authority • City of Gonzales • City of Greenfield • City of King City • City of Salinas • City of Soledad	$722,025

Applicant	Award Amount
San Benito County Integrated Waste Management Regional Agency • City of Hollister • City of San Juan Bautista • San Benito County	$269,157
San Bernardino County	$778,319
San Diego County	$1,328,221
San Gabriel Valley Council of Governments • City of Arcadia • City of Azusa • City of Baldwin Park • City of Covina • City of Duarte • City of Glendora • City of Irwindale • City of La Canada Flintridge • City of Monrovia • City of Pomona • City of Rosemead • City of San Marino • ~~City of Sierra Madre~~ • City of South El Monte • City of South Pasadena • City of Temple City • City of Walnut • City of West Covina	$2,314,899 ~~$2,389,899~~
San Joaquin County	$416,125
San Luis Obispo County	$321,734
San Luis Obispo County Integrated Waste Management Authority • Avila Beach Community Services District • California Valley Community Service District • Cambria Community Services District • Cayucos Sanitary District • City of Arroyo Grande • City of Atascadero • City of Grover Beach • City of Morro Bay • City of Paso Robles • City of Pismo Beach • City of San Luis Obispo • Heritage Ranch Community Service District • Los Osos Community Services District • Nipomo Community Service District	$1,430,723

Applicant	Award Amount
• Oceano Community Service District • San Miguel Community Services District • San Simeon Community Services District • Templeton Community Service District	
San Mateo County	$165,976
Santa Barbara County	$365,114
Santa Clara County	$245,397
Santa Cruz County	$338,133
Santa Lucia Community Services District	$75,000
Shasta County • City of Anderson • City of Shasta Lake	$328,282
Siskiyou County • City of Dorris • City of Dunsmuir • City of Etna • City of Fort Jones • City of Montague • City of Mount Shasta • City of Tulelake • City of Weed • City of Yreka	$750,000
Solano County	$75,000
Sonoma County Waste Management Agency • City of Cloverdale • City of Cotati • City of Healdsburg • City of Petaluma • City of Rohnert Park • City of Santa Rosa • City of Sebastopol • City of Sonoma • Sonoma County • Town of Windsor	$1,537,564
Stanislaus County	$292,184
Tamalpais Community Services District • Almonte Sanitary District • Alto Sanitary District • Bolinas Community Public Utility District • Homestead Valley Sanitary District • Las Gallinas Valley Sanitary District • Strawberry Recreation District	$535,781

Applicant	Award Amount
Tehama County Solid Waste Management Agency • City of Corning • City of Red Bluff • City of Tehama • Tehama County	$340,333
Town of Apple Valley	$202,280
Town of Atherton	$75,000
Town of Colma	$75,000
Town of Hillsborough	$75,000
Town of Loomis	$75,000
Town of Mammoth Lakes	$75,000
Town of Paradise	$75,000
Town of Portola Valley	$75,000
Town of Truckee	$75,000
Town of Woodside	$75,000
Town of Yucca Valley	$75,000
Tulare County	$354,476
Tuolumne County • City of Sonora	$211,328
Upper Valley Waste Management Agency • City of Calistoga • City of St Helena • Napa County • Town of Yountville	$300,000
Ventura County	$246,469
West Contra Costa Integrated Waste Management Authority • City of Hercules	$76,194
West Valley Solid Waste Management Authority • City of Campbell • City of Monte Sereno • City of Saratoga • Town of Los Gatos	$374,757
Yolo County	$99,195
Total Award	**$109,515,543** ~~**$109,590,543**~~

Revisions were made to the RFA because one of the participating jurisdictions was not able to resolve the outstanding debt issue in time and were subsequently removed from the grant award.

Deputy Director Action

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve the grant awards for the SB 1383 Local Assistance Grant Program as listed in Table 2. Each proposed grantee's award is subject to three conditions:

1. The recommended grantee must pay all outstanding debts due to CalRecycle, or bring current any outstanding payments owed to CalRecycle, within 60 days of the date of the award email.
2. The recommended grantee is responsible for submitting all outstanding documents required by CalRecycle during the application process, as well as those identified in the Application Guidelines and Instructions, prior to the release of funding.
3. The recommended grantee must have a valid Resolution in place within 60 days of the date of the award email.

Signed By: Karen Kayfetz, Acting Deputy Director

Karen Kayfetz
Acting Deputy Director

May 30, 2024

Dated

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Accept the Shade Structure Replacement at Eucalyptus Park, Project 364**

RECOMMENDATION

1. Accept the Shade Structure Replacement at Eucalyptus Park, Project 364, in the amount of $79,279 and approve the final payment of $3,963.95 to R.E. Schultz Construction, Inc., and

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

DISCUSSION

City Council awarded a contract to R.E. Schultz Construction, Inc., in October 2023, to install shade sails at Eucalyptus Park. The project replaced the existing wooden shade structure with a new 20-foot by 20-foot fabric shade shelter. Public Works demolished and removed the existing wooden structure and also inspected the project. Work began in May and took three weeks to complete.

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

BUDGET IMPACT

The original estimated cost of construction was $83,410, final project costs total $79,279, and sufficient amounts are included in the Recreation and Park District's General Fund budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Eucalyptus Park Shade Structure Replacement
Project 364

Item Description	Original Amount	Actual Expenditures	Difference
Construction			
Construction	$ 72,610.00	$ 72,610.00	$ -
Construction Contingency	$ 10,800.00	$ 6,669.00*	$ 4,131.00
Sub-total Construction	$ 83,410.00	$ 79,279.00	$ 4,131.00
Total Project	**$ 83,410.00**	**$ 79,279.00**	**$ 4,131.00**

* Includes a change order for unforseen site conditions

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Approve the Measure M2 Program Eligibility Submittal Package for Fiscal Year 2024-25**

RECOMMENDATION

Approve the Measure M2 program eligibility submittal package for Fiscal Year 2024-25.

DISCUSSION

Each year, the Orange County Transportation Authority (OCTA) requires cities to submit documentation on transportation related programs. In addition to the annual submittals, cities must submit a citywide pavement management program every two years (next submittal in 2025) and an updated local signal synchronization plan every three years (next submittal in 2026).

This year, the City will provide OCTA the following:

- Measure M2 Eligibility Checklist for FY 2024-25
- The Measure M2 7-Year Capital Improvement Program which includes all projects between FY 2024-25 and FY 2030-31 scheduled to be funded partially or wholly by Measure M2 dollars
- Approved Maintenance of Effort (MOE) Certification Form for FY 2024-25

The submittal of the Measure M2 eligibility package will satisfy all OCTA requirements and re-qualify the City for ongoing participation in the Measure M2 program.

BUDGET IMPACT

The recommended action will allow the City to remain eligible to receive revenues through the Measure M2 program for use on qualifying street projects.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Eligibility Package

Orange County Transportation Authority
Measure M2 Program Eligibility Components

The Orange County Transportation Authority (OCTA) requires cities to annually submit documentation regarding its transportation related programs. In order to remain eligible for Measure M2 sales tax revenue, the City is submitting the following documents:

Measure M2 Eligibility Checklist:
The Measure M2 Program requires the City's annual eligibility application to include a checklist that is used by OCTA Staff and the Taxpayers Oversight Committee to determine compliance with program requirements. The checklist demonstrates that the City is in compliance with the program.

M2 7-Year Capital Improvement Program:
Attached are capital projects utilizing Measure M2 funds scheduled for construction during the seven (7) year period. The project sheets include budget and schedule details for reconstruction and paving projects, intersection improvements, parkway improvements, and traffic signal projects funded fully, or in part, by Measure M2 Funds.

Maintenance of Effort (MOE):
The Measure M2 program requires the City to support the ongoing "maintenance of effort" requirement by ensuring that City funds continue to be allocated towards street maintenance and repairs as well as other transportation-related projects. Measure M2 funds are designed to supplement, not replace, existing local funding sources for transportation projects. The City's required MOE is based upon a historic benchmark of General Fund expenditures towards road maintenance and transportation projects in the City.

Measure M2 Eligibility Checklist

OCTA | OCGO
Local Tax Dollars at Work

APPENDIX D
Eligibility Checklist

Jurisdiction:	**City of Cypress**

Capital Improvement Program (CIP)		**YES**	**NO**
1.	Did you submit your draft or adopted M2 seven-year CIP to OCTA by June 28?	☒	☐
	a. Did you utilize the required OCTA OCFundtracker CIP database?	☒	☐
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance, the Congestion Management Program, and environmental clean-up commitments?	☒	☐
	c. Are there any non-transportation related projects included in your M2 CIP? (Note: Projects funded through ECP are considered transportation-related)	☐	☒
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	☒	☐
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: 6/24/2022 *Must be prior to July 31		
Maintenance of Effort (MOE)		**YES**	**NO**
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	☒	☐
	a. Did you provide supporting budget documentation?	☒	☐
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	☒	☐
Pavement Management Plan (PMP)		**YES**	**NO**
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? Refer to Exhibit 3 for PMP submittal schedule.	☐	☒
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	☐	☐
	b. If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Plan?	☐	☐
4.	If you answered "No" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	☒	☐
Resolution of Master Plan of Arterial Highways (MPAH) Consistency		**YES**	**NO**
5.	Did you submit a resolution indicating conformance with the MPAH?	N/A	N/A
	a. Have you enclosed an exhibit showing roadway designations that represent your most current circulation element?	N/A	N/A
Local Signal Synchronization Plan (LSSP)		**YES**	**NO**
6.	Did you submit an update to the LSSP as part of the current cycle?	N/A	N/A
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	N/A	N/A

OCTA | OCGO
Local Tax Dollars at Work

APPENDIX D
Eligibility Checklist

Time Limits for Use of Net Revenues		**YES**	**NO**
7.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	☒	☐
	a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	☐	☐
Supplanting of Developer Commitments		**YES**	**NO**
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	☒	☐
Mitigation Fee Program (MFP)		**YES**	**NO**
9.	Does your jurisdiction currently have a defined development impact MFP in place?	☒	☐
10.	Has an update to the MFP occurred since the last reporting period?	☐	☒
11.	If yes to 10, has your jurisdiction submitted one or more of the supporting documents outlined in chapter 2.7 of the Eligibility Guidelines?	☐	☒
Planning Strategies		**YES**	**NO**
12.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	☒	☐
13.	Have you provided a letter identifying **land use planning strategies** that accommodate transit and non-motorized transportation consideration in the General Plan?	☒	☐
Traffic Forums		**YES**	**NO**
14.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐
	a. If you answered yes, provide date(s) of attendance: 2 / 6 / 2 4		
Congestion Management Program (CMP)		**YES**	**NO**
15.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	N/A	N/A

Nick Mangkalakiri
Name (Print)

Signature

6/6/2024
Date

M2 7-Year Capital Improvement Program

Orange County Transportation Authority

FY 2024/25 - FY 2030/31 Capital Improvement Program

TIP ID CP-12416 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment

Project Title
Accessible Pedestrian Signals

Project Description
Replacement of accessible pedestrian push buttons with audible and vibrotactile APS

Limits
Various Locations

Project Notes
Other- Local Street Lighting Fund

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Other	$0	$0	$250,000	$0	$250,000	$257,500
2026	Other	$0	$0	$250,000	$0	$250,000	$265,225
Totals:		**$0**	**$0**	**$500,000**	**$0**	**$500,000**	**$522,725**

Last Revised: 24-00 - Submitted

Total Programmed: $500,000

TIP ID CP-12412 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Rehabilitation of roadway

Project Title
Arterial Street Rehabilitation

Project Description
Streets selected will be based on visual inspection and the City's Pavement Management Program

Limits
Various locations

Project Notes
Other- Infrastructure reserve

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Local Streets and Roads apportionments	$0	$0	$1,650,000	$0	$1,650,000	$1,699,500
2025	Measure M2 Local Fairshare	$0	$0	$1,450,000	$0	$1,450,000	$1,493,500
2026	Local Streets and Roads apportionments	$0	$0	$1,250,000	$0	$1,250,000	$1,326,125
2026	Measure M2 Local Fairshare	$0	$0	$1,150,000	$0	$1,150,000	$1,220,035
2027	Local Streets and Roads apportionments	$0	$0	$1,425,000	$0	$1,425,000	$1,557,136
2027	Measure M2 Local Fairshare	$0	$0	$1,175,000	$0	$1,175,000	$1,283,954
2028	Other	$0	$0	$100,000	$0	$100,000	$112,551
2028	Local Streets and Roads apportionments	$0	$0	$1,350,000	$0	$1,350,000	$1,519,437
2028	Measure M2 Local Fairshare	$0	$0	$1,150,000	$0	$1,150,000	$1,294,335
2029	Local Streets and Roads apportionments	$0	$0	$1,550,000	$0	$1,550,000	$1,796,875
2029	Other	$0	$0	$100,000	$0	$100,000	$115,927
2029	Measure M2 Local Fairshare	$0	$0	$1,250,000	$0	$1,250,000	$1,449,093
2030	Local Streets and Roads apportionments	$0	$0	$1,875,000	$0	$1,875,000	$2,238,848
2030	Measure M2 Local Fairshare	$0	$0	$1,275,000	$0	$1,275,000	$1,522,417
2030	Other	$0	$0	$100,000	$0	$100,000	$119,405
2031	Other	$0	$0	$100,000	$0	$100,000	$122,987
2031	Measure M2 Local Fairshare	$0	$0	$1,325,000	$0	$1,325,000	$1,629,583
2031	Local Streets and Roads apportionments	$0	$0	$1,525,000	$0	$1,525,000	$1,875,558
Totals:		**$0**	**$0**	**$19,800,000**	**$0**	**$19,800,000**	**$22,377,266**

Last Revised: 24-00 - Submitted

Total Programmed: $19,800,000

TIP ID CP-12417 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Safety
Type of Work Description: Safety - Improve lighting of roadway

Project Title
City Street Light LED Conversion
Project Description
Replace City-owned street light at various locations

Limits
various locations City-wide

Project Notes
Other- Local Street Lighting Fund

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Other	$0	$0	$350,000	$0	$350,000	$360,500
	Totals:	**$0**	**$0**	**$350,000**	**$0**	**$350,000**	**$360,500**

Last Revised: 24-00 - Submitted

Total Programmed: $350,000

TIP ID CP-12422 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Pedestrian
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk

Project Title
Concrete Rehabilitation (City Wide)
Project Description
Concrete Rehabilitation (City Wide)

Limits
Various Locations

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	General Fund	$0	$0	$250,000	$0	$250,000	$257,500
2025	Gas Tax	$0	$0	$300,000	$0	$300,000	$309,000
2026	Gas Tax	$0	$0	$300,000	$0	$300,000	$318,270
2026	General Fund	$0	$0	$250,000	$0	$250,000	$265,225
2027	Gas Tax	$0	$0	$300,000	$0	$300,000	$327,818
2027	General Fund	$0	$0	$250,000	$0	$250,000	$273,182
2028	General Fund	$0	$0	$250,000	$0	$250,000	$281,377
2028	Gas Tax	$0	$0	$325,000	$0	$325,000	$365,790
2029	General Fund	$0	$0	$250,000	$0	$250,000	$289,819
2029	Gas Tax	$0	$0	$325,000	$0	$325,000	$376,764
2030	General Fund	$0	$0	$250,000	$0	$250,000	$298,513
2030	Gas Tax	$0	$0	$325,000	$0	$325,000	$388,067
2031	General Fund	$0	$0	$250,000	$0	$250,000	$307,468
2031	Gas Tax	$0	$0	$350,000	$0	$350,000	$430,456
	Totals:	**$0**	**$0**	**$3,975,000**	**$0**	**$3,975,000**	**$4,489,249**

Last Revised: 24-00 - Submitted

Total Programmed: $3,975,000

TIP ID CP-12426 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts

Project Title
FY 14/15 ARS Installation Priority 1 Project

Project Description
Install ARS devices at various locations throughout the City.

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Various locations city-wide	2025	General Fund	$0	$0	$0	$793	$793	$793
Project Notes	2025	Environmental Cleanup Program (ECP) - Tier 1	$0	$0	$0	$3,378	$3,378	$3,378
		Totals:	**$0**	**$0**	**$0**	**$4,171**	**$4,171**	**$4,171**

Last Revised: 24-00 - Submitted

Total Programmed: $4,171

TIP ID CP-12428 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts

Project Title
FY 15/16 ARS Installation Priority Project No 2

Project Description
Install ARS devices at various locations throughout the City.

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Various locations	2025	General Fund	$0	$0	$0	$9,702	$9,702	$9,702
Project Notes								
		Totals:	**$0**	**$0**	**$0**	**$9,702**	**$9,702**	**$9,702**

Last Revised: 24-00 - Submitted

Total Programmed: $9,702

TIP ID CP-12430 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts

Project Title
FY 16/17 ARS Installation Priority Project No 3

Project Description
Install ARS devices at various locations throughout the City.

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Various locations city-wide	2025	General Fund	$0	$0	$0	$3,832	$3,832	$3,832
Project Notes								
		Totals:	**$0**	**$0**	**$0**	**$3,832**	**$3,832**	**$3,832**

Last Revised: 24-00 - Submitted

Total Programmed: $3,832

TIP ID CP-12434 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Other
Type of Work Description: Other - Other

Project Title
Irrigation Upgrades / Water Conservation
Project Description
Irrigation Upgrades / Water Conservation

Limits
Various Locations

Project Notes
Irrigation Upgrades / Water Conservation

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Measure M2 Local Fairshare	$0	$0	$100,000	$0	$100,000	$103,000
2026	Measure M2 Local Fairshare	$0	$0	$100,000	$0	$100,000	$106,090
2027	Measure M2 Local Fairshare	$0	$0	$100,000	$0	$100,000	$109,273
2028	Measure M2 Local Fairshare	$0	$0	$100,000	$0	$100,000	$112,551
2029	Measure M2 Local Fairshare	$0	$0	$100,000	$0	$100,000	$115,927
2030	Measure M2 Local Fairshare	$0	$0	$100,000	$0	$100,000	$119,405
2031	Measure M2 Local Fairshare	$0	$0	$100,000	$0	$100,000	$122,987
Totals:		**$0**	**$0**	**$700,000**	**$0**	**$700,000**	**$789,233**

Last Revised: 24-00 - Submitted **Total Programmed:** $700,000

TIP ID CP-12436 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Aesthetics
Type of Work Description: Aesthetics - Landscaping of roadway

Project Title
Landscape Improvements Along Frontage Roads
Project Description
Landscape Improvements Along Frontage Roads

Limits
Various locations

Project Notes
Landscape Improvements Along Frontage Roads

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2027	Gas Tax	$0	$0	$270,000	$0	$270,000	$295,036
2030	Gas Tax	$0	$0	$270,000	$0	$270,000	$322,394
Totals:		**$0**	**$0**	**$540,000**	**$0**	**$540,000**	**$617,430**

Last Revised: 24-00 - Submitted **Total Programmed:** $540,000

TIP ID CP-12413 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Rehabilitation of roadway

Project Title
Orange Avenue Resurfacing
Project Description
Rehabilitation of Orange Ave. from Denni St. to Moody St.

Limits
Orange Ave.- Denni St. to Moody St.

Project Notes
Other- OCATA Pavement Management Relief Fund

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2026	State	$0	$0	$200,000	$0	$200,000	$212,180
2026	Measure M2 Local Fairshare	$0	$0	$700,000	$0	$700,000	$742,630
Totals:		**$0**	**$0**	**$900,000**	**$0**	**$900,000**	**$954,810**

Last Revised: 24-00 - Submitted **Total Programmed:** $900,000

TIP ID CP-12415 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Slurry seal of roadway

Project Title
Residential Street Resurfacing
Project Description
Streets selected will be based on visual inspection and the City's Pavement Management Program (PMP)

Limits
Rehabilitation of City residential street per the City's PMP

Project Notes
Other- Local infrastructure reserve

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Other	$0	$0	$150,000	$0	$150,000	$154,500
2025	Gas Tax	$0	$0	$550,000	$0	$550,000	$566,500
2025	General Fund	$0	$0	$1,350,000	$0	$1,350,000	$1,390,500
2026	General Fund	$0	$0	$800,000	$0	$800,000	$848,720
2026	Other	$0	$0	$700,000	$0	$700,000	$742,630
2026	Gas Tax	$0	$0	$400,000	$0	$400,000	$424,360
2027	General Fund	$0	$0	$800,000	$0	$800,000	$874,182
2027	Gas Tax	$0	$0	$800,000	$0	$800,000	$874,182
2027	Other	$0	$0	$700,000	$0	$700,000	$764,909
2028	Gas Tax	$0	$0	$400,000	$0	$400,000	$450,204
2028	Other	$0	$0	$700,000	$0	$700,000	$787,856
2028	General Fund	$0	$0	$800,000	$0	$800,000	$900,407
2029	Gas Tax	$0	$0	$400,000	$0	$400,000	$463,710
2029	Other	$0	$0	$700,000	$0	$700,000	$811,492
2029	General Fund	$0	$0	$800,000	$0	$800,000	$927,419
2030	General Fund	$0	$0	$800,000	$0	$800,000	$955,242
2030	Gas Tax	$0	$0	$450,000	$0	$450,000	$537,324
2030	Other	$0	$0	$700,000	$0	$700,000	$835,837
2031	General Fund	$0	$0	$800,000	$0	$800,000	$983,899
2031	Other	$0	$0	$700,000	$0	$700,000	$860,912
2031	Gas Tax	$0	$0	$650,000	$0	$650,000	$799,418
Totals:		**$0**	**$0**	**$14,150,000**	**$0**	**$14,150,000**	**$15,954,203**

Last Revised: 24-00 - Submitted

Total Programmed: $14,150,000

TIP ID CP-12424 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Aesthetics
Type of Work Description: Aesthetics - Landscaping of roadway

Project Title
Sorrento Landscaping Pilot Project
Project Description
Improve planting material, modify irrigation, soil amend, and other items of work.

Limits
West side Moody St., from Ball Rd. to Orange Ave.

Project Notes
Other- Local Infrastructure Reserve Funds

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Other	$0	$0	$20,000	$0	$20,000	$20,600
Totals:		**$0**	**$0**	**$20,000**	**$0**	**$20,000**	**$20,600**

Last Revised: 24-00 - Submitted

Total Programmed: $20,000

TIP ID CP-12423 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Aesthetics
Type of Work Description: Aesthetics - Landscaping of roadway

Project Title
Street tree planting
Project Description
Street tree planting

Limits
Various locations

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Gas Tax	$0	$0	$100,000	$0	$100,000	$103,000
2026	Gas Tax	$0	$0	$100,000	$0	$100,000	$106,090
2027	Gas Tax	$0	$0	$100,000	$0	$100,000	$109,273
2028	Gas Tax	$0	$0	$100,000	$0	$100,000	$112,551
2029	Gas Tax	$0	$0	$100,000	$0	$100,000	$115,927
2030	Gas Tax	$0	$0	$100,000	$0	$100,000	$119,405
2031	Gas Tax	$0	$0	$100,000	$0	$100,000	$122,987
Totals:		**$0**	**$0**	**$700,000**	**$0**	**$700,000**	**$789,233**

Last Revised: 24-00 - Submitted

Total Programmed: $700,000

TIP ID CP-12420 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment

Project Title
Traffic Signal / Striping Improvements at various locations
Project Description
Traffic Signal / Striping Improvements at various locations

Limits
Various Locations

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Measure M2 Local Fairshare	$0	$0	$125,000	$0	$125,000	$128,750
2026	Measure M2 Local Fairshare	$0	$0	$125,000	$0	$125,000	$132,612
2027	Measure M2 Local Fairshare	$0	$0	$125,000	$0	$125,000	$136,591
2028	Measure M2 Local Fairshare	$0	$0	$125,000	$0	$125,000	$140,689
2029	Measure M2 Local Fairshare	$0	$0	$125,000	$0	$125,000	$144,909
2030	Measure M2 Local Fairshare	$0	$0	$125,000	$0	$125,000	$149,257
2031	Measure M2 Local Fairshare	$0	$0	$125,000	$0	$125,000	$153,734
Totals:		**$0**	**$0**	**$875,000**	**$0**	**$875,000**	**$986,542**

Last Revised: 24-00 - Submitted

Total Programmed: $875,000

TIP ID CP-12418 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Coordinate signals within project limits

Project Title
Traffic Signal Timing
Project Description
Upgrade and/or adjust traffic signal timing

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
City-wide	2025	Other	$0	$0	$0	$75,000	$75,000	$75,000
Project Notes	2030	Other	$0	$0	$0	$250,000	$250,000	$250,000
Other- Local Street Lighting Fund								
		Totals:	**$0**	**$0**	**$0**	**$325,000**	**$325,000**	**$325,000**

Last Revised: 24-00 - Submitted **Total Programmed:** $325,000

TIP ID CP-12437 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment

Project Title
Upgrade Traffic Monitoring Camera Infrastructure
Project Description
Upgrade Traffic Monitoring Camera Infrastructure

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Various Locations	2025	Measure M2 Local Fairshare	$0	$0	$110,000	$0	$110,000	$113,300
Project Notes	2027	Measure M2 Local Fairshare	$0	$0	$110,000	$0	$110,000	$120,200
Upgrade Traffic Monitoring Camera Infrastructure	2029	Measure M2 Local Fairshare	$0	$0	$110,000	$0	$110,000	$127,520
	2030	Measure M2 Local Fairshare	$0	$0	$110,000	$0	$110,000	$131,346
		Totals:	**$0**	**$0**	**$440,000**	**$0**	**$440,000**	**$492,366**

Last Revised: 24-00 - Submitted **Total Programmed:** $440,000

TIP ID CP-12421 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment

Project Title
Upgrade Traffic System Software and Components
Project Description
Upgrade Traffic System Software and Components

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Various Locations	2025	Other	$0	$0	$1,700,000	$0	$1,700,000	$1,751,000
Project Notes								
Other- Street Lighting Funds								
		Totals:	**$0**	**$0**	**$1,700,000**	**$0**	**$1,700,000**	**$1,751,000**

Last Revised: 24-00 - Submitted **Total Programmed:** $1,700,000

TIP ID CP-12438 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Interconnect traffic signals to improve coordination and communications

Project Title
Upgrade/Provide Smart Adaptive Timing Controls
Project Description
Installation/integration of smart adaptive controls

Limits
Various locations

Project Notes
Other - Local Street Lighting Funds

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2025	Other	$0	$0	$75,000	$0	$75,000	$77,250
2026	Other	$0	$0	$100,000	$0	$100,000	$106,090
2027	Other	$0	$0	$250,000	$0	$250,000	$273,182
2028	Other	$0	$0	$300,000	$0	$300,000	$337,653
2029	Other	$0	$0	$300,000	$0	$300,000	$347,782
2030	Other	$0	$0	$350,000	$0	$350,000	$417,918
2031	Other	$0	$0	$350,000	$0	$350,000	$430,456
Totals:		**$0**	**$0**	**$1,725,000**	**$0**	**$1,725,000**	**$1,990,331**

Last Revised: 24-00 - Submitted

Total Programmed: $1,725,000

TIP ID CP-12439 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Install new traffic signals and equipment

Project Title
Vehicle Pre-Emption Device (Pandemic Recovery)
Project Description
Vehicle Pre-Emption Device (Pandemic Recovery)

Limits
Various Locations

Project Notes
Vehicle Pre-Emption Device (Pandemic Recovery)

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2026	General Fund	$0	$0	$100,000	$0	$100,000	$106,090
2027	General Fund	$0	$0	$400,000	$0	$400,000	$437,091
Totals:		**$0**	**$0**	**$500,000**	**$0**	**$500,000**	**$543,181**

Last Revised: 24-00 - Submitted

Total Programmed: $500,000

Maintenance of Effort (MOE)

OCTA | OCGO
Local Tax Dollars at Work

APPENDIX I

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of Cypress

Type of GENERAL FUND Transportation Expenditures:

Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Program 7212 Street Maintenance	$ 71,709
Program 7213 Street Cleaning	$ 295,006
Program 7214 Traffic Safety	$ 118,228
Program 7216 Tree Maintenance	$ 464,231
Program 7217 Parkway Maintenance	$ 805,437
Program 70281 Storm Drain Maintenance	$ 30,708
Program 7238 Sidewalk Repair	$ 115,625
Subtotal Maintenance	**$ 1,900,944**

CONSTRUCTION	Total Expenditure
Program 8011 Residential Street	$ 2,050,000
Program 8051 Sidewalk Construction	$ 550,000
Program 8055 Median Landscaping Improvements	$ 20,000
Subtotal Construction	**$ 2,620,000**

INDIRECT/OTHER	Total Expenditure
Indirect Charges (Programs 70211,7212,7213,7214,7216,7217,70281)	$ 1,389,333
Subtotal Indirect/Other	**$ 1,389,333**
Total General Fund Transportation Expenditures	$ 5,910,277
(Less Total MOE Exclusions[1])	$ 1,597,862
MOE Expenditures	$ 4,312,415
MOE Benchmark Requirement[2]	$ 3,607,878
(Shortfall)/Surplus	$ 704,537

Certification:

I hereby certify that:

☑ The City/County of Cypress is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility purposes and;

☑ The City/County of Cypress's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;

☑ The City/County of Cypress certifies that the budgeted MOE expenditures meet or exceed the fiscal year (FY) 2023-24 MOE benchmark requirement[3].

Finance Director Signature	Matt Burton Finance Director (Print Name)	6/11/2024 Date

[1] Funding sources include Measure M, federal, state, redevelopment, and bond financing.

[2] Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Approve Contract Services Agreement and Task Order for On-Call Construction Management and Inspection Services**

RECOMMENDATION

1. Approve contract services agreement for on-call construction management and inspection services with FCG Consultants, Inc., and

2. Approve a Task Order to FCG Consultants, Inc. for an amount not to exceed $100,000 to perform public works construction management and inspection services for the period of July 1, 2024 through June 30, 2025.

DISCUSSION

On-Call Contract

On-call contracts provide the City with the knowledge and flexibility to implement and deliver projects as necessary. The City currently has on-call contracts for several areas of expertise including sewer, storm drain, landscape architecture, traffic engineering, architectural design and environmental services.

In June 2022, the City Council approved on-call contracts for construction management and inspection services with AKM Consulting Engineers and Ardurra Inc. Due to recent turnover and a current shortage of available qualified staff from the existing on-call consultants, Public Works is seeking an additional firm to help fulfill the needs of the department.

In April, Public Works issued a Request for Qualifications (RFQ) for construction management and inspection services to 17 consultants and received responses from five firms. Based on the reviews of the Statement of Qualifications, FCG Consultants was ranked as the most qualified firm using a qualifications-based procedure. Public Works recommends awarding an on-call contract to supplement the two existing firms and maintain three on-call consultants until the end of the contract terms.

FCG Consultants is highly recommended by other public agencies throughout Southern California, and has provided similar services for the Orange County Transportation Authority,

Caltrans, and the cities of Anaheim, Irvine, and Lake Forest.

To align with the other on-call contracts, the term of this contract is for an initial two years with an option for a one-year extension. Prior to starting any new service for a particular project, the firms will provide a scope of work, project schedule, and fee proposal for review and approval. For projects beyond the approval authority of the City Manager, a task order will be brought forward to the City Council for consideration and approval.

FY 2024-25 Task Order
The task order for FY 2024-25 will ensure Public Works adequately manages and inspects various construction activities during the fiscal year. The need for approximately 54 inspection hours is forecast per month for minor development projects and work related to encroachment permits such as checking traffic control, inspecting utility projects, and other miscellaneous work within the public street right-of-way. It is anticipated FCG will be the exclusive provider of these services during the upcoming year.

BUDGET IMPACT

The approval of any work associated with the on-call contract requires that sufficient amounts are available in the budget. For FY 2024-25, sufficient amounts are budgeted in the General Fund for the construction permit inspection services included in the recommended task order.

The City Council would need to approve amendments to the task order to authorize expenditures beyond $100,000 if the volume of construction management and inspection services exceeds anticipated levels in the fiscal year. All costs associated with these contract services are fully reimbursed to the City through the receipt of inspection and permit fee revenue collected for right-of-way construction activities.

LEGAL REVIEW

The City Attorney has reviewed and approved the contract as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract Agreement
Task Order

AGREEMENT FOR CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/TESTING & INSPECTION SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND FCG CONSULTANTS, INC.

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 FCG CONSULTANTS, INC. a California Corporation ("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 CONTRACTOR

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 Fifteen percent (15%) 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 (see Exhibit "C") Dollars (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the 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:

(Name) (Title)

(Name) (Title)

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Public Works 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

CONTRACTOR:

_____

_____

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.

EXHIBIT "A"
SCOPE OF SERVICES

1. Contractor shall provide Professional Construction Management/Engineering Support/Testing and Inspection Services on an On-Call Task Order Not-to-Exceed basis, to the City of Cypress, including, but not limited to, the following specific services:

    a. Construction Management – Construction management services required include, but shall not be limited to, the following: construction management, contract administration, pre-construction meetings, utility coordination, monitoring of construction schedules, shop drawing review, submittal review, public notification, public complaint resolution, traffic coordination, coordination with other City departments, other agency coordination, interpretation of PSE, quality assurance and quality control, analysis of changed conditions, development of corrective actions, negotiation of change orders, and other related services.

    b. Engineering Support – Engineering support services required include, but shall not be limited to, the following: architectural, engineering, surveying, estimating, constructability review, value engineering, computer-aided drafting, GIS support, pavement management support, engineering staffing support, permit assistance, federal, state and local grant applications preparation and administration, labor compliance services, database administration, review of "as-built" drawings, and other related services.

    c. Testing and Inspection – Testing and inspection services include, but shall not be limited to, the following: construction inspection, quality assurance/quality control, GPS enabled site photography, field visits, pre-construction job walks, emergency and night inspections, material and laboratory testing, structural calculations geotechnical investigations, potholing, exploratory investigations, underground utility research, and other related services.

2. General Requirements for Scope of Services:

    a. Letter of Authority – Prior to the issuance of any task orders under this Contract, Contractor shall submit a written letter identifying the key personnel authorized to initiate and submit proposals on the Contractor's behalf.

    b. Task Orders – Prior to starting any work, Contractor shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and overall project estimate, to the Contract Officer for approval. Task Order shall include all rates and costs for any sub-contractor performing any work related to the subject Task Order. No work shall begin until written approval from the Engineering Division has been received. Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Contractor.

    c. Invoices – The Contractor shall submit invoice monthly and in no case shall invoice be submitted more than once per month. A copy of the accounts payable schedule

is available from the Contract Officer. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, and percentage of dollars spent. The Contractor shall prepare invoices that show costs against each major milestone task.

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

d. Computer Files - At the conclusion of each Task Order, or mutually agreed milestones, the Contractor shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Contractor shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings: Autocad. All final plans and digital files shall be submitted on a flash-based memory device or cloud base services.

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

   The Contractor agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

e. Web-based Database – In addition to Contractor's standard construction reporting procedures, Contractor shall utilize an online, web-based construction management platform, such as Procore or an approved equal, for all aspects of construction and project management, including but not limited to, preconstruction activities, project management, resource management, and financial management. Contractor shall submit copies of inspection daily reports on a daily basis. Inspection daily reports shall be submitted by 7:00 am the following calendar day. Additionally, Contractor shall track labor hours on a daily basis on this platform. Furthermore, daily photos of construction activities shall be uploaded on a daily basis by the Contractor to the platform.

f. Contractor's Progress Invoice – The Contractor shall have quantity sheets which summarize the quantity, location, date, time, and quantity of each bid item installed

and subsequently submitted for payment. Quantity sheets shall be checked against daily inspection reports for correctness. Separate quantity sheets shall be created for change order work. These quantity sheets shall be in addition to the measured field quantities record agreed upon in the field. Contractor is responsible for checking the progress invoice against the quantity sheets, daily reports, and measured field quantities records. Additionally, Contractor shall request prevailing wage reports from the construction contractor when the work is subject to prevailing wages. Contractor is responsible for checking each progress payment and ensuring compliance with current laws and regulations regarding prevailing wages. Prior to forwarding construction contractor's invoices to the City, Contractor shall have the progress payment signed and dated certifying that he has checked the progress invoice for completeness and correctness and that the aforementioned tasks described herein this item have been completed.

g. Resident Engineer/Assistant Resident Engineers – Resident Engineers shall be licensed, registered Civil engineers within the State of California. Assistant Registered Engineers need not be licensed, registered Civil engineers, however all work completed by Assistant Resident Engineers need to be reviewed and acknowledged as being completed under the responsibility and supervision of the Resident Engineer, who shall initial and date each work product of the Assistant Resident Engineer. Additionally, prior to the commencement of work for each task order a letter of responsibility shall be submitted to the City stating that the Assistant Resident Engineer will be performing work under the responsibility and supervision of the Resident Engineer.

h. Key Personnel – The Contractor shall not reassign any personnel mentioned in the RFQ/Interview process unless under extraordinary circumstances. The Contractor shall secure prior written approval from the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

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

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

i. Safety and Identification – All Contractor personnel are required to wear ANSI

Class 2 or ANSI Class 3 Safety Vests at ALL times. Vests shall be high visibility lime-green with reflective stripes and shall have an identifying logo and print on the back of the vest. When working in areas where there is a potential for injury to the head from falling objects, Contractor personnel shall wear Class A hard hats in accordance with ANSI Z89.1, which shall have an identifying logo and print on the front of the hard hat. Full-size proofs of the identifying logos and print shall be submitted to the City for approval.

j. Vehicle Identification – All Contractor personnel vehicles shall have a magnetic decal for automobiles posted on both sides of the automobile. The decal shall have the City of Cypress Public Works Logo, along with the words "Public Works Inspector", printed on the decal. A proof shall be submitted to the City for approval prior to the production of the decal.

k. Unauthorized Work – Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Contractor. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

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

m. Contractor's Interaction with the Media and the Public – The Contractor shall refer all inquiries from the news media to the City. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the Contract Officer what action was taken to alleviate the situation.

n. Sub-Contractors – The City reserves the right of prior approval of all sub-Contractors and retains the right to request the Contractor to terminate any sub-

Contractor, for any reason deemed appropriate by the City, by so notifying the Contractor in writing. Should said notification be submitted to the Contractor, it shall terminate said sub-Contractor immediately.

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

o. Direct Expenses – It is expected that the Contractor has extensive knowledge and experience performing this type of work. The Contractor shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as insurance, construction management software, copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Contractor's hourly rates. Therefore, the Contractor shall receive no additional compensation beyond that which is detailed in their budget. Mileage charges shown in the Hourly Rates shall refer to only non-commuter travel.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, 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."

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

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in a particular Task Order, as defined in Exhibit "A," or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the 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 ("Task Order Contingency"); or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by 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. **DELETE** subsection 2.1 and **REPLACE** with the following:

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

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

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

At the expiration of the term of this Agreement, if the City requires additional time for the Services to be performed, as confirmed by City to Contractor in writing, this Agreement shall be extended on a month-to-month basis. In such instance, in the absence of a written communication from City to Contractor to the contrary, the term of this Agreement shall be subject to termination upon thirty (30) days prior notice by either party. Such month-to-month extension shall not be deemed a renewal of the full term or an extension for any further term. City shall pay Contractor the applicable monthly Compensation or the pro-rata Compensation amount, and the month-to-month term shall be subject to every other term, covenant and condition in this Agreement that is consistent with and not contrary to a month-to-month term."

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

"INSURANCE, INDEMNIFICATION, AND BONDS"

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

"Professional Liability. Professional liability insurance in the amount not less than 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."

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

"Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".

II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer and/or the Director of Finance.

III. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

IV. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.

V. Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer, on an annual basis.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

City of Cypress On-Call Construction Management / Engineering Support / Testing and Inspection Services

Job Title/Classification	Hourly Rate	Effective dates of hourly rate
Project Manager*	$ 229.68 $ 234.27 $ 238.96	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Construction Manager / Resident Engineer*	$ 229.68 $ 234.27 $ 238.96	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Structures Representative*	$ 229.68 $ 234.27 $ 238.96	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Roadway Inspector*	$ 149.29 $ 152.28 $ 155.32	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Structures Inspector*	$ 149.29 $ 152.28 $ 155.32	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Facilities Inspector*	$ 149.29 $ 152.28 $ 155.32	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Permit Inspector*	$ 149.29 $ 152.28 $ 155.32	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Electrical Inspector*	$ 149.29 $ 152.28 $ 155.32	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
SWPPP Inspector*	$ 149.29 $ 152.28 $ 155.32	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Mechanical Inspector*	$ 149.29 $ 152.28 $ 155.32	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Public Outreach	$ 103.36 $ 105.42 $ 107.53	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Office Engineer	$ 103.36 $ 105.42 $ 107.53	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027
Scheduler*	$ 165.37 $ 168.68 $ 172.05	7/1/2024 - 6/30/2025 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027

Notes:
Denote all employees subject to prevailing wage with an asterisks (*)

Fees for Subconsultant Services: Billed at actual cost.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. In the case of emergency work, Contractor shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

II. The Contractor shall provide a detailed schedule, in format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.

Task Order

On Call Contract Date	6/24/2024	Contract Approved by Council	Concurrent
Consultant	FCG Consultants, Inc. (FCG)		
Project	Construction Management/Engineering Support/Testing & Inspection Services for FY24-25		

Amount	$100,000	Reimbursable	Yes
Service	Construction Management/Engineering Support/Testing & Inspection Services for FY24-25		
Hourly Rates	Rates as specified in the On-Call Contract.		
Schedule	As needed or assigned by Director.		

Reviewed:	Approved by City Council on:
Director of Public Works	

Notes

1. All Task Orders must be performed within the budgetary limits established by the Task Order.
2. Provide sufficient back up for hours charged, as required by the Director.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: Approve Task Order for Sewer System Management Plan Update and Audit

RECOMMENDATION

Approve a Task Order for the preparation of the Sewer System Management Plan update and audit to AKM Consulting Engineers for $119,184.

DISCUSSION

The Sewer System Management Plan (SSMP) is a comprehensive plan designed to minimize sanitary sewer spills through proper design, construction, maintenance, operation, and management of sewage collection systems. The SSMP was approved by City Council in 2009 and the City is required to complete a self-audit of the SSMP every three years (due February 2025) and a comprehensive update every five years (due August 2025). Failure to have an adequate, up-to-date plan could result in fines from the State.

AKM Consulting Engineers is the on-call consultant for sewer design services and has prepared the audits and updates for the past several years. The City negotiated the scope of work, fee, and project schedule for a task order with AKM, which includes a review of all relevant SSMP data and updates to ensure it complies with State mandates. The attached task order describes the scope, cost, and schedule and will be effective on July 1, 2024.

BUDGET IMPACT

There are sufficient budget amounts in the Sewer Fund for FY 2024-25 to pay for the SSMP update and audit.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Water Resources

Infrastructure

Construction Management

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

May 30, 2024

City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Attention: Mr. Nick Mangkalakiri, City Engineer

Subject: Proposal for Sewer System Management Plan Audit and Update

Dear Mr. Mangkalakiri:

In response to your request, AKM Consulting Engineers is pleased to submit this proposal to conduct the 2024 Sewer System Management Plan Audit for City of Cypress (City) and assist with the 2025 Sewer System Management Plan Update.

AKM is proposing to provide a team of superbly qualified professionals to undertake this assignment. Ms. Diann Pay, P.E. will serve as project manager and be the responsible contract representative to the City. She has provided engineering service on multiple projects over her 28 year career. Supporting staff will include Mr. Jon Nitta, P.E. and Ms. Haly Hererra, P.E.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Should you have any questions or require additional information, please do not hesitate in contacting the undersigned or Mr. Zeki Kayiran.

Sincerely,

AKM Consulting Engineers

Diann Pay

Diann Pay, P.E.
Principal Engineer

Section 1 - Background

The City of Cypress (City) provides sewer service to an area of about 6.7 square miles of residential, commercial, and industrial land. The sewage collected by City's sewer collection system is conveyed to Orange County Sanitation District's (OCSD) trunk sewers: The City of Cypress owns and operates a sewage collection system consisting of:

- 538,700 feet (103.4 miles) of gravity sewers ranging in size from 6 inches to 21 inches
- 742 feet (0.14 miles) of 8-inch force main
- 1 pump station
- 2,344 manholes and cleanouts

Any state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems greater than one (1) mile in length is regulated by the Statewide Sanitary Sewer Systems General Order, which is issued by the State Water Resources Control Board (SWRCB).

On December 6, 2022, the SWRCB adopted WDR Order No. 2022-0103. This WDR Order supersedes the previous WDR Order for sanitary sewer systems. WDR Order No. 2022-0103 will become effective on June 5, 2023. It is stated in WDR Order No. 2022-0103 that all Enrollees shall comply with the requirements of the new order upon its effective date.

The City's 3-Year Audit Period ends 8/2/24. The audit should therefore analyze the City's sewer system program activities from 8/2/21 through 8/2/24. The next audit must be completed and uploaded to the CIWQS website by six months following the end of the required audit period or 2/2/25.

The City's Sewer System Management Plan is required to be updated by 8/2/25.

Sewer System Management Plan & Subsequent Update Due Dates					
System Name	WDID Number	Original Plan Required Due Date	Required Plan Update Due Date	Required Plan Update Due Date	Required Plan Update Due Date*
Cypress City CS	8SSO10552	8/2/2009	8/2/2014	8/2/2019	8/2/2025

Audit Due Dates								
System Name	WDID Number	Original Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	End of Required 3-Year Audit Period**
Cypress City CS	8SSO10552	8/2/2011	8/2/2013	8/2/2015	8/2/2017	8/2/2019	8/2/2021	8/2/2024

* Per Section 5.5 and Attachment E1, Section 3.11 of the General Order, Plan updates are due within six years after the required due date of the Enrollee's last Plan Update.

** Per Section 5.4 and Attachment E1, Section 3.10 of the General Order, the Audit Report is due within six months after the end of the required 3-year audit period.

Section 2 - Scope of Work for SSMP Audit

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

2-1 Data Collection and Review

With the City's assistance, we will collect and review all documentation related to the Sewer System Management Plan (SSMP) program. Documentation will include:

a. Current SSMP report (*AKM has a copy*)
b. Sewer cleaning information for 8/2/21 through 8/2/24.
    i. Routine cleaning records
    ii. Hotspot cleaning records
c. Records of other sewer system maintenance work, including but not limited to manhole inspections, root control, vermin control, etc. for 8/2/21 through 8/2/24.
d. Sewer lift station operation and maintenance information
e. CCTV inspection information (PACP Exchange database)
f. Pipe rehabilitation and repair information
g. Capital Improvement Program list indicating projects completed, designed, in construction, and/or planned.
h. Sewer Design Standards and Criteria
i. Legal Authority for Sewer System
j. Spill Emergency Response Plan (*AKM has a copy*)
k. Fats, Oil and Grease Control Program information for 8/2/21 through 8/2/24
    i. Food Service Establishment (FSE) inspection history for 8/2/21 through 8/2/24
    ii. Grease Control Device inspection history
l. Sewer spill reports for 8/2/21 through 8/2/24
m. Sewer staff training records for 8/2/21 through 8/2/24 (training topics, dates, sign in sheets, etc)
n. Communication / Educational Materials
o. Previous SSMP Audit Information (*AKM has a copies)*

2-2 Interview City Staff

We will interview City staff to discuss problems or concerns regarding the sewer system and staff recommendations for improvements to the SSMP. We will make sure to document what changes, if any, to the SSMP program have been made in recent years. The City will be asked to comment on what recommendations from the previous audit have been addressed since it was completed, if any.

2-3 Data Analysis and Report Preparation

We will review all data collected to evaluate each element of the SSMP document and evaluate whether or not the City's sewer system management program is in compliance with the current Waste Discharge Requirements (WQ 2022-0103-DWQ) which became effective June 5, 2023 . We evaluate whether or not City's goals are being met and identify if there are any areas of the program that can be improved.

We will prepare an audit report that will describe the evaluation of each element, verify compliance with the adopted SSMP, and provide recommendations for changes where necessary. The evaluations will be based on the effectiveness of each element in reducing the number of public spills. We will submit a draft report for the City's review, and incorporate comments into a final audit document. The SSMP audit will be submitted to the City for review and approval with enough lead time to submit it to the State Water Resources Control Board (SWRCB) by February 2, 2025.

Section 3 – Scope of Work for SSMP Update

Following the completion of the SSMP Audit which will identify what portions of the existing SSMP requires updating, we will work with the City to update its Sewer System Management Plan document so that it is in compliance and/or describes the City's compliance with the State Water Resources Control Board (SWRCB) Order WQ 2022-0103-DWQ (Order), Sanitary Sewer System Waste Discharge Requirements (WDR). We will update the SSMP document but certain recommendations made in the audit will require action by City staff. For example, changes to legal authority or operation and maintenance activity can be described in the document, but it will be up to City staff to ensure implementation and compliance with the Order.

The City will concurrently be completing a Sewer Master Plan update. Some of the scope of work of the Sewer Master Plan will assist in meeting the SSMP Update requirements. In these instances, the SSMP document will be updated to refer to the Sewer Master Plan work to describe how the requirements of the Order are met by the City. The scope of work for the SSMP Update will include the following:

3-1 Goals and Introduction

We will work with the City to review and update goals that can be utilized as measures of a successful sewer system and program. We will also include the required narrative introduction section that discusses:

1. Regulatory Context
2. Sewer System Management Plan Update Schedule
3. Sewer System Asset Overview

3-2 Organization

We will work with City staff to update the SSMP organization chart and table. Responsibilities and chain of communication will be confirmed. Chain of communication information from the 2023 SERP will be reviewed and incorporated into the SSMP document as needed.

3-3 Legal Authority

We will update the Legal Authority section as needed per the SSMP audit findings and discussions with City staff. If changes to actual legal authority documents (i.e. municipal code or ordinances) are needed, the City staff will have to work to make necessary changes and get them approved.

3-4 Operation and Maintenance Plan

We will update the Operation and Maintenance Program section as needed per the SSMP audit findings and discussions with City staff. Descriptions of the following will be expanded on:

1. Map of Sanitary Sewer System - The sewer system map and stormwater map will be updated with latest information.

2. Preventive Operation and Maintenance – We will confirm operation and maintenance activities with City staff.
3. Training – We will confirm training activities with City staff.
4. Equipment Inventory – We will work with the City to provide a list of major sewer system equipment inventory

3-5 Design and Performance Provisions

We will update the Design and Performance Provisions section as needed per the SSMP audit findings and discussions with City staff. It is not expected that the City's current design drawings or criteria documents will need a lot of modifications as the City recently reviewed and updated the sewer criteria document as well as the sewer standard drawings. We will update the Design and Performance Provisions section and appendices of the SSMP as needed to refer to the current documents.

3-6 Spill Emergency Response Plan

The City updated its Spill Emergency Response Plan in June 2023 prior to the SWRCB deadline. It is not expected that this plan will need any modification. We will review the updated SERP and then update the Overflow Emergency Response Plan section of the SSMP document accordingly. The plan will be referred to as the Spill Emergency Response Plan in the updated SSMP document.

3-7 Sewage Pipe Blockage Control Program

We will update the current FOG Source Control Program section as needed per the SSMP audit findings and discussions with City staff. The program will be referred to as the Sewer Pipe Blockage Control Program in the updated SSMP document.

3-8 System Evaluation, Capacity Assurance, and Capital Improvements

This section of the SSMP document will be updated to include a description of procedures and activities for:

1. System Evaluation and Condition Assessment

   We will update the capacity assessment information with data from the updated sewer hydraulic model and capacity analysis completed for the Sewer Master Plan.

   We will describe the past CCTV inspection work and the schedule planned for future CCTV inspections. Per the new Order, the City will develop a procedure for prioritizing condition assessments of sewer pipes that considers the following:

   a. Areas with high level of environmental consequence
   b. Areas in vicinity of surface waters
   c. Areas with steep terrain
   d. Areas with high groundwater
   e. Environmentally sensitive areas
   f. Areas in vicinity of water with bacterial-related impairment
   g. Areas vulnerable to direct and indirect impacts of climate change (sea level rise, flooding, erosion)

The system evaluation and condition assessment will be completed as a part of the City's Sewer Master Plan update. We will describe the developed procedure and results in the SSMP document.

2. Capacity Assessment and Design Criteria

   The performance evaluation criteria and hydraulic analysis results developed for the Sewer Master Plan update will be included in the SSMP report. The wet weather analysis and/or infiltration and inflow assessment will be added in or referred to in the SSMP report as required by the new Order.

3. Prioritization of Corrective Actions

   A prioritization procedure for the City to follow in planning corrective actions, which must consider the severity of the consequence of potential spills, will be developed for the Sewer Master Plan update. The procedure will be described in the SSMP report.

4. Capital Improvement Plan

   With the assistance of City staff, we will update the description of the sewer capital improvement projects. This must include project schedules, completion dates, and funding sources.

   We will include a description of coordination between operation and maintenance staff, engineering staff, and consultants during planning, design, and construction of capital improvement projects; and interagency coordination with other impacted utility agencies.

Due to the fact that flow monitoring data is going to be collected through March of 2025 in an attempt to capture wet weather flow data, it is possible that the hydraulic model and analysis will not be completed in time for the City to report on the results in the SSMP document. If this happens, we will report on the status of the hydraulic model and analysis and describe the City's timeline to complete the work. We will refer to the Sewer Master Plan project and contract as proof of the City's full intention to comply with the Order.

3-9 Monitoring, Measurement and Program Modifications

We will update the Monitoring, Measurement and Program Modifications section to describe how the City will accomplish the following:

1. Maintain relevant information, including audit findings, to establish and prioritize appropriate SSMP activities
2. Monitor the implementation and measure the effectiveness of each SSMP activity
3. Assess the success of the preventive operation and maintenance activities
4. Update SSMP procedures and activities based on results of monitoring and performance evaluations
5. Identify and illustrate spill trends, including spill frequency, locations and estimated volumes

3-10 Internal Audits

We will update the Internal Audits section to refer to the completed audit and the schedule for the audits.

3-11 Communication Program

We will update the Communication Program section to describe in more detail how the City communicates with the public and owners/operators of systems that connect to the City's sewer system about spills and the SSMP.

Section 4 - Project Fee and Schedule

The project fee is estimated as shown in Table 1. The SSMP Audit will be completed prior to the required submittal date 2/2/25. The SSMP Update will be completed by the end of June 2025 so the City staff can take it to the City Council for approval prior to the due date 8/2/25.

Table 1
Project Fee

Task	Task Description	Principal/ QA/QC		Project Manager		Senior Engineer		Associate Engineer		Total	
		Hrly Rate:	*$253*	*Hrly Rate:*	*$246*	*Hrly Rate:*	*$215*	*Hrly Rate:*	*$167*		
		Hours	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*
SSMP Audit											
1	SSMP Audit Data Collection and Review	2	$506	8	$1,968	32	$6,880		$0	42	$9,354
2	Interview Operations Staff	2	$506	8	$1,968	8	$1,720		$0	18	$4,194
3	Data Analysis and Report Preparation	4	$1,012	40	$9,840	120	$25,800		$0	164	$36,652
	Subtotal	**8**		**56**		**160**		**0**		**Subtotal**	**$50,200**
SSMP Update											
1	Sewer System Management Plan Goal and Introduction	2	$506	8	$1,968	16	$3,440		$0	26	$5,914
2	Organization	2	$506	4	$1,012	8	$2,024		$0	14	$3,542
3	Legal Authority	2	$506	4	$1,012	8	$2,024		$0	14	$3,542
4	Operation and Maintenance Program	4	$1,012	16	$4,048	24	$6,072		$0	44	$11,132
5	Design and Performance Provisions	2	$506	2	$506	4	$1,012		$0	8	$2,024
6	Spill Emergency Response Plan	2	$506	2	$506	4	$1,012		$0	8	$2,024
7	Sewer Pipe Blockage Control Program	4	$1,012	16	$4,048	24	$6,072		$0	44	$11,132
8	System Evaluation, Capacity Assurance, and Capital Improvements	4	$1,012	16	$4,048	32	$8,096		$0	52	$13,156
9	Monitoring, Measurement and Program Modifications	4	$1,012	16	$4,048	32	$8,096		$0	52	$13,156
10	Internal Audits		$0	2	$506	4	$1,012		$0	6	$1,518
11	Communication Program		$0	4	$984	4	$860		$0	8	$1,844
	Subtotal	**26**	**$6,578**	**90**	**$22,686**	**160**	**$39,720**	**$0**		**Subtotal**	**$68,984**
										Grand Total	**$119,184**

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Approve Task Order for City Traffic Engineer Services**

RECOMMENDATION

Approve a Task Order for an amount not to exceed $163,000 to Linscott, Law & Greenspan Engineers (LLG) to provide FY 2024-25 City Traffic Engineer Services.

DISCUSSION

The City Council approved an on-call contract for City Traffic Engineer services with Linscott, Law & Greenspan Engineers (LLG) in July 2020. The on-call contract covers a period of up to five years and task orders are issued annually in conjunction with the budget based on estimated traffic engineering needs for the upcoming year. The LLG team has extensive experience and the consultant assigned to act as Cypress' City Traffic Engineer has been in this assignment since January 2019.

The attached task order to LLG will provide City Traffic Engineer services, advise the Traffic Commission, review capital and private development projects, and perform other tasks as assigned during FY 2024-25. The estimated annual cost of these services is $163,000.

BUDGET IMPACT

Sufficient amounts are budgeted in FY 2024-25 in the General Fund ($123,000) and for various capital projects ($40,000) for the services associated with this task order.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Task Order

Task Order

On Call Contract Date	7/13/2020	Contract Approved by Council	Yes
Consultant	Linscott, Law & Greenspan Engineers (LLG)		
Project	City Traffic Engineering Services		

Amount	$163,000	Reimbursable	No
Service	City Traffic Engineering Services		
Hourly Rates	Rates as specified in the On-Call Contract.		
Schedule	As needed or assigned by Director.		

Reviewed:	Approved by City Council on:
Director of Public Works	

Notes

1. All Task Orders must be performed within the budgetary limits established by the Task Order.
2. Provide sufficient back up for hours charged, as required by the Director.
3. At the new fiscal year, a separate task order will be issued for City Traffic Engineering Services.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Approve Plans and Specifications and Award Contract for Tree Planting, Project 358**

RECOMMENDATION

1. Approve plans and specifications for the FY 2023-24 Tree Planting, Project 358; and

2. Award a contract to Master Landscape & Maintenance, Inc. for $61,309 and authorize a contingency of $9,200.

DISCUSSION

The Seven-Year Capital Improvement Program includes an annual project for tree planting at various locations. The street tree planting project replaces 90 street trees that were removed as part of the annual concrete program, were in declining health, fell due to wind, or are otherwise missing. Replacement trees are 24-inch box size and on the City's approved list.

Public Works recently solicited bids for the FY 2023-24 tree planting project. On June 12, Public Works received two bids for the project with Master Landscape & Maintenance, Inc. as the low bidder. A summary of the relevant project award information is attached. Tree planting is scheduled to start in July and be completed in August.

BUDGET IMPACT

Sufficient amounts are budgeted for the FY 2023-24 tree planting project in the City Capital Projects Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals
Tree Planting Map and Locations

Project Award Information Checklist

Description of Project:
The project scope will include the installation of approximately 90 – 24" box trees of varying species at various locations.

Contract Working Days:	30 working days
CIPlist.com, City Hall, Community Center, and Police Department Publication Days:	May 28, 2024 to June 12, 2024
Notice of Inviting Bids Sent to:	**CIPlist.com, City Hall, Community Center, and Police Department**
Bid Opening Date:	June 12, 2024
No. of Bid Packets Requested:	11

Bidders:	**Amount**
1. Master Landscape & Maintenance, Inc., Westminster, CA	$61,309.00
2. West Coast Arborists, Inc., Anaheim, CA	$88,255.00

Apparent Low Bidder: Master Landscape & Maintenance, Inc., Anaheim, CA - $61,309.00

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

Contractor's License:

		Registration with DIR	
Valid at Time of Award:	Yes	**Contractor:**	Yes
Valid at Time of Bid:	Yes	**Subcontractor:**	N/A

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California and completed the City's Tree Planting Program Fiscal year 2023-2024, Project 358.

Construction Management/Inspection Form: City Staff

PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2023-2024; PROJECT 358

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the Engineering Department no later than: **Wednesday, June 12, 2024, at 11:30 a.m..**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

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

DATED: June 03, 2024

FIRM NAME: Master Landscape & Maintenance, Inc.

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

TELEPHONE: (714) 531 - 0549

SIGNATURE: _____
Bidder

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

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

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

NAME AND SIGNATURE:

Robert Whitecotton, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Robert Whitecotton, Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

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

EXPIRATION DATE: 01/31/2026

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

TREE PLANTING PROGRAM
FISCAL YEAR 2023-2024; PROJECT 358

Date: Wednesday, June 12, 2024, at 11:30 a.m.

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **TREE PLANTING PROGRAM FISCAL YEAR 2023-2024; PROJECT 358**, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) PER LS	$ 5,907.00	$ 5,907.00
2.	1	LS	Traffic Control (Section 7-10) PER LS	$9,484.00	$ 9,484.00
3.	90	EA	Plant 24-inch Box Tree with 150-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty (Section 300, 800 and 801) PER EA	$373.00	$33,570.00
4.	49	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 150-Calendar Day Tree Establishment and Maintenance Period (Section 800 and 801) PER EA	$252.00	$ 12,348.00

TOTAL AMOUNT OF BID: $ 61,309.00

TOTAL AMOUNT OF BID IN WORDS: Sixty-One Thousand, Three Hundred and Nine Dollars

(Please Print Total Amount of Bid in WORDS)

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

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

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

PROPOSAL
CITY OF CYPRESS
TREE PLANTING PROGRAM
FISCAL YEAR 2023-2024; PROJECT 358

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the Engineering Department no later than: **Wednesday, June 12, 2024, at 11:30 a.m..**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

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

DATED: 06/10/24

FIRM NAME: West Coast Arborists, Inc.

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

TELEPHONE: 714-991-1900

SIGNATURE: _____
Bidder Patrick Mahoney, President

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

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

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

NAME AND SIGNATURE:

Patrick Mahoney, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Richard Mahoney, Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

CONTRACTOR'S LICENSE No.: 366764

EXPIRATION DATE: 12/31/24

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

TREE PLANTING PROGRAM
FISCAL YEAR 2023-2024; PROJECT 358

Date: Wednesday, June 12, 2024, at 11:30 a.m.

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **TREE PLANTING PROGRAM FISCAL YEAR 2023-2024; PROJECT 358**, hereby proposes and agrees to furnish all labor, materials, equipment, trees, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4) PER LS	$8,150.00	$8,150.00
2.	1	LS	Traffic Control (Section 7-10) PER LS	$8,150.00	$8,150.00
3.	90	EA	Plant 24-inch Box Tree with 150-Calendar Day Tree Establishment and Maintenance Period with a One (1) Year Warranty (Section 300, 800 and 801) PER EA	$775.00	$69,750.00
4.	49	EA	Install Treegator Original Slow Release Watering Bag and fill with water at minimum every 5-working days during the 150-Calendar Day Tree Establishment and Maintenance Period (Section 800 and 801) PER EA	$45.00	$2,205.00

TOTAL AMOUNT OF BID: $ 88,255.00

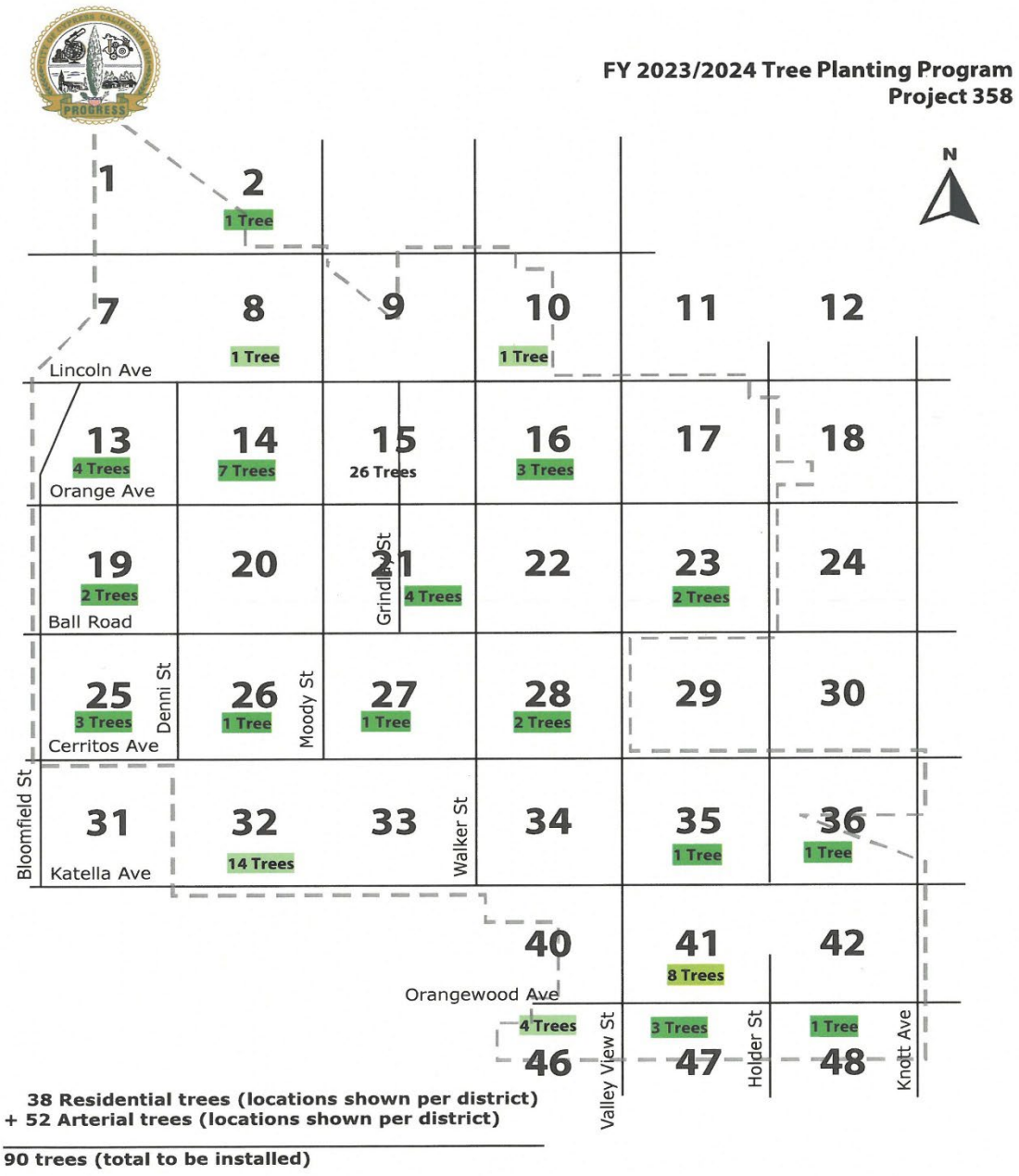
TOTAL AMOUNT OF BID IN WORDS: Eighty-Eight Thousand Two Hundred Fifty-Five Dollars

(Please Print Total Amount of Bid in WORDS)

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

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

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


FY 2023/2024 Tree Planting Program
Project 358
N
1
2
1 Tree
7
8
1 Tree
9
10
1 Tree
11
12
Lincoln Ave
13
4 Trees
Orange Ave
14
7 Trees
15
26 Trees
16
3 Trees
17
18
19
2 Trees
Ball Road
20
21
4 Trees
Grindle St
22
23
2 Trees
24
25
3 Trees
Cerritos Ave
Denni St
26
1 Tree
Moody St
27
1 Tree
28
2 Trees
29
30
Bloomfield St
31
Katella Ave
32
14 Trees
33
Walker St
34
35
1 Tree
36
1 Tree
40
4 Trees
Orangewood Ave
41
8 Trees
3 Trees
42
1 Tree
46
47
48
Valley View St
Holder St
Knott Ave
38 Residential trees (locations shown per district)
+ 52 Arterial trees (locations shown per district)
90 trees (total to be installed)

Residential Trees						
District	**Address**	**Street**	**Quantity of Trees**	**Selection**	**Color**	**Water Bag**
2	8331	Fontainbleau Wy	1	Purple Orchid		
8	8821	Belmont	1	Crape Myrtle	Pink	
10	8641	Cypress Ave	1	Western Redbud		
13	4044	Selkirk Ct	1	Western Redbud		
13	9327	Somerset Ln	1	Crape Myrtle		
13	9407	Somerset Ln	1	Crape Myrtle		
13	4191	Sussex Cr	1	Australian Willow		
14	9135	Gregory St	1	Queen Palm		
14	9142	Julie Beth St	1	TBD		
15	5144	Sequoia	1	Western Redbud		
19	4194	Paseo De Plata	1	Queen Palm		
19	4224	Via Norte	1	Western Redbud		
21	5172	Canterbury	1	Eastern Redbud "Forest Pansy"		
21	5320	Cumberland Dr	2	Purple Orchid		
21	5023	Oxford Dr	1	Queen Palm		
23	6058	James Alan St	1	Queen Palm		
23	9657	Kathleen Dr	1	Crape Myrtle	Pink	
25	10231	Aqueduct Dr.	1	Australian Willow		
25	10427	Santa Clara Dr	1	Eastern Redbud "Forest Pansy"		
25	10446	Santa Marta St.	1	Western Redbud		
26	10272	Julie Beth St	1	Yew Pine		
27	10441	Mohawk	1	Crape Myrtle		
28	5662	Belle Ave	1	Brisbane Box		
28	5452	Cynthia	1	Crape Myrtle	Lavender	
35	6332	Ferne	1	Maidenhair		
36	10502	Ritter	1	Marina Madrone		
41	11472	Anegada St	1	TBD		
41	6382	Cantiles Ave	1	Queen Palm		
41	11344	Jamaica	1	Crape Myrtle	Lavender	
46	5565	Apia Dr	1	Queen Palm		
46	11677	Guam Cr	1	Western Redbud		

46	11606	Java St	1	Yew Pine		
46	11513	Manila	1	Crape Myrtle		
47	11541	Luzon	1	TBD		
47	11687	Onyx	1	Queen Palm		
47	6088	Pitcairn	1	Queen Palm		
48	6691	Reefton Ave	1	Crape Myrtle		

Arterial Trees						
District	**Address**	**Street**	**Quantity of Trees**	**Selection**	**Color**	**Water Bag**
32	Lexington Dr.	Lexington Dr., north of Katella	14	Brisbane Box “Tristania”		14
15	Walker [Both Sides]	Lincoln to Ball Rd	10	Australian Willow		10
14	Orange [Both Sides]	Moody to Bloomfield	5	Crape Myrtle	Any color	
41	Valley View [Both Sides]	At Orangewood	5	Eastern Redbud		5
16	Lincoln	North Side Market Place	3	Crape Myrtle	Any color	5
15	Moody [Center Median]	Lincoln to Cerritos	15	Queen Palm		15

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Approve Contract Services Agreement for HVAC Maintenance and Repair Services**

RECOMMENDATION

Approve a two-year contract to Control Air Enterprises, LLC for Heating, Ventilation, and Air Conditioning (HVAC) maintenance and repair services for $41,951 annually.

DISCUSSION

The City contracts HVAC maintenance and repair services at various City facilities, including City Hall, the Police Department, Community Center, Senior Center, Corporation Yard, and Library. These services include tri-annual inspections of the HVAC units, air filter replacement, and minor repairs that are necessary to keep the units operational. The existing two-year contract with Control Air Enterprises, LLC will expire on June 30, 2024.

In response to an open and competitive bid solicitation process, the City received two bids for HVAC maintenance and repair services. Control Air Enterprises, LLC, the City's HVAC contractor since 2020, is the low bidder and has performed this type of work for other local agencies such as Cerritos, Irvine, and the Los Angeles County Office of Education.

The reccommended contract will have a two-year term beginning July 1, 2024 with an annual cost not to exceed $41,951. The contract authorizes additional labor hours which act as a contingency to cover unanticipated matters. If additional labor and materials are necessary to maintain the system over and above the levels authorized in the contract, a separate bid process would be required.

BUDGET IMPACT

Sufficient funds are available in the FY 2024-25 City Central Services Fund to provide the level of maintenance services authorized in the contract.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposal
Contract Agreement

Project Award Information Checklist

Description of Project:
The project scope provides HVAC maintenance/repair services at City owned facilities.

Project Location: City Hall/Council Chambers, Police Department, Shooting Range, Community Center, Senior Center, and Corporation Yard.

Contract Working Days: Two-year term to begin July 1, 2024

Notice Inviting Bids Sent to: CIPlist.com

Bid Opening Date: May 14, 2024

No. of Bid Packets Requested: 1

	Bidders	**Amount**
1.	Control Air Enterprises, LLC, Anaheim, CA	$41,951
2.	AC Geeks., North Hollywood, CA	$129,291

Apparent Low Bidder: Control Air Enterprises, LLC, Anaheim, CA – $41,951

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

Contractor's License:		**Registration with DIR:**	
Valid at Time of Award:	Yes	**Contractor:**	Yes
Valid at Time of Bid:	Yes	**Sub-Contractor:**	N/A

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California, including Cypress since 2020.

Control Air Enterprises, LLC

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

HVAC MAINTENANCE AND REPAIR SERVICES

Date: **Tuesday May 14, 2024, at 11:00 AM**

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **HVAC MAINTENANCE AND REPAIR SERVICES – , Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK - BASE BID

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS -- HVAC MAINTENANCE/REPAIR SERVICES PER EA	$2,407.00	$7,221.00
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,434.00	$ 4,302.00
3.	3	EA	SHOOTING RANGE -- HVAC MAINTENANCE/REPAIR SERVICES PER EA	$4,346.00	$13,038.00
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$1,977.00	$ 5,931.00
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$942.00	$ 2,826.00
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,202.00	$ 3,606.00
7.	3	EA	LIBRARY – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$315.00	$ 945.00
8.	1	EA	COMMUNITY CENTER,PUBLIC WORKS,SENIOR CENTER ICE MACHINES ANNUAL SERVICE (3 Total Units) PER EA	$ 2,082.00	$ 2,082.00

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
9.	1	LS	SERVICES PER EA	$2,000	$2,000

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID: $ 41,951.00

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID IN WORDS:

Forty-one thousand nine hundred fifty-one Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

AC Geeks HVAC, Inc.

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

HVAC MAINTENANCE AND REPAIR SERVICES

Date: **Tuesday May 14, 2024, at 11:00 AM**

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **HVAC MAINTENANCE AND REPAIR SERVICES – , Maintenance Contract,** hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK - BASE BID

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written In Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS – HVAC MAINTENANCE/REPAIR SERVICES PER EA Five thousand, one hundred ninety	$ 5,190	$ 15,570
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA Fourteen thousand, six hundred fifty	$ 14,650	$ 43,950
3.	3	EA	SHOOTING RANGE – HVAC MAINTENANCE/REPAIR SERVICES PER EA Six thousand, twelve	$ 6,012	$ 18,036
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA Eight thousand, nine hundred	$ 8,900	$ 26,700
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA Two thousand, nine hundred ninety-six	$ 2,996	$ 8,988
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA Two thousand, three hundred fifty-nine	$ 2,359	$ 7,077
7.	3	EA	LIBRARY – HVAC MAINTENANCE/REPAIR SERVICES PER EA One thousand, nine hundred ninety	$ 1,990	$ 5,970
8.	1	EA	COMMUNITY CENTER,PUBLIC WORKS,SENIOR CENTER ICE MACHINES ANNUAL SERVICE (3 Total Units) PER EA One thousand	$ 1,000	$ 1,000

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
9.	1	LS	SERVICES PER EA Two thousand	$2,000	$2,000

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID: $ 127,291

ITEMS 1 – 8, TOTAL ANNUAL AMOUNT OF BID IN WORDS: one hundred twenty-seven thousand, two hundred ninety-one

one hundred twenty-nine thousand, two hundred ninety-one, including ITEM 9 Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

CONTROL AIR ENTERPRISES, LLC

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
CONTROL AIR ENTERPRISES, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1 day of July, 2024 by and between the City of Cypress, a California municipal corporation ("City") and Control Air Enterprises, LLC, a California Corporation ("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 bids 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 bid 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 CONTRACTOR

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 bid 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 all sites 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 Forty-One Thousand Nine Hundred Fifty-One Dollars ($41,951) (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, all work shall be completed within two (2) calendar years of the commencement date given on the Notice to Proceed from the City, 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:

Jason Vorell	Co-Director of Service
(Name)	(Title)
Matt Henderson	Co-Director of Service
(Name)	(Title)
Dillon Gonzalez	Account Executive
(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 Public Works 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] GN
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 that 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 GN

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

CONTRACTOR:
Control Air Enterprises LLC

By:

Name: Greg Rummler
Title: CFO/Secretary

By:

Name: Mike Mulree
Title: Executive Vice President

Address: 5200 E La Palma Avenue
Anaheim, CA 92807

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR

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 6/3/24 before me, Lia L. Macedo, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LIA L. MACEDO
Notary Public - California
Orange County
Commission # 2388839
My Comm. Expires Dec 31, 2025

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 6/4/24 before me, Lia L. Macedo, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LIA L. MACEDO
Notary Public - California
Orange County
Commission # 2388839
My Comm. Expires Dec 31, 2025

Signature _____ (Seal)

OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

1.0 GENERAL

Contractor shall furnish all tools, equipment, apparatus, labor, services and material including taxes to perform all work necessary to perform the maintenance listed under this Scope of Work.

The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If necessary, the Contractor shall replace any personnel assigned to the City whose performance is considered unacceptable by the City, or the standards established per this Scope of Work.

The frequency of maintenance shall be three times annually. All planned maintenance/repair services under this Scope of Work shall be performed during normal working hours.

The City shall provide reasonable means of access to all equipment covered by this Scope of Work. Contractor shall be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s).

2.0 SERVICE AREA

Service will be provided at the following locations:
- City Hall (5275 Orange Avenue)
- Council Chambers (5275 Orange Avenue).
- Police Department (5275 Orange Avenue)
- Police Department, Shooting Range (5275 Orange Avenue)
- Senior Center (9031 Grindlay Street)
- Community Center (5700 Orange Avenue)
- Arnold/Cypress Park Multi-Use Room (8611 Watson Street)
- Corporation Yard (5285 Cypress Street)
- City of Cypress Library (5331 Orange Avenue)

3.0 SCOPE OFWORK

The following shall be considered the minimum amount of maintenance/repair services provided under this contract.

1. All belts and filters will be changed three times annually with the exception of 12 box filters

for the Shooting Range (box HEPA filters shall be 24"x24"x12" in measurement with filtration levels of at least 99.97% at .3 microns) which will be replaced two times annually.

2. **Contractor shall pay for and legally dispose of all filters, including HEPA filters, which are contaminated with lead. Contractor shall provide all Hazardous Waste Transportation and Disposal Manifests shall be submitted to City.**
3. Contractor shall open a maintenance account with Siemens Controls, Seasons 4 and Performance Automation Solutions to provide automation, technical support and service to all units and the Corporation Yard's main computer. Work performed by Siemens Controls, Seasons 4 and Performance Automation Solutions shall be included in various per EACH unit prices as shown in Bid Item No. 1 through 7 on the Proposal Bid Sheet and no additional payment shall be made by the City thereafter. Refer to Section 3.0.16 "Additional Service – Service Call for Unscheduled Maintenance or Repair" in these Special Provisions for additional information.
4. **The intent of the lump sum amount for Consultant Contingency in the amount of $2,000 will allow the City to utilize your expertise and services beyond that of the services are included in the contract documents. If the City requests your expertise of HVAC related services the contractor shall invoice on an hourly basis utilizing the $2,000 allowance as agreed upon by the City. Use of this $2,000 is not guaranteed, but is considered as a maximum fund allowance should the need arise.**
5. Contractor must respond to service call within thirty (30) minutes, unless authorized by the City at the time of dispatch.

All other services shall be custom tailored to the City's requirement based upon type, run time, age, manufacturer's recommendations service program etc.

3.0.1 TEMPERATURE CONTROL DEVICES

THERMOSTATS AND TEMPERATURE CONTROLLERS

1. Remove cover and remove all foreign particles.
2. Clean thermostat cover.
3. Check set point of control.
4. Check throttling range and reset.
5. Calibrate as necessary.
6. Check all pilot bleed ports.
7. Check general condition.
8. Replace device if defective.
9. Calibrate P.D. office pneumatic thermostats for proper operation.

CONTROL VALVES

1. Clean stems.
2. Check packing for leaks.
3. Lubricate packing as required; replace if required.
4. Check for proper seating; replace if required.

5. Check for proper shut-off.
6. Check operator diaphragm (pneumatic).
7. Check general conditions/operations.

RELAYS

1. Energize relay to ensure operation.
2. Inspect contacts and clean if required.
3. Replace if necessary.

AIR COMPRESSOR

1. Change the crankcase oil.
2. Oil the compressor motors.
3. Lubricate packing as required, replace as required.
4. Check for moisture, oil, or dirt in the lines.
5. Clean the intake air filter, felt, and screen types.
6. Check the compressor belt.
7. Check the pressure relief valve.
8. Replace cartridge-type, intake-air filter.
9. Replace oil at manufacturer's recommendations.

DAMPERS

1. Lubricate dampers.
2. Check for proper travel and close off; adjust as required.
3. Tighten linkage and ball joints.
4. Check operation bellows.

3.0.2 REFRIGERATION COMPRESSOR

1. Check oil level and condition of oil.
2. Check for oil leaks.
3. Check refrigerant charge condition through sight glass.
4. Check condition and alignment of compressor drive.
5. Check for unusual noise and vibration.
6. Check refrigeration compressor and refrigeration piping for leaks.
7. Check operation of safety and capacity controls for proper operation, including high and low pressure cut-outs.
8. Check compressor mounting.
9. Check condition of refrigerant insulation.
10. Lubricate per manufacturer's instruction.
11. Perform annual inspection.
12. Perform start-up procedure per manufacturer's recommendation.
13. Perform efficiency test and record results.

3.0.3 EXPANSION VALVE

1. Check all valves for evidence of sticking.
2. Check expansion valve bulb to see that it has good contact with suction line.
3. Check operation of all solenoid valves.
4. Check the seats of all valves for erosion.

3.0.4 EVAPORATOR

1. Check and chemically clean tubes and/or fins.
2. Check for rust, scale and remove as much as possible.
3. Check and paint if required.

3.0.5 AIR HANDLERS

1. Check blower mounting and tighten if necessary.
2. Check shaft alignment to motor.
3. Check blower pulley for security to shaft.
4. Check blower belt for condition and tension. Adjust or replace.
5. Check blower rotation.
6. Oil or grease blower bearing.
7. Check blower scroll for dirt and clean.
8. Check housing for rust and repair as necessary.
9. Clean coil faces.

3.0.6 ELECTRIC MOTORS AND BELTS, INCLUDING EXHAUST FANS

1. Check motor mounting and tighten if necessary.
2. Check motor pulley for security, alignment, and tighten if necessary.
3. Check bearing wear.
4. Check wiring and conduit (from motor to starter) for condition.
5. Check rotation of motor.
6. Check motor for excessive heat and noise.
7. Check air passages and windings.
8. Check starter and contacts.
9. Oil or grease motor bearings as required.
10. Measure current draw and record.
11. Replace belts as needed.

3.0.7 AIR FILTERS

1. Change filters when the pressure drop across the filters exceeds the recommended allowable pressure drop. The media used for replacement shall be equal to or shall exceed the efficiency rating of the original equipment. These should be pleated filters.

3.0.8 AIR COOLED CONDENSER

1. Check fan for alignment, balance and security to shaft.
2. Check fan for corrosion and wear.
3. Check fan wheel and clean dirt accumulation.
4. Check and tighten fan-mounting bolts.
5. Check condition of dome couplings and belts (semi-annually).
6. Lubricate fan bearings and check for end play, excessive bearing temperature and usual bearing wear.
7. Clean finned coil surfaces.
8. Check coil for damage or leaks.
9. Straighten bent fins.
10. Check pipe clamps for security and vibration.
11. Check frame for damage, rust, and corrosion. Repaint as required.
12. Lubricate motor bearings.
13. Examine motor mount resiliency.
14. Tighten all electrical connections.
15. Inspect motor starter coils and contacts.

3.0.9 BOILERS AND/OR DOMESTIC HOT WATER SUPPLY

1. Check all mountings and fastenings for tightness.
2. Check draft over fire.
3. Check hand holes and manholes for tightness.
4. Check boiler access doors and plates for leakage.
5. Check all control devices for proper operation.
6. Check for adequate air cushion.
7. Check safety relief valve.
8. Check flame safeguard relay for proper sequence.
9. Check flue gas temperature.
10. Check water reading and determine efficiency of boiler.
11. Check boiler jacket insulation for deterioration and repair.
12. Inspect boiler base for signs of rust and repair.
13. Check boiler flue piping to chimney for leaks.
14. Clean and inspect firebox.
15. Reseal inspection plates.
16. Flush rust from water level control and boiler.
17. Check and clean water make-up valve.

3.0.10 CONDENSER WATER PUMPS

1. Check pump head for operation, wear, and capacity.
2. Check mechanical seal or stuffing box for leaks.
3. Check motor and pump mounting – tighten.

4. Check attached piping insulation. Repair if necessary.
5. Check wiring and conduit for condition from motor to starter.
6. Check general condition for rust and repaint if necessary.
7. Inspect all hand valves for expiration and leaks.
8. Check and lubricate motor and pump head bearings.
9. Check motor pump coupling for alignment, condition and security to shaft.

3.0.11 CHILLED WATER PUMPS

1. Check pump for operation, wear and capacity.
2. Check mechanical seal or stuffing box for leaks.
3. Check motor and pump mounting - tighten.
4. Check attached piping insulation. Repair if necessary.
5. Check wiring and conduit for condition from motor to starter.
6. Check general condition for rust and repaint if necessary.
7. Inspect all hand valves for expiration and leaks.
8. Check and lubricate motor and pump head bearings.
9. Check motor pump coupling for alignment, condition, and security to shaft.

3.0.12 COOLING TOWER

1. Drain, flush and refill annually.
2. Remove foreign matter and scale.
3. Check fan rotation.
4. Check all motors and belts.
5. Clean strainers and pumps.
6. Clean economizer water pumps.

3.0.13 WATER TREATMENT

1. Analyze and record boiler and cooling tower water for chemical content.
2. Perform blowdown as necessary.
3. Add required chemicals and perform all maintenance needed for proper operation.

3.0.14 CHEMICALS

1. Contractor shall use chemicals that are biodegradable, which shall not contain cremates or sulphuric acid. Empty and clean any accumulated water in the secondary containment container that's used for the chemical drum.

2. Chemicals: Proper chemicals are required to restrict such typical problems as metal corrosion, scale build-up, and biological fouling. All are directly related to energy conservation and proper management.

3. The chemicals provided must meet OSHA, Environmental Protection Agency, and OEQC

requirements for safety to personnel and the environment.

4. All chemicals supplied must be biodegradable, and all discharged effluents must be non-polluting.

3.0.15 COMPLIANCE WITH LAW

1. **CFC Management**
   Contractor shall provide the necessary tasks and reports required by SCAQMD Rule 1415 and EPA Code Section 608 as they relate to the management and handling of refrigerant.

2. **Water Quality**
   In order to control pollution discharge from the project, this project shall incorporate measures as specified in the City of Cypress National Pollution Discharge Elimination System (NPDES) Local Implementation Plan and County of Orange Drainage Area Management Plan (DAMP) July 2003, and all subsequent revisions. This may include preparation of a Water Quality Management Plan and Stormwater Pollution Prevention Plan for this project. Examples of Best Management Practices (BMPs) and control measures are included in the County of Orange Drainage Area Management Plan and in the California Storm Water Best Management Practice Handbook Construction/Industrial/ Commercial.

   On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all discharges (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

   A copy of this permit and related documents/attachments may be found on the internet at: http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

   The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they related to this project.

   Prior to commencing work, the Contractor shall electronically submit the required PRDs (Permit Registration Documents) to the City. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the City will electronically submit these documents through the Stormwater Multi-Application, Reporting and Tracking System (SMARTS) to the State Water Resources Control Board (SWRCB) to obtain coverage under the CGP. The Contractor is also responsible for payment of initial and annual fees required for coverage under the CGP.

3.0.16 ADDITIONAL SERVICE – SERVICE CALL FOR UNSCHEDULED MAINTENANCE OR REPAIR

Labor for all additional service calls that are necessary shall be included in the per EACH unit prices for each of the bid items set per location as shown in Bid Item No. 1 through 7. Contractor shall include and allow for a total of thirty-five (35) hours of service calls distributed throughout Bid Item No. 1 through 7 per EACH unit prices as shown on the Proposal Bid Sheet. Contractor shall respond within thirty (30) minutes, unless authorized by the City, and be available for on-call service, 24 hours a day, seven days a week and 365 days a year. Materials for additional authorized repairs beyond the scope of work shall be bill separately at the Contractors material cost as authorized by the City.

Labor provided by Siemens Controls, Seasons 4 and Performance Automation Solutions that is associated with automation shall be included in various per EACH unit prices as shown in Bid Item No. 1 through 7 on the Proposal Bid Sheet and no additional payment shall be made by the City thereafter. Labor hours for Siemens Controls, Seasons 4 and Performance Automation Solutions that are associated with automation will be used from the thirty-five (35) hour allocation that is noted above. Contractor shall pay Siemens, Seasons 4 and Performance Automation Solutions their hourly rate and Contractor is advised to contact Siemens, Seasons 4 and Performance Automation Solutions prior to submitting a bid to verify their actual hourly rate for work performed as part of this contract.

Contractor shall indicate usage of the above noted thirty-five (35) hours of service calls on the most current month's invoice as they are used. The current balance, less the amount used, and the remaining amount shall be documented on each current month's invoice. Failure of the contractor to document usage of hours will imply that zero hours were used during the billing cycle. Unused hours at the end of each calendar year shall be deducted from the contractor's final invoice at the rate of $100 per hour for each hour that is unused (i.e. Contractor that does not use 5 hours at the end of the calendar year will reduce the final years invoice by $500). This reduction will occur at the end of the first and second years in the term of the contract.

3.0.17 RESULTS OF INSPECTION

1. HVAC Contractor shall furnish maintenance checklists as completed to the City of Cypress, along with reports as needed, listing additional parts which should be replaced and any additional work recommended for proper operation, along with a quote listing costs of parts and labor to accomplish the work.

City of Cypress
Equipment List

Qty	Building / Room	Style
2	City Hall	Packaged water cooled A/C Unit (S1 & S2)
2	City Hall	Split A/C Unit
2	City Hall	Package rooftop A/C Unit

6	City Hall	Rooftop exhaust fans
2	City Hall	Hot water RITE boilers
3	City Hall	Hot water pump (boiler room)
1	Council Chambers	Package rooftop A/C Unit (S4)
1	Council Chambers	Package rooftop A/C Unit
1	Police Department	HP1 & HP2
1	Police Department	Package rooftop A/C Unit
1	Police Department	Walk-in Combo Refrigerator/Freezer
2	Police Department	14 Ton Single Frame Heat Recovery and Heat Pump MV 5 ODU 460V
1	Police Department	Mid Static Ducted - M3 Chassis 48MBh
5	Police Department	Mid Static Ducted - M2 Chassis 36MBh
1	Police Department	Mid Static Ducted - M2 Chassis 28MBh
2	Police Department	24 kBtu Vertical Air Handler, GEN 4
1	Police Department	Ceiling Concealed Mid Static Small Chassis 19.1K Cooling 21.5K Heating
3	Police Department	Ceiling Concealed Mid Static Small Chassis 15.4K Cooling 17.1K Heating
2	Police Department	Ceiling Concealed Mid Static Small Chassis 12.3K Cooling 13.6K Heating
1	Police Department	Ceiling Concealed Mid Static Small Chassis 9.6K Cooling 10.9K Heating
3	Police Department	Ceiling Concealed Mid Static Small Chassis 7.5K Cooling 8.5K Heating
2	Police Department	Multi V 5 Heat Recovery Unit 6 ports
2	Police Department	Multi V 5 Heat Recovery Unit 4 ports
19	Police Department	Simple Wired Remote Controller
1	Police Department	AC Smart 5
10	Police Department	Rooftop Exhaust Fans
1	Shooting Range	Evaporative cooler (EC-1)
1	Shooting Range	Exhaust fan (EF-1)
1	Senior Center	Trane package rooftop A/C Unit
1	Senior Center	Ice Machine Manitowoc KYF0250A-161B
6	Senior Center	Exhaust fans (EF-1 - EF-6)
7	Community Center	Package rooftop A/C Unit
1	Community Center	Exhaust fan
1	Community Center	Ice Machine Manitowoc B400
1	Community Center	Make-up air fan
5	Corporate Yard	Package rooftop A/C Unit
1	Corporate Yard	Ice Machine Ice-O-Matic CIM0520HA
3	Corporate Yard	Wall mount A/C Unit

4	Corporate Yard	Exhaust fans
2	Library	Rooftop Greenheck Exhaust Fan (EF1-EF2)
1	Library	Seasons 4 Multizone Unit

3.0.18 CITY HALL

Maintenance Agreement at City Hall

Contractor shall conduct (3) annual preventative maintenance/inspections on all roof top including S-1 and S-2 units. These units provide both heating and cooling to City Hall. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.

- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Add Pan-Treat condensate tablets to condensate drain lines.
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time per year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.
- Boiler tune up and maintenance to be performed prior to winter months.
- Check Boiler LWCO switch prior to winter months.
- Verify Boiler water pressure is within manufacturers specifications prior to winter months.

CITY HALL

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
S-1	50BVC034-E-5-E	2418V81392	20 X 24 X 2	9
S-2	6SJF06-0212	A28603	16 X 20 X 2 16 X 25 X 2	3 6
1	RITE Boiler #1		Visual Inspection	Wipe Down
1	RITE Boiler #2			Wipe Down
1	24BR500MA310	2807E00959	Visual Inspection	1
AC-3	48XPN042	0906G51103	14 X 22 X 1	1
AC-2	48GSN048	4405G21340	15 X 25 X 1	3
AC-1	48GSN036	4405G12427	12 X 24 X 1 12 X 20 X 1	2

3.0.19 COUNCIL CHAMBERS

Maintenance Agreement at Council Chambers

Contractor shall conduct (3) annual preventative maintenance/inspections on one roof top unit. This unit provides both heating and cooling to Council Chambers. Our equipment list is attached to each maintenance quote showing model & serial number with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Add Pan-Treat condensate tablets to condensate drain lines.
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

COUNCIL CHAMBERS

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
S-4	LSWU032	TKFM126400	24 X 20 X 4	6
			20 X 20 X 4	3
1	B3CH048A25B	HDCM030699	14 X 24 X 1	1
			15 X 20 X 1	2

3.20 POLICE DEPARTMENT AND SHOOTING RANGE

Maintenance Agreement at Police Department

Contractor shall conduct (3) annual preventative maintenance/inspections on all units. These units provide both heating and cooling to Police Department. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing. Also included is the exhaust fan and swamp cooler. These units provide cool, filtered air to the shooting range.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Spray nozzles at the water tower.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Belts and the pneumatic controls at compressor.
- Auto blow off valve to the pneumatic controls at compressor.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.
- Water leaks at piping inside the tower pit.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. HEPA filters shall be replaced only (2) times a year. HEPA filters shall be 24"x24"x12" in measurement and shall have filtration levels of at least 99.97% at .3 microns. Only pleated filters shall be used on all equipment.
- **Contractor shall pay for and legally dispose of all filters, including HEPA filters, which are contaminated with lead. Contractor shall provide all Hazardous Waste Transportation and Disposal Manifests shall be submitted to City.**
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.

- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Add Pan-Treat condensate tablets to condensate drain lines.
- Inspection of the condenser coils for any oil residue caused by leaks.

Water Tower Maintenance:

- Maintenance shall occur only after a 48-hour notice to city official.
- The maintenance shall occur at 4:00 a.m. so no units are affected by our preventative maintenance.
- Do a complete tower shut down and re-start when preventative maintenance is complete.
- Check the water fill valve at tower supply for proper operation.
- Adjust the belts at motor.
- Grease the two end bearings of the blower shaft.
- Oil the two center bearings of the blower shaft.
- Grease each recirculation pump.
- Take temperature readings at bearings.
- Check the shut off valve to auto fill to assure valve is working properly.
- Inspect pan strainer and clean when needed.
- Verify water temperature is maintained to the lowest temperature possible during summer months and during heat waves.

Water Tower Chemical Maintenance:

- Furnish and apply water treatment chemicals.
- Maintain water treatment feeders and control equipment.
- Visit monthly and submit a written field report at the time of each service call.
- Inspect system for any new scale formation, organic growths or other visible foul ants and propose corrective procedures as required.

HEPA Filter Hazardous Disposal:

- Transport and dispose of waste inventory.
- Profile waste stream into customer approved facility for acceptance.
- Generate Hazardous Waste Manifest for proper shipment into approved disposal facility.
- Wear all the DOT approved safety uniforms in order to properly remove the contaminated filters.
- **Contractor shall pay for and legally dispose of all filters, including HEPA filters, which are contaminated with lead. Contractor shall provide all Hazardous Waste**

Transportation and Disposal Manifests shall be submitted to City.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

POLICE DEPARTMENT

PDSR-23-23.0-HVAC - VRF UNIT EQUIPMENT/FILTER SCHEDULE								
UNIT No.	Service	MAFG	Model	Filter Size	Filter Size			
				ON UNIT	RA GRILLE	Type	Mafg	Model
VRF-1	Offices	LG	ARNU 153M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-2	Offices	LG	ARNU 153M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-3	Break Rm	LG	ARNU 283M 2A4	9.75" x 24" x .25"	16 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-4	Briefing Rm	LG	ARNU 483M 4A4	13.25" x 24" x .25"	16 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-5	Offices	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-6	Offices	LG	ARNU 073M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-7	Holding Cell	LG	ARNU 073M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-8	Offices	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-9	Offices	LG	ARNU 073M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-10	Interview/Hall	LG	ARNU 093M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-11	Offices	LG	ARNU 153M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-12	Conf Rm	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-13	Office/Hall	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-14	Sally Port	LG	ARNU 123M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-15	Office/Lab	LG	ARNU 123M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-16	Lockers	LG	ARNU 363M 2A4	9.75" x 24" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-17	Evidence	LG	ARNU 183M 1A4	9" x 33.5" x .25"	24 X 24 X 2	Merv 8	Universal	AC Pro #29425
VRF-18	Training	LG	ARNU 243N JA4	16" x 20" x 1"	12 X 12 X 2	Merv 8	Universal	AC Pro #29425
VRF-19	Training	LG	ARNU 243N JA4	16" x 20" x 1"	12 X 12 X 2	Merv 8	Universal	AC Pro #29425

3.0.21 COMMUNITY CENTER

Maintenance Agreement at Community Center

Contractor shall conduct (3) preventative maintenance/inspections on all roof top units. These units provide both heating and cooling to Community Center. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Add Pan-Treat condensate tablets to condensate drain lines.

- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

COMMUNITY CENTER

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
AC-1	48TCDD12A2A5	0219P88901	20 X 20 X 2	4
AC-2	48FCDM16A2A5A30A0	1523P1451	18 X 24 X 2	6
AC-3	48FCDM1GA2A5A30A0	1523P14502	18 X 24 X 2	6
AC-4	48FCDM16A2A5A30A0	1523P!4505	18 X 24 X 2	6
AC-5	48FCDM12A2A5A3A0A0	3023P66669	16 X 20 X 2	4
AC-6	48FCDM12A3A5A3U0A0	3123P66718	16 X 20 X 2	4
AC-7	48FCDM08A3A5A3A0A0	1923P60243	16 X 20 X 2	4
AC-8	48FCDM16A2A5A3A	1523P14500	18 X 24 X 2	6
MAU-1	RDH250	EBGB83Y9N	16 X 16 X 2 16 X 20 X 2	3 3

3.0.22 SENIOR CENTER

Maintenance Agreement at Senior Center

Contractor shall conduct (3) annual preventative maintenance/inspections on one roof top unit. This unit provides both heating and cooling to Senior Center. Our equipment list is attached to each maintenance quote showing model & serial number with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Add Pan-Treat condensate tablets to condensate drain lines.

- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

SENIOR CENTER

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
AC-1	SXHLF554	J922H71791	20 X 25 X 2	20

3.0.23 CORPORATION YARD

Maintenance Agreement at Corporation Yard

Contractor shall conduct (3) annual preventative maintenance/inspections on all roof top units. These units provide both heating and cooling to Corporation Yard. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).
- Add Pan-Treat condensate tablets to condensate drain lines.

- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

CORPORATION YARD

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
AC-I	ZJ048D10PA2210006C	N0M8492484	15 X 20 X 1 14 X 25 X 1	2 1
AC-2	D2NX024N03606NXA	N0B8627497	20 X 20 X 1	1
AC-3	ZJ06D06P2AZZ10005C	N0M8492485	15 X 20 X 1 14 X 25 X 1	2 1
AC-4	ZH090N10N2A2240007B	N0M8490595	16 X 25 X 2	4
AC-5	XP06C00P1A22100	N0M8492468	15 X 20 X 1 14 X 25 X 1	2 1

3.0.24 Library

Maintenance Agreement at Library

Contractor shall conduct (3) annual preventative maintenance/inspections on Season 4 multi-zone split system with a York Condenser and rooftop exhaust fans. This multi-zone commercial split unit system provides both heating and cooling to Library. Our equipment list is attached to each maintenance quote showing model & serial numbers with filter counts and sizing.

Preventative Maintenance as follows:

Visual inspections:

- All motor mounts.
- Belts and sheaves.
- Electrical connections and contactors.
- Bearings.
- Seals and packings.
- Filter racks and stabilizers.
- Indoor and outdoor coils.
- Condensation drain line and pans.
- Vent pipe assemblies.
- Igniters and flame sensors.
- Indoor blowers.
- Outdoor condenser fan blades.
- Circuit/control boards at both indoor and outdoor units where occur.
- Inspection of outer cabinets to package units for any signs of corrosion or deficiencies.
- Condenser fan motor and blades.

On site items to be physically checked and/or tested by trained staff technician:

- All filters shall be replaced (3) times a year. Only pleated filters shall be used on all equipment.
- Pulleys and belts shall be visually inspected and adjusted if needed.
- All zerk fittings at bearings shall be cleaned prior to being greased. This will minimize the dirt entering bearing at time of maintenance.
- All capacitors to be checked at each inspection.
- Check refrigeration levels at each unit.
- System check in heat and cooling where possible.
- Oil level check.
- Crankcase heater operation.
- Outside air damper operation inspection.
- Economizer damper operation inspection.
- Cycle any condensation pumps to assure proper operations.
- Blow out the condensation drains using CO2 gas (typical).

- Add Pan-Treat condensate tablets to condensate drain lines.
- Inspection of the condenser coils for any oil residue caused by leaks.

On site physical inspection/maintenance to be performed one time each year:

- Amp loads on all electric motors and compressors, inspection report with hard copies provided to city official.
- Outdoor coils shall be washed with coil cleaner.
- Check limit switches for proper operations at compressors.
- Clean off circuit boards and contactors as needed.
- Secure and tighten motor connections.
- Check all electrical connections for proper torque specs.
- Clean the recirculation pump screens at each pump.

Library

UNIT	MODEL	SERIAL #	SIZE	QUANTITY
Season 4	6MMI12-046A-HW6.6-18SE	B 9300-0706-01	16 X 20 X 2 16 X 25 X 2	4 4
York Condenser	YD600C00A2EAA2	N2D1917159		
Raypak Hi Delta Boiler	248194	0603248194	VISUAL INSPECTION	WIPE DOWN

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

"INSURANCE, INDEMNIFICATION, AND BONDS"

II. **DELETE subsection 3.4 and REPLACE with the following:**

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

III. **Section 5.4 shall be amended to read as follows:**

"Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement."

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

"Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most

recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

V. **Section 5.6 shall be added as follows:**

"Payment Bond for contracts over $25,000. Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand dollars ($25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

The payment bond shall be in a sum not less than that prescribed by law under California Civil Code § 3248, such that the bond shall be in the sum of:

(a) One hundred percent (100%) of the total amount payable by the terms of this Agreement if the total amount payable does not equal or exceed five million dollars ($5,000,000); or

(b) Fifty percent (50%) of the total amount payable by the terms of this Agreement if the total amount payable is not less than five million dollars ($5,000,000) and does not exceed ten million dollars ($10,000,000); or

(c) Twenty five percent (25%) of the total amount payable by the terms of this Agreement if the Agreement exceeds ten million dollars ($10,000,000).

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

VI. **Section 5.7 shall be added as follows:**

"Sufficiency of Insurer or Surety for Payment Bond. If Contractor must deliver a payment bond pursuant to Section 5.5 of this Agreement, Contractor shall deliver, concurrently with the execution of this Agreement and delivery of said payment bond, to City the following documents:

(a) A certified copy of the Certificate of Authority of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact insurance in the State of California;

(b) A certificate from the Clerk of the County of Orange that the Certificate of Authority of the Insure or Surety has not been surrendered, revoked, canceled, annulled, or suspended; or, in the event the Certificate of Authority of the Insurer or Surety has been suspended, that renewed authority has been granted; and

(c) True and correct copies of the Insurer's or Surety's most recent annual statement and quarterly statement filed with the Department of Insurance.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the

satisfaction of City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure § 995.660."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

No.	Annual Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	3	EA	CITY HALL/COUNCIL CHAMBERS – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 2,407.00	$ 7,221.00
2.	3	EA	POLICE DEPARTMENT – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,434.00	$ 4,302.00
3.	3	EA	SHOOTING RANGE – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 4,346.00	$ 13,038.00
4.	3	EA	COMMUNITY CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,977.00	$ 5,931.00
5.	3	EA	SENIOR CENTER – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 942.00	$ 2,826.00
6.	3	EA	CORPORATION YARD – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 1,202.00	$ 3,606.00
7.	3	EA	LIBRARY – HVAC MAINTENANCE/REPAIR SERVICES PER EA	$ 315.00	$ 945.00
8.	1	EA	COMMUNITY CENTER,PUBLIC WORKS,SENIOR CENTER ICE MACHINES ANNUAL SERVICE (3 Total Units) PER EA	$ 2,082.00	$ 2,082.00
9.	1	LS	SERVICES PER EA	$2,000.00	$2,000.00

ITEMS 1 – 9, TOTAL ANNUAL AMOUNT OF BID: $ 41,951.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

See Exhibit "A" Scope of Services for performance specifications, locations of work and schedule.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Approve Contract Services Agreements for Custodial Services**

RECOMMENDATION

1. Approve a two-year contract for custodial services at City facilities to United Maintenance Systems for an annual amount of $103,380; and

2. Approve a two-year contract for custodial services at Recreation and Park facilities to United Maintenance Systems for an annual amount of $103,800; and

3. Approve a two-year contract for custodial services for Recreation and Park restrooms to United Maintenance Systems for an annual amount of $89,040.

DISCUSSION

The City's custodial services contracts will expire June 30, 2024. In March, Public Works solicited bids for three separate custodial maintenance contracts:

- City Facilities - includes City Hall, City Council Chambers, Police Department, Police Department Substation, Library, Corporation Yard and Civic Center Green restrooms and tennis courts
- Recreation and Community Services - includes the Community Center and Senior Center
- Park Restrooms - includes the restrooms located at Veterans Park, WIllow Park, Evergreen Park, Arnold/Cypress Park, Oak Knoll Park, Mackay Park and a small contingency for additional as-needed labor hours.

In order to obtain the most accurate and competitive costs for each type of facility, separate solicitations were conducted to ensure accurate pricing based on the needs of each specific facility.

Responses to the advertised bid solicitation were received from two vendors. United Maintenance Systems, the City's current contractor, was the lowest responsible bidder for all three contracts. Each contract has an initial two-year term, with the option to extend for three additional one-year periods. The rates and unit pricing included in the recommended

contracts are fixed for the full five-year life of the contract.

BUDGET IMPACT

Sufficient amounts are included in the FY 2024-25 budgets for the City and District for the recommended facility custodial services.

LEGAL REVIEW

The City Attorney has reviewed and approved the contracts as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals
City Facilities Contract Agreement
Recreation and Community Services Contract Agreement
Parks Contract Agreement

Project Award Information Checklist

Description of Project:
The project scope performs custodial services at City Facilities, Recreation and Community Services Facilities, and Park Restroom Facilities.

Project Location: City Facilities, Recreation and Community Services Facilities, and Park Restroom Facilities.

Contract Working Days: Two-year, with the option to extend for 3 (three) additional one-year (1) periods.

Notice Inviting Bids Sent to: CIPlist.com

Bid Opening Date: April 19, 2024

No. of Bid Packets Requested: 1

Bid Comparison:

	Bidders	City Facilities	RCS Facilities	Park Restrooms	Total Amount
1.	United Maintenance, Burbank, CA	$103,380	$103,800	$89,040	$296,220
2.	Allied Universal Janitorial Services, Santa Ana, CA	$141,302	$110,825	$112,929	$365,056

Apparent Low Bidder: United Maintenance, Burbank, CA – $296,220

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

Contractor's License:
Valid at Time of Award: Yes
Valid at Time of Bid: Yes

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California, including Cypress since 2010.

United Maintenance Systems

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CUSTODIAL SERVICES
(City Hall, Police Department, Library & Corporation Yard)
Maintenance Contract

Date : April 12, 2024, at 11:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **CUSTODIAL SERVICES – CITY FACILITIES**, **Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK – PRICE SCHEDULE

Building #1: City Hall – 15,700 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,250.00	$ 15,000.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 55.00	$ 660.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 55.00	$ 600.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 150.00	$ 1,800.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 55.00	$ 660.00

TOTAL ANNUAL AMOUNT OF BID: $ 18,780.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Eighteen Thousand Seven Hundred Eighty Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #2: Council Chambers – 2,318 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 25.00	$ 300.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 25.00	$ 300.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 25.00	$ 300.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 25.00	$ 300.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 25.00	$ 300.00

TOTAL ANNUAL AMOUNT OF BID: $ 1,500.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: _____

One Thousand Five Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #3: Police Department – 14,400 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 2,500.00	$ 30,000.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 80.00	$ 960.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 80.00	$ 960.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 150.00	$ 1,800.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 200.00	$ 2,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 36,120.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: _____

Thirty Seven Thousand One Hundred Twenty Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #4: Police Department Substation – 896 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 200.00	$ 2,400.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 15.00	$ 180.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 15.00	$ 180.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 25.00	$ 300.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 20.00	$ 240.00

TOTAL ANNUAL AMOUNT OF BID: $ 3,300.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Three Thousand Three Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #5: Library – 15,500 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,350.00	$ 16,200.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 30.00	$ 360.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 30.00	$ 360.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 30.00	$ 360.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 30.00	$ 360.00

TOTAL ANNUAL AMOUNT OF BID: $ 17,640.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: _____

Seventeen Thousand Six Hundred Forty Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #6: Corporation Yard (Office, Restrooms & Locker Rooms), Print Shop (Office & Restroom), Warehouse (Office) and Garage (Office & Restroom) – 7,410 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 900.00	$ 10,800.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 50.00	$ 600.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 50.00	$ 600.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 50.00	$ 600.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 50.00	$ 600.00

TOTAL ANNUAL AMOUNT OF BID: $ 13,200.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirteen Thousand Two Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #7: Civic Center Green Restrooms (5 each) and Civic Center Tennis Courts (6 each) – 900 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 850.00	$ 10,200.00

TOTAL ANNUAL AMOUNT OF BID: $ 10,200.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: _____

Ten Thousand Two Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

8. Additional Unit Prices

The City may direct the Contractor to perform work on a time and material basis using the following labor rates. For bid comparison purposes, an estimate of anticipated extra work is provided below but may be more or less depending on actual needs.

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month per number of hours listed)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Supervisor (2 HOURS PER MONTH) PER MONTH	$ 70.00	$ 840.00
2.	12	Months	Custodial Worker (6 HOURS PER MONTH) PER MONTH	$ 150.00	$ 1,800.00

*The City reserves the right to use other contractors for any additional work at the City's sole discretion.

TOTAL ANNUAL AMOUNT OF BID: $ 2,640.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: _____

Two Thousand Six Hundred Forty Dollars

(Please Print Total Annual Amount of Bid in WORDS)

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	City Hall	$ 18,780.00
2	Council Chambers	$ 1,500.00
3	Police Department	$ 36,120.00
4	Police Department Substation	$ 3,300.00
5	Library	$ 17,640.00
6	Corporation Yard	$ 13,200.00
7	Civic Center Green Restrooms and Tennis Courts	$ 10,200.00
8	Additional Work	$ 2,640.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 103,380.00

This is a maintenance contract and required overtime and other costs are a part of the bid as noted above. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: The contract period shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CUSTODIAL SERVICES – PARK & RECREATION FACILITIES
Maintenance Contract

Date: 4, 12, 2024, at 11:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **CUSTODIAL SERVICES** – RECREATION & COMMUNITY SERVICES FACILITIES, **Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK – PRICE SCHEDULE

Building #1: Community Center – 22,697 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1	12	Months	Daily Cleaning PER MONTH	$ 3,000.00	$ 36,000.00
2	12	Months	Weekly Cleaning PER MONTH	$ 300.00	$ 3,600.00
3	12	Months	Monthly Cleaning PER MONTH	$ 500.00	$ 6,000.00
4	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 500.00	$ 6,000.00
5	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 500.00	$ 6,000.00

TOTAL ANNUAL AMOUNT OF BID: $ 57,600.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Fifty Seven Thousand Six Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #2: Senior Center – 17,658 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1	12	Months	Daily Cleaning PER MONTH	$ 3,350.00	$ 40,200.00
2	12	Months	Weekly Cleaning PER MONTH	$ 100.00	$ 1,200.00
3	12	Months	Monthly Cleaning PER MONTH	$ 100.00	$ 1,200.00
4	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 200.00	$ 2,400.00
5	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 100.00	$ 1,200.00

TOTAL ANNUAL AMOUNT OF BID: $ 46,200.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Forty Six Thousand Two Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	Community Center	$ 57,600.00
2	Senior Center	$ 46,200.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 103,800.00

This is a maintenance contract and required overtime and other costs are a part of the bid as noted above. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: The contract period shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CUSTODIAL SERVICES - PARK RESTROOM FACILITIES
Maintenance Contract

Date: April 12th 2024 at 11:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **CUSTODIAL SERVICES - PARK RESTROOM FACILITIES**, **Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK – PRICE SCHEDULE

Building #1: Veterans Park – Restroom 1 of 1 & Exterior Sink and Counter – 705 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: _____

Fourteen Thousand Four Hundred Dollars
(Please Print Total Annual Amount of Bid in WORDS)

Building #2: Willow Park – Restroom 1 of 1 – 210 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS:

Fourteen Thousand Four Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #3: Evergreen Park – Restroom 1 of 1 – 205 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: _____

Fourteen Thousand Four Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #4: Arnold/Cypress Park – Restroom 1 of 1 – 480 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Fourteen Thousand Four Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #6: Oak Knoll Park – Restroom 1 of 1 – 480 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Fourteen Thousand Four Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #7: Mackay Park – Restroom 1 of 1 – 180 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Fourteen Thousand Four Hundred Dollars

(Please Print Total Annual Amount of Bid in WORDS)

8. Additional Unit Prices

The City may direct the Contractor to perform work on a time and material basis using the following labor rates. For bid comparison purposes, an estimate of anticipated extra work is provided below but may be more or less depending on actual needs.

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month per number of hours listed)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Supervisor (2 HOURS PER MONTH) PER MONTH	$ 70.00	$ 840.00
2.	12	Months	Custodial Worker (6 HOURS PER MONTH) PER MONTH	$ 150.00	$ 1,800.00

*The City reserves the right to use other contractors for any additional work at the City's sole discretion.

TOTAL ANNUAL AMOUNT OF BID: $ 2640.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Two Thousand Six Hundred Forty Dollars

(Please Print Total Annual Amount of Bid in WORDS)

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	Veterans Park	$ 14,400.00
2	Willow Park	$ 14,400.00
3	Evergreen Park	$ 14,400.00
4	Arnold/Cypress Park	$ 14,400.00
5	Oak Knoll Park	$ 14,400.00
6	Mackay Park	$ 14,400.00
7	Additional Work	$ 2,640.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 89,040.00

This is a maintenance contract and required overtime and other costs are a part of the bid as noted above. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: The contract period shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

Allied Universal Janitorial Services

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CUSTODIAL SERVICES
(City Hall, Police Department, Library & Corporation Yard)
Maintenance Contract

Date : April 12, 2024, at 11:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **CUSTODIAL SERVICES – CITY FACILITIES**, **Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK – PRICE SCHEDULE

Building #1: City Hall – 15,700 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$2,436.00	$ 29,232.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 2536.00	$29,232.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 2,436.00	$ 29,232.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 2,436.00	$29,232.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 2,436.00	$ 29,232.00

TOTAL ANNUAL AMOUNT OF BID: $ 29,232.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Twenty-Nine Thousand, Two Hundred and Thirty Two dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #2: Council Chambers – 2,318 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 260.00	$ 3,120.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 260.00	$ 3,120.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 260.00	$ 3,120.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 260.00	$ 3,120.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 260.00	$ 3,120.00

TOTAL ANNUAL AMOUNT OF BID: $ 3,120.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirty-One Hundred and Twenty Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #3: Police Department – 14,400 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 3,092	$ 37,104.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 3,092.00	$ 37,104.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 3,092.00	$ 37,104.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 3,092.00	$ 37,104.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 3,092.00	$ 37,104.00

TOTAL ANNUAL AMOUNT OF BID: $ 37,104.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirty-Seven Thousand, One Hundred and Four Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #4: Police Department Substation – 896 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 208.00	$ 2,496.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 208.00	$ 2,496.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 208.00	$ 2,496.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 208.00	$ 2,496.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 208.00	$ 2,496.00

TOTAL ANNUAL AMOUNT OF BID: $ 2,496.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Twenty-Four Hundred Ninety six dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #5: Library – 15,500 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 3,037.00	$ 36,446.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 3,037.00	$ 36,446.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 3,037.00	$ 36,446.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 3,037.00	$ 36,446.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 3,037.00	$ 36,446.00

TOTAL ANNUAL AMOUNT OF BID: $ 36,446.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirty Six Thousand Four Hundred Forty Six Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #6: Corporation Yard (Office, Restrooms & Locker Rooms), Print Shop (Office & Restroom), Warehouse (Office) and Garage (Office & Restroom) – 7,410 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,384.00	$ 16,608.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 1,384.00	$ 16,608
3.	12	Months	Monthly Cleaning PER MONTH	$ 1,384.00	$ 16,608
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 1,384.00	$ 16,608
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 1,384.00	$ 16,608

TOTAL ANNUAL AMOUNT OF BID: $ 16,608

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Sixteen Thousand Six Hundred and Eight Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #7: Civic Center Green Restrooms (5 each) and Civic Center Tennis Courts (6 each) – 900 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,088.00	$ 13,056.00

TOTAL ANNUAL AMOUNT OF BID: $ 13,056.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirteen Thousand And Fifty Six Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

8. Additional Unit Prices

The City may direct the Contractor to perform work on a time and material basis using the following labor rates. For bid comparison purposes, an estimate of anticipated extra work is provided below but may be more or less depending on actual needs.

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month per number of hours listed)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Supervisor (2 HOURS PER MONTH) PER MONTH	$ 90.00	$ 1,080.00
2.	12	Months	Custodial Worker (6 HOURS PER MONTH) PER MONTH	$ 180.00	$ 2,160.00

*The City reserves the right to use other contractors for any additional work at the City's sole discretion.

TOTAL ANNUAL AMOUNT OF BID: $ 3,240.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirty Two Hundred and Forty Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	City Hall	$ 29,232.00
2	Council Chambers	$ 3,120.00
3	Police Department	$ 37,104.00
4	Police Department Substation	$ 2,496.00
5	Library	$ 36,446.00
6	Corporation Yard	$ 16,608.00
7	Civic Center Green Restrooms and Tennis Courts	$ 13,056.00
8	Additional Work	$ 3,240.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 141,302.00

This is a maintenance contract and required overtime and other costs are a part of the bid as noted above. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: The contract period shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CUSTODIAL SERVICES – PARK & RECREATION FACILITIES
Maintenance Contract

Date: April 12,__, 2024, at 11:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **CUSTODIAL SERVICES** – RECREATION & COMMUNITY SERVICES FACILITIES, **Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK – PRICE SCHEDULE

Building #1: Community Center – 22,697 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1	12	Months	Daily Cleaning PER MONTH	$ 4,635.00	$ 55,615.00
2	12	Months	Weekly Cleaning PER MONTH	$ 4,635.00	$ 55,615.00
3	12	Months	Monthly Cleaning PER MONTH	$ 4,635.00	$ 55,615.00
4	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 4,635.00	$ 55,615.00
5	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 4,635.00	$ 55,615.00

TOTAL ANNUAL AMOUNT OF BID: $ 55,615.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Fifty Five Thousand Six Hundred and Fifteen Dollars_

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #2: Senior Center – 17,658 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1	12	Months	Daily Cleaning PER MONTH	$ 3768.00	$ 45,210.00
2	12	Months	Weekly Cleaning PER MONTH	$ 3,768.00	$ 45,210.00
3	12	Months	Monthly Cleaning PER MONTH	$ 3,768.00	$ 45,210.00
4	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 3,768.00	$ 45,210.00
5	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 3,768.00	$ 45,210.00

TOTAL ANNUAL AMOUNT OF BID: $ 45,210.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Forty Five Thousand Two Hundred Ten Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	Community Center	$ 55,615.00
2	Senior Center	$ 45,210.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 110,825.00

This is a maintenance contract and required overtime and other costs are a part of the bid as noted above. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: The contract period shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CUSTODIAL SERVICES - PARK RESTROOM FACILITIES
Maintenance Contract

Date: April 12th 2024 at 11:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the Specifications and General Provisions for the City of Cypress **CUSTODIAL SERVICES - PARK RESTROOM FACILITIES**, **Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

SCHEDULE OF WORK – PRICE SCHEDULE

Building #1: Veterans Park – Restroom 1 of 1 & Exterior Sink and Counter – 705 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,763.00	$ 21,156.00

TOTAL ANNUAL AMOUNT OF BID: $ 21,156.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Twenty-One Thousand One Hundred Fifty-Six Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #2: Willow Park – Restroom 1 of 1 – 210 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,432.00	$ 17,184.00

TOTAL ANNUAL AMOUNT OF BID: $ 17,184.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Seven-Teen Thousand, One Hundred Eighty Four dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #3: Evergreen Park – Restroom 1 of 1 – 205 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,432.00	$ 17,184.00

TOTAL ANNUAL AMOUNT OF BID: $ 17,184.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Seven-Teen Thousand, One Hundred Eighty Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #4: Arnold/Cypress Park – Restroom 1 of 1 – 480 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,432.00	$ 17,184.00

TOTAL ANNUAL AMOUNT OF BID: $ 17,184.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Seven-Teen Thousand, One Hundred Eighty Four Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #6: Oak Knoll Park – Restroom 1 of 1 – 480 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,650.00	$ 19,800

TOTAL ANNUAL AMOUNT OF BID: $ 19,800.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Nine-Teen Thousand, Eight Hundred Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

Building #7: Mackay Park – Restroom 1 of 1 – 180 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,432.00	$ 17,184.00

TOTAL ANNUAL AMOUNT OF BID: $ 17,184.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Seven-Teen Thousand, One Hundred Eighty Four Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

8. Additional Unit Prices

The City may direct the Contractor to perform work on a time and material basis using the following labor rates. For bid comparison purposes, an estimate of anticipated extra work is provided below but may be more or less depending on actual needs.

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month per number of hours listed)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Supervisor (2 HOURS PER MONTH) PER MONTH	$ 90.00	$ 1,080.00
2.	12	Months	Custodial Worker (6 HOURS PER MONTH) PER MONTH	$ 180.00	$ 2,160.00

*The City reserves the right to use other contractors for any additional work at the City's sole discretion.

TOTAL ANNUAL AMOUNT OF BID: $ 3,240.00

TOTAL ANNUAL AMOUNT OF BID IN WORDS: Thirty Two Hundred Forty Dollars

Dollars

(Please Print Total Annual Amount of Bid in WORDS)

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	Veterans Park	**$ 21,156.00**
2	Willow Park	**$17,184.00**
3	Evergreen Park	**$ 17,184.00**
4	Arnold/Cypress Park	**$ 17,184.00**
5	Oak Knoll Park	**$ 19,800.00**
6	Mackay Park	**$17,184.00**
7	Additional Work	**$ 3,240.00**

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 112,929.00

This is a maintenance contract and required overtime and other costs are a part of the bid as noted above. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: The contract period shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term.

CONTRACT AWARD: This contract will be awarded to the lowest responsible bidder based on the Total Annual Scheduled Work Bid Price listed above. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

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

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

UNITED MAINTENANCE SYSTEMS

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
UNITED MAINTENANCE SYSTEMS

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1 day of July , 2024 by and between the City of Cypress, a California municipal corporation ("City") and United Maintenance Systems, a California Corporation ("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 bids 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 bid 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 CONTRACTOR

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 bid 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 all sites 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 Three Thousand Three Hundred Eighty Dollars ($103,380) (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 and shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term, 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:

Jae Kim	Manager
(Name)	(Title)
David Lee	Supervisor
(Name)	(Title)
Esmeralda Mazariegos	Site Supervisor
(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 Public Works 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] JE

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 that 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 JF

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

CONTRACTOR:
United Maintenance Systems

By: [signature]
Name: Hyung J. Lee
Title: President

By: [signature]
Name: Ha C. Lee
Title: Secretary

Address: 144 S. 1st St #101
Burbank, CA 91502

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
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.

SCOPE OF SERVICES

1.0 SCOPE OF WORK

1.1 Contractor shall have the duty to sweep, wax, strip, clean, dry mop, wet mop, sanitize, scrub, and vacuum floors; clean, scrub, and maintain walls, ceiling vents, desks, and office furniture; clean, polish, and sanitize drinking fountains; clean and vacuum window sills, windows, light fixtures, plumbing fixtures, and window coverings; and clean office areas including carpets, upholstered furniture, and miscellaneous areas. Contractor shall also be responsible for thoroughly cleaning and sanitizing restrooms, lunch rooms, kitchens, jail cells and general building areas as identified within the scope of work schedule. Contractor shall log hours daily on weekly report log located at each building, supplied by the City.

1.2 Contractor shall not work or perform any operation, particularly during regular business hours, unless specified within the scope of work schedule. The Maintenance Superintendent shall have the authority to suspend the work, wholly or in part, for such period as he or she may deem necessary due to office renovation or construction or to such other conditions as are considered unfavorable for the suitable execution of the work. Any custodial services missed due to renovation or construction shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman as project manager. This individual will be the contact person for this project and must be available to respond to inquiries, walk-through, and inspections of the project as required. The project manager shall be on the site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractor's personnel shall wear and maintain presentable uniforms complete with name tag and photo identification. At no time will the Contractor's employees be allowed to bring children or visitors into the work areas.

1.4 All day-to-day correspondence shall be addressed to:

By Mail: Public Works Superintendent, City of Cypress, Department of Public Works, 5285 Cypress Street, Cypress, CA 90630

By Phone: (714) 229-6760
By Fax: (714) 229-3396

1.5 The designated foreman shall perform a maintenance inspection weekly during agreement hours of all areas within the maintenance areas. Such inspection shall be both visual and operational. It shall include a visual inspection of all areas within the scope of the agreement specifications. Following the inspection, the foreman shall prepare a written list of any deficiencies to the Maintenance Superintendent or his/her designee. The Maintenance Superintendent or his/her designee shall meet with the designated foreman on a monthly basis to review and discuss any deficiencies and the resolution strategies that will be implemented to correct such deficiencies. These meetings will be used to document the Contractor's ability to perform to the standards of the contract.

1.6 The Contractor shall be required to submit the following reports/documents:

(a) Weekly Custodial Hour Logs
(b) Quarterly Maintenance Schedule
(c) Monthly Dusting Schedule
(d) All Material Safety Data Sheets and OSHA compliance Documents For Chemicals Used
(e) Monthly Chemical Use Report
(f) Monthly Tailgate/Safety Meeting Records
(g) List Of Emergency Contacts

1.7 The foreman shall prepare and submit to the Maintenance Superintendent or his/her designee a daily report indicating the overall condition of the maintained areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the Contractor to correct the situation and indicate the anticipated time frame for compliance.

1.8 The Contractor shall schedule their operations so as not to interfere with the public or the employee use of the maintenance areas. The Contractor shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

1.9 The Contractor shall not use any City office equipment (i.e. phones, fax machines, copiers, refrigerators/freezers, etc.) or will be held responsible for all charges that may result in deduction of payment that date or week. This includes not consuming any leftover food products that may be left out or stored in a refrigerator/freezer.

2.0 BUILDING LOCATIONS, HOURS TO BE MAINTAINED AND SERVICE FREQUENCY

2.1. The Contractor shall maintain the building areas identified below under custodial services time period:

LOCATION	ADDRESS	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SERVICE TIME PERIOD
City Hall	5275 Orange Avenue		X	X	X	X	X		7:00 p.m. - 5:00 a.m.
Council Chambers	5275 Orange Avenue	X							Two Sundays per month before each Council Meeting (2:30 a.m. – 5:00 p.m.).
	5275 Orange Avenue			X					Two Tuesdays per month after each Council Meeting (7:00 a.m. – 5:00 p.m.).
Police Department	5275 Orange Avenue	X	X	X	X	X	X	X	6:00 p.m. - 6:30 a.m.
Police Department Substation	11155 Knott Avenue, Suite F	X			X				6:00 p.m. - 6:30 a.m.
Library	5331 Orange Avenue		X	X	X	X			Monday - Thursday 10:00 p.m. - 7:00 a.m.
	5331 Orange Avenue	X						X	Saturday - Sunday 6:00 p.m. - 7:00 a.m.
Corporation Yard	5285 Cypress Street		X	X	X	X	X		5:00 p.m. - 5:30 a.m.
Civic Center Green Restrooms (5 Each) and Civic Center Tennis Courts (6 Each)	5275 Orange Avenue	X	X	X	X	X	X	X	10:00 p.m. - 7:00 a.m. Unlock restrooms and tennis courts for day users at 7:00 a.m. daily, 365 days per year.

Special Note:

At the discretion of the Maintenance Superintendent, all cleaning hours may be subject to change. The Contractor will be notified at least 2 weeks prior to any significant change. For emergency call back service, the Contractor shall respond to the site within (2) hours of receiving the call for service.

***Location maps of these facilities are available on request during the pre-bid meeting.*

2.2. The Contractor hereby acknowledges that before submitting their bid for this Agreement, the Contractor has visited all existing areas to be maintained, verified the approximate size of each facility, noted for each location the proposed work and condition of each facility.

3.0 GENERAL CLEANING PRODUCTS, PAPER GOODS, SUPPLIES AND REQUIRED CLEANINGS

3.1. Cleaning supplies, paper products, trash can liners, feminine product disposal bags, soaps, and miscellaneous supplies/materials shall be supplied by the Contractor unless noted within the scope of work schedules. If the Contractor chooses to have delivery orders dropped off at a designated City site, then the contractor shall be responsible for offloading and transporting the products into a City storage closet. Custodial storage closets are available at every facility location.

3.2. A list of the potential brands of cleaning supplies, paper products, trash can liners, soaps, and miscellaneous supplies/materials shall be provided to the Maintenance Superintendent and is subject to his approval.

3.3 Carpet Areas – The Contractor shall thoroughly vacuum and spot clean smudges and stains on all carpeted floors and area rugs daily. Also included are the door mats that shall be cleaned concurrently with vacuuming. All paper clips, staples, etc. shall be removed at the time of vacuuming. All spots shall be cleaned at the time of detection. All floor cleaning shall be accomplished in accordance within the scope of services schedules.

3.4 Carpet and Upholstery Cleaning – The Contractor shall chemically clean all carpeted floors, upholstered partitions, upholstered office furniture and area rugs. All chairs, chair mats, trash cans, rugs etc. that are required to be moved for carpet cleaning must be put back to their original locations before the following work day. This shall be accomplished according within the scope of work. All chemicals/products to be used shall be approved by the Maintenance Superintendent prior to the work being started. The following steps shall be followed.

(a) Vacuuming- Areas that are scheduled to be cleaned will first receive a complete vacuuming, along with removing debris along corners and edges by using a heavy duty corn broom.

(b) Emulsification – The contractor shall lightly spray carpet and upholstery with an approved cleaner. This carbonated cleaner shall penetrate the carpet, upholster fiber and emulsify the dirt so that it is lifted to the surface. For severe spots such as red stains, water stains, ink stains, etc. additional approved products such as solvents and targeted stain removers shall be used.

(c) Extraction – Once all dirt has been emulsified and brought to the surface of the carpet, the Contractor shall use a floor buffer and a slightly damp, absorbent pad(s) to extract the dirt from the carpet. Absorbent pad(s) will need to be replaced frequently preventing extracted dirt from being used on the newly cleaned carpet.

Please note that all cleaning power shall be delivered with the lowest possible moisture. Carpet backing and padding shall remain dry, so that there is no mildew damage and adhesive failure. This will allow for a quicker dry time.

3.5 Hard Surface Areas – All composite, waxed floors shall be swept, dry and wet mopped, using an approved cleaning solution and without leaving a residue of any type due to mop head swirl marks. Composite floors need to be properly prepared by removing all particles, fibers, etc. prior to waxing floors. Hard surface floors shall be cleaned as needed to remove stains, spots, and dust. Concrete floors shall be maintained in a manner consistent with composite flooring.

3.6 Painted and Hard Surfaces – The Contractor shall thoroughly wash all interior painted surfaces in accordance with the scope of work schedule (with an approved cleaner). Additionally, walls and counter surfaces shall be spot cleaned as needed to remove spills, finger prints and scuff marks, and other dirty areas. Counter surfaces will be polished twice per week, or more often if necessary to maintain a clean surface area.

3.7 All doors, door frames, kick plates, door hardware, and drinking fountains shall be cleaned on a daily basis to remove any spillage, water marks, smudge marks, and ink/pencil marks. Stainless steel and brass hardware shall be cleaned and polished as needed to maintain a shiny appearance and to prevent scale and rust from forming.

3.8 All office furniture, conference tables, desks, file cabinets, credenzas, etc., shall be dusted and waxed with an approved cleaner/wax once per week, providing that all surface areas have been cleared by City staff. All conference table glass tops shall be lifted off the table and the glass and table shall be cleaned underneath. A minimum of once a week or more often if necessary to maintain a clean surface area.

3.9 All upholstered furniture and upholstered partitions shall be vacuumed weekly or more often if necessary to maintain the fabrics in a dirt and spot-free manner in accordance within the scope of work schedules.

3.10 All kitchen areas, including but not limited to, appliances, stoves, exterior refrigerators, interior refrigerators when City staff coordinate cleaning by removing items, inside microwaves, counter surfaces, sinks, and cabinets, etc. shall be spot cleaned in accordance within the scope of work schedule to remove all spills, stains, smudges and/or marks as needed.

3.11 The Contractor shall empty all trash (trash, recycle and organic) receptacles during each scheduled visit. All liners shall be replaced at the Contractor's expense for all facilities unless otherwise specified in the Bidding Schedules. Organic trash liners shall be green and compostable and shall securely fit each receptacle. Currently, these facilities have six organic receptacles, however, Contractor shall accommodate additional receptacles as the City continues to add to its organics program. Trash cans shall be wiped down to remove spills, smudges, or ink/pencil marks as needed.

3.12 All interior and exterior windows and window sills, from highest to lowest points of windows, shall be cleaned in accordance within the scope of work schedule. In addition, any finger marks, hard water spots, smudges, and spills shall be cleaned at the time of detection. Cleaners shall be non-abrasive and special care shall be taken so that glass treatments (tinting) shall not be scratched.

3.13 All restroom areas shall be cleaned daily. Restroom floors shall be thoroughly cleaned with a germicidal detergent solution. Special attention shall be paid during floor cleaning

to remove grout stains and grime build up at the base of the fixtures, corners and baseboards.

3.14 All basins, counter tops, fixtures, toilet bowls, and urinals shall also be cleaned with an approved germicidal detergent solution. All dispensers shall be cleaned and disinfected and refilled with approved solutions.

3.15 Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies, feminine product disposal bags and deodorizers shall be restocked at the Contractor's expense unless otherwise specified in the bidding schedule.

3.16 Mirrors, powder shelves, plumbing fixtures, light fixtures, and ceiling grates, etc. shall be cleaned and dusted in accordance within the scope of work schedule.

3.17 All stainless steel surfaces shall be cleaned with an approved polish.

3.18 All restroom floor drains will receive an enzyme treatment weekly or more often if requested by the City.

3.19 All building areas shall be thoroughly inspected and cleaned in accordance within the scope of work schedules. Floors and wall surfaces shall be kept clean of all dirty marks, spillages, and smudges. All trash receptacles shall be emptied nightly and trash can lids shall be wiped down as needed. No chemicals or cleaners shall be used without the prior written consent of the Maintenance Superintendent and the City must have all Material Safety Data Sheets for products that are being used. Contractor shall pay special attention to ensure that all cobwebs are removed with each cleaning.

3.20 Any extraordinary cleaning requests outside the scope of this contract made by the City shall be billed on a separate invoice and at a rate specified in the bidding schedule. Any work requested and not included in the extra work section of the bidding schedule shall be agreed upon at a rate in advance of the work being performed.

4.0 MAINTENANCE INSPECTION

4.1 The Contractor shall maintain a daily hour log sheet as well as perform a weekly maintenance inspection during working hours of all facilities within the Maintenance Areas. A written report shall be submitted to the City following the Contractor's inspection. The written report shall include all items needing improvement and dates for corrective action.

4.2 The Contractor shall provide the Maintenance Superintendent a quarterly work schedule three weeks in advance of starting that quarter.

4.3 The Contractor's designated foreman shall meet on-site with an authorized representative of the City on a weekly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. Any corrective work required as a result of an inspection, or any interim inspection by the City, shall be accomplished to the satisfaction of the City. These meetings will document the Contractor's ability to meet the standards of the contract.

4.4 If deficiencies are not corrected as agreed upon during the weekly meetings, the City will provide a written notice to the Contractor to correct the deficiencies within specified time

frames. Said specified time frames shall be reasonable, as determined by the City. Should the Contractor fail to correct the deficiencies within said time frames, the City may perform work utilizing City employees at their agreement labor costs. The cost for corrective measures will be deducted from the payments to the Contractor, by the City.

Time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Waxing/Stripping of any floor shall be accomplished within five (5) days of notification.

(c) Areas impacted and affected by health and/or safety issues shall be immediately barricaded off to inform the public and City personnel of potential dangers in that area. All necessary work to correct the affected area must be completed within one (1) working day. No further notification will be given.

(d) All other issues will receive written notification and given approximately one working day to complete. If the deficiency is not corrected within the required one-day period, any item which has not been corrected may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

4.5 This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this Agreement. Should it become necessary for the City to provide personnel to assist or complete a task as per this agreement, the Contractor will be billed for all costs, plus a 25% administrative fee.

5.0 GENERAL CONDITIONS

5.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial chemicals. The Contractor shall submit a report indicating for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic degrees to be used.

5.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:

(a) Carpet areas – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense. The City shall have sole responsibility to determine repairs or replacement.

(b) Counter and wall surfaces – All surface areas damaged or scratched by the Contractor shall be repaired or replaced by the Contractor.

(c) Chemicals – Any damage resulting from chemical operations shall be corrected in accordance with the aforementioned maintenance practices.

5.3 The Contractor is required to maintain an office and provide telephone contact information. If a telephone answering service is utilized, the answering service shall be capable of contacting the Contractor by cellular phone. The Contractor is further required to provide

the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out shall not be more than two (2) hours.

5.4 Safety – The Contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to: California Department of Food and Agriculture and OSHA orders, so as to protect all persons, including the Contractor's employees , agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. The Contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All products must be properly labeled in accordance with SB 198.

5.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. The Contractor shall be responsible to inform the City of all deficiencies including, but not limited to, fraying carpet areas, broken tiles, broken windows, graffiti, hardware issues, leaky or clogged restroom valves and/or fixtures.

5.6 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Agreement, and the Contractor and any sub-Contractor under him/her shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3, of the Labor Code of the State of California as amended.

5.7 All employees performing work within the Police Department and Police Department Substation must be fingerprinted before they can begin work. Refer to Exhibit A for form.

5.8 The Contractor shall display a sign indicating the Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City. The Contractor shall not drive any vehicles onto park turf areas without the written authorization of the City.

5.9 Storage Facilities – The City shall not provide any additional (beyond the designated custodial closets) storage facilities for the Contractor's supplies, equipment, and paper goods.

6.0 REQUIRED CLEANING PER BUILDING

6.1 SERVICES FOR CITY HALL, COUNCIL CHAMBERS, POLICE DEPARTMENT, POLICE DEPARTMENT SUBSTATION, LIBRARY AND CORPORATION YARD

6.2 **DAILY SERVICES** - services to be completed during each site visit

(a) Sweep and/or dust mop all hard floor surfaces using dust control sweeping.
(b) Wet mop all hard surface and composite floors with an approved cleaner.

(c) Vacuum all carpets and rugs completely. Remove any staples, paper clips, etc. from carpets.

(d) Spot clean carpets when stains arise.

(e) Dust tops of desks, conference tables, chairs, filing cabinet tops, cabinets, telephones, pen sets, bookcases, and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when cleared.

(f) Empty and re-line all trash receptacles, including recycle and organic receptacles, and remove trash to bin areas.

(g) Recycle all office paper in marked recycle bins and report on recycling activities on a quarterly basis (i.e. tons recycled and recycling facility used).

(h) Empty trash cans under paper shredders and reline can.

(i) Remove smudges from doors, door frames, handles, rails, knobs, bars, woodwork, and wall switches.

(j) Clean, scrub, polish, and sanitize all drinking fountains.

(k) Remove finger marks, ink marks, and smudges from tabletops, walls, and counters.

(l) Clean partitions, doors, door jams and walls, etc.

(m) Empty all outside trash cans and clean ash trays.

(n) **Police Department booking and jail cells** shall be swept, dusted and wet mop all floor surfaces. Clean and dust interview room. Spot clean all doors, cells, walls, and ceiling as required. Clean, disinfect and sanitize all toilets, sinks, bars, bunks of cells, holding areas, all mattresses, bunk frames; spot clean all doors, cells, walls, and ceiling as required (Source – Health and Sanitation Guidelines, Board of Corrections, Article 13, Section 1280).

6.3 **DAILY RESTROOM SERVICES** - services to be completed during each site visit

(a) Sweep, clean and mop restroom floors with germicidal detergent solution.

(b) Clean basins, countertops, fixtures, toilet bowls, and urinals with germicidal detergent solution.

(c) Clean and wipe down walls up, under and around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware.

(d) Clean, disinfect, and refill all restroom dispensers. Restock toilet tissue, hand soap, seat covers and paper towel.

(e) Wash and polish mirrors, powder shelves, bright work, etc. including sloan meters/valves, piping, and toilet seat hinges, light fixtures, disposal bins, and tops of stall partitions.

(f) Wash both sides of toilet seats with germicidal solution.

(g) Spot clean restroom doors, walls, and partitions.

(h) Leave report of any leaks, plugged drains or graffiti to Maintenance Supervisor.

(i) Empty all trash and reline cans including feminine disposal bags.

(j) Remove all cobwebs from restroom light fixtures.

(k) Special Note: All custodial closets or designated storage areas shall be kept stocked with custodial supplies at all times through the duration of this contract.

6.4 **WEEKLY SERVICES** - These services are required in ADDITION to Daily Services

(a) Dust all areas of desks, kiosks, chairs, tables, conference tables, including under glass tops, telephones, baseboards, vault and file cabinets, all window sills, shelves, lamps,

all other office furniture, all partitions, ledges, partition frames, and doors.

(b) Spot clean walls and partitions, including partition glass.

(c) Thoroughly sweep and vacuum all office areas, e.g., clean all corners.

(d) Clean kick marks, finger marks, and other spots from doors, door facings, walls, and woodwork.

(e) Sweep sidewalks, porches, ramps, and interior and exterior steps.

(f) Trophy and showcase glass and wood shall be cleaned and dusted.

(g) Clean and disinfect telephones.

(h) Remove spots and marks from carpet and resilient floors.

(i) Wash all waste baskets and rubbish containers, wipe down, and replace plastic liners.

(j) Sweep with a heavy brush and wet mop.

(k) Spot clean all doors, handles, partitions, windows, and walls.

(l) Clean and disinfect under and around plumbing fixtures, handles, and pipes.

(m) Clean HVAC registers.

(n) Clean metal kick plates and pull bars.

(o) Clean and wipe down walls around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware, including removal of minor graffiti.

(p) Vacuum all upholstered furniture, especially desk and office chairs, wipe down all metal and polish wood furniture.

6.5 **MONTHLY SERVICES** - These services are required in ADDITION to Daily and Weekly services.

(a) Perform all high and low dusting, such as tops of door frames, partitions, and air vents, etc. remove outer panels of air vents and dust interior air flow vents.

(b) Dust light fixtures and interior recessed lighting.

(c) Polish all metal door frames and kick plates.

(d) Dust all blinds.

(e) Monthly dusting schedules shall be provided to the Superintendent to allow staff to remove items from desk to allow for proper cleaning.

(f) Wash all <u>exterior</u> windows, window sills and remove hard water marks.

a. Except the maintenance yard shall be done twice a year (every six months).

(g) Wash all <u>interior</u> windows, window sills and remove hard water marks.

a. Except the maintenance yard shall be done twice a year (every six months).

6.6 **QUARTERLY SERVICES** - These services are required in ADDITION to Daily, Weekly, and Monthly services.

(a) Clean and polish all interior metal fixtures and surfaces (including door push bars, flag pole bases, and pulls).

(b) Remove all non-fixed furniture throughout facility to scrub all composition and/or Vinyl Composition Tile floors. Wax and buff or apply non-buff floor polish. Council Chamber office has non-static Vinyl Composition Tile flooring and will be waxed with a non-static flooring product.

(c) Brush and clean ceiling vents and grills; doors, walls, partition surfaces, and door vents; remove grills to clear inside vent.

(d) Clean reflectors, diffusers, light fixtures with an approved cleaner.

(e) Clean all window blinds with an approved cleaner.

(f) Remove all non-fixed furniture throughout facility to chemically shampoo and extract all carpets and entry rugs.

(g) Wipe down and clean outside of City owned security cameras including all dust,

debris and cob webs.

6.7 **ANNUAL SERVICES** - These services are required in ADDITION to Daily, Weekly, Monthly, and Quarterly services.

(a) Chemically shampoo and extract all upholstered furniture and partitions.

The Contractor shall submit a schedule for Quarterly and Annual services three (3) weeks prior to commencement of work. Upon receipt of this schedule, the Maintenance Superintendent or his/her designee shall notify affected users and make available all areas to be cleaned.

6.8 **SPECIAL SERVICES**

(a) City Hall and Council Chambers have security alarm monitoring systems. Contractor will need to be trained on disarming and arming the system.
(b) Civic Center Green Restrooms and adjacent Civic Center Tennis Courts (6 each) shall be unlocked for day users at 7:00 a.m. daily, 365 days per year.
(c) When emptying blue trash containers that are identified as "recyclables", they are to be kept separated from non-recyclables and deposited in designated containers at the City Hall North parking lot trash bin area.
(d) When emptying organic trash containers that are identified as "organics"; they are to be kept separated from trash and recyclables and deposited in designated containers at the City Hall North parking lot trash bin area and at the Corporation Yard trash bin area.
(e) Clean prisoner property bins at the Police Department facility as needed to be scheduled by the Maintenance Superintendent.
(f) Police Booking Sally Port - Empty and reline all trash cans and sweep all flooring.

7.0 PROCESSES TO BE USED AND QUALITY OF CLEANING MATERIALS AND SUPPLIES

7.1 All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended and provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply, or tool which may damage City property or which may be a risk to employees, the public, or others using city facilities. The contractor shall post Material Safety Data Sheets (MSDS) in janitorial closets as specified by the Maintenance Superintendent or his/her designee.

(a) Deodorant shall be used which is suitable to the dispensers which are installed. The deodorant and the fragrance used are subject to approval by the City's Maintenance Superintendent and/or his/her designee.
(b) Toilet tissue: City standard – 2 ply Savoy Soft Plus, or equal.
(c) Paper towels: Minimum standard: White multifold towels manufactured by Eco-Soft (9.125 x 9.5), or equal. Kitchen paper towels shall be double ply roll manufactured by Eco-soft (11 x 9), or equal.
(d) Seat Covers: Gorm, half-fold or equal.

(e) Hand soap: Liquid Sky 800 ml soap system "bag in box," or equal.
(f) Plastic liners for waste, rubbish and recycle containers: Sizes: 22 x 14 x 58 – 1.75 mil., 30 x 37 – 1.75 mil., 24 x 24 – 1 mil.
(g) Plastic liners for organic containers shall be compostable and eco-friendly: 13 gallon or as appropriate for container.
(h) Wall Mountable Sanitary Napkin Receptacle Bags:10x7x3"

8.0 Liquidated Damages: Schedule and Performance Failures

8.1 Fifty-dollars ($50.00) shall be deducted from the Contractor's monthly payment for each schedule and/or performance failure. These deductions may be assessed on a per occurrence, per location, per task basis, etc. at the discretion of the Director's Representative and shall be deducted from amounts due the Contractor on a monthly basis.

8.2 Continued failure of the Contractor to provide acceptable services shall give the City the right to deliver the services by other means for said deficiencies and back-charge the incumbent Contractor for the incurred costs, including administrative costs associated with having the work completed by other means.

8.3 Contractor shall be notified in writing via email each time the Contractor's performance is unsatisfactory and corrective action is necessary and shall be given the opportunity to correct the mistake before the end of the month to avoid liquidated damages.

9.0 WATER QUALITY

Water Pollution Control – Pursuant to Section XVI of Order No. R8-2009-0030 NPDES No. CAS618030 Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County. Said contractor shall ensure that all employees obtain all training relative to stormwater pollution prevention so to obtain the required competencies including, but not limited to BMP training, and other competencies as required by the City's Local Implementation Plan. Verification of this training shall be provided to the City upon request. Said contractor also consents to obtaining additional training to satisfy the requirements of the Order if it is determined as necessary by the City and all costs associated with this training shall be the responsibility of said contractor.

Best Management Practices and Monitoring Program – The Contractor shall comply with the Best Management Practices requirements as specified in Section 5, Municipal Activities, of the County of Orange Drainage Area Management Plan (DAMP) at all times during performance of said janitorial contract.

The Contractor shall not allow and shall prevent any non-stormwater discharges into the storm drain system. At a minimum, the Contractor shall implement the best management practices as well as review those that may also be applicable to the Contractor's work. The Contractor shall download the applicable BMP's from **www.ocwatersheds.com**. This can be obtained here by clicking on http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

"INSURANCE, INDEMNIFICATION, AND BONDS"

II. **DELETE subsection 3.4 and REPLACE with the following:**

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

III. **Section 5.4 shall be amended to read as follows:**

"Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement."

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

"Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies

qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

V. **Section 5.6 shall be added as follows:**

"Payment Bond for contracts over $25,000. Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand dollars ($25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

The payment bond shall be in a sum not less than that prescribed by law under California Civil Code § 3248, such that the bond shall be in the sum of:

(a) One hundred percent (100%) of the total amount payable by the terms of this Agreement if the total amount payable does not equal or exceed five million dollars ($5,000,000); or

(b) Fifty percent (50%) of the total amount payable by the terms of this Agreement if the total amount payable is not less than five million dollars

($5,000,000) and does not exceed ten million dollars ($10,000,000); or

(c) Twenty five percent (25%) of the total amount payable by the terms of this Agreement if the Agreement exceeds ten million dollars ($10,000,000).

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

VI. **Section 5.7 shall be added as follows:**

"Sufficiency of Insurer or Surety for Payment Bond. If Contractor must deliver a payment bond pursuant to Section 5.5 of this Agreement, Contractor shall deliver, concurrently with the execution of this Agreement and delivery of said payment bond, to City the following documents:

(a) A certified copy of the Certificate of Authority of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact insurance in the State of California;

(b) A certificate from the Clerk of the County of Orange that the Certificate of Authority of the Insure or Surety has not been surrendered, revoked, canceled, annulled, or suspended; or, in the event the Certificate of Authority of the Insurer or Surety has been suspended, that renewed authority has been granted; and

(c) True and correct copies of the Insurer's or Surety's most recent annual statement and quarterly statement filed with the Department of Insurance.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require City to refrain from entering the Agreement,

as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure § 995.660."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Building #1: City Hall – 15,700 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,250.00	$ 15,000.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 55.00	$ 660.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 55.00	$ 660.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 150.00	$ 1,800.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 55.00	$ 660.00

TOTAL ANNUAL AMOUNT OF BID: $18,780

Building #2: Council Chambers – 2,318 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 25.00	$ 300.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 25.00	$ 300.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 25.00	$ 300.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 25.00	$ 300.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 25.00	$ 300.00

TOTAL ANNUAL AMOUNT OF BID: $ 1,500.00

Building #3: Police Department – 14,400 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 2,500.00	$ 30,000.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 80.00	$ 960.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 80.00	$ 960.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 150.00	$ 1,800.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 200.00	$ 2,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 36,120.00

Building #4: Police Department Substation – 896 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 200.00	$ 2,400.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 15.00	$ 180.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 15.00	$ 180.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 25.00	$ 300.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 20.00	$ 240.00

TOTAL ANNUAL AMOUNT OF BID: $ 3,300.00

Building #5: Library – 15,500 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,350.00	$ 16,200.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 30.00	$ 360.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 30.00	$ 360.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 30.00	$ 360.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 30.00	$ 360.00

TOTAL ANNUAL AMOUNT OF BID: $ 17,640.00

Building #6: Corporation Yard (Office, Restrooms & Locker Rooms), Print Shop (Office & Restroom), Warehouse (Office) and Garage (Office & Restroom) – 7,410 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 900.00	$ 10,800.00
2.	12	Months	Weekly Cleaning PER MONTH	$ 50.00	$ 600.00
3.	12	Months	Monthly Cleaning PER MONTH	$ 50.00	$ 600.00
4.	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 50.00	$ 600.00
5.	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 50.00	$ 600.00

TOTAL ANNUAL AMOUNT OF BID: $ 13,200.00

Building #7: Civic Center Green Restrooms (5 each) and Civic Center Tennis Courts (6 each) – 900 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 850.00	$ 10,200.00

TOTAL ANNUAL AMOUNT OF BID: $ 10,200.00

8. Additional Unit Prices

The City may direct the Contractor to perform work on a time and material basis using the following labor rates. For bid comparison purposes, an estimate of anticipated extra work is provided below but may be more or less depending on actual needs.

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month per number of hours listed)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Supervisor (2 HOURS PER MONTH) PER MONTH	$ 70.00	$ 840.00
2.	12	Months	Custodial Worker (6 HOURS PER MONTH) PER MONTH	$ 150.00	$ 1,800.00

*The City reserves the right to use other contractors for any additional work at the City's sole discretion.

TOTAL ANNUAL AMOUNT OF BID: $ 2,640.00

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	City Hall	$ 18,780.00
2	Council Chambers	$ 1,500.00
3	Police Department	$ 36,120.00
4	Police Department Substation	$ 3,300.00
5	Library	$ 17,640.00
6	Corporation Yard	$ 13,200.00
7	Civic Center Green Restrooms and Tennis Courts	$ 10,200.00
8	Additional Work	$ 2,640.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 103,380.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

See Exhibit "A" Scope of Services for performance specifications, locations of work and schedule.

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

UNITED MAINTENANCE SYSTEMS

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
UNITED MAINTENANCE SYSTEMS

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1 day of July, 2024 by and between the City of Cypress, a California municipal corporation ("City") and United Maintenace Systems, a California Corporation ("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 bids 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 bid 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 CONTRACTOR

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 bid 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 all sites 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 Three Thousand Eight Hundred Dollars ($103,800) (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 and shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term, 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:

Jae Kim	Manager
(Name)	(Title)
David Lee	Supervisor
(Name)	(Title)
Esmeralda Mazariegos	Site Supervisor
(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 Public Works 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] JK
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 that 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 JK

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

CONTRACTOR:
United Maintenance Systems

By: [signature]
Name: Myung J. Lee
Title: President

By: [signature]
Name: Ho C. Lee
Title: Secretary

Address: 144 S. 1st St #101
Burbank, CA 91502

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
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.

SCOPE OF SERVICES

1.0 SCOPE OF WORK

1.1 Contractor shall have the duty to sweep, wax, strip, clean, dry mop, wet mop, sanitize, scrub, and vacuum floors; clean, scrub, and maintain walls, ceiling vents, desks, and office furniture; clean, polish, and sanitize drinking fountains; clean and vacuum window sills, windows, light fixtures, plumbing fixtures, and window coverings; and clean office areas including carpets, upholstered furniture, and miscellaneous areas. Contractor shall also be responsible for thoroughly cleaning and sanitizing restrooms, lunch rooms, kitchens, jail cells and general building areas as identified within the scope of work schedule. Contractor shall log hours daily on weekly report log located at each building, supplied by the City.

1.2 Contractor shall not work or perform any operation, particularly during regular business hours, unless specified within the scope of work schedule. The Maintenance Superintendent shall have the authority to suspend the work, wholly or in part, for such period as he or she may deem necessary due to office renovation or construction or to such other conditions as are considered unfavorable for the suitable execution of the work. Any custodial services missed due to renovation or construction shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman as project manager. This individual will be the contact person for this project and must be available to respond to inquiries, walk-through, and inspections of the project as required. The project manager shall be on the site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractor's personnel shall wear and maintain presentable uniforms complete with name tag and photo identification. At no time will the Contractor's employees be allowed to bring children or visitors into the work areas.

1.4 All day-to-day correspondence shall be addressed to:

By Mail: Public Works Superintendent, City of Cypress, Department of Public Works, 5285 Cypress Street, Cypress, CA 90630

By Phone: (714) 229-6760
By Fax: (714) 229-3396

1.5 The designated foreman shall perform a maintenance inspection weekly during agreement hours of all areas within the maintenance areas. Such inspection shall be both visual and operational. It shall include a visual inspection of all areas within the scope of the agreement specifications. Following the inspection, the foreman shall prepare a written list of any deficiencies to the Maintenance Superintendent or his/her designee. The Maintenance Superintendent or his/her designee shall meet with the designated foreman on a monthly basis to review and discuss any deficiencies and the resolution strategies that will be implemented to correct such deficiencies. These meetings will be used to document the Contractor's ability to perform to the standards of the contract.

1.6 The Contractor shall be required to submit the following reports/documents:

(a) Weekly Custodial Hour Logs
(b) Quarterly Maintenance Schedule
(c) Monthly Dusting Schedule
(d) All Material Safety Data Sheets and OSHA compliance Documents For Chemicals Used
(e) Monthly Chemical Use Report
(f) Monthly Tailgate/Safety Meeting Records
(g) List Of Emergency Contacts

1.7 The foreman shall prepare and submit to the Maintenance Superintendent or his/her designee a daily report indicating the overall condition of the maintained areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the Contractor to correct the situation and indicate the anticipated time frame for compliance.

1.8 The Contractor shall schedule their operations so as not to interfere with the public or the employee use of the maintenance areas. The Contractor shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

1.9 The Contractor shall not use any City office equipment (i.e. phones, fax machines, copiers, refrigerators/freezers, etc.) or will be held responsible for all charges that may result in deduction of payment that date or week. This includes not consuming any leftover food products that may be left out or stored in a refrigerator/freezer.

2.0 BUILDING LOCATIONS, HOURS TO BE MAINTAINED AND SERVICE FREQUENCY

2.1. The Contractor shall maintain the building areas identified below under custodial services time period:

LOCATION	ADDRESS	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SERVICE TIME PERIOD
City Hall	5275 Orange Avenue		X	X	X	X	X		7:00 p.m. - 5:00 a.m.
Council Chambers	5275 Orange Avenue	X							Two Sundays per month before each Council Meeting (2:30 a.m. – 5:00 p.m.).
	5275 Orange Avenue			X					Two Tuesdays per month after each Council Meeting (7:00 a.m. – 5:00 p.m.).
Police Department	5275 Orange Avenue	X	X	X	X	X	X	X	6:00 p.m. - 6:30 a.m.
Police Department Substation	11155 Knott Avenue, Suite F	X			X				6:00 p.m. - 6:30 a.m.
Library	5331 Orange Avenue		X	X	X	X			Monday - Thursday 10:00 p.m. - 7:00 a.m.
	5331 Orange Avenue	X						X	Saturday - Sunday 6:00 p.m. - 7:00 a.m.
Corporation Yard	5285 Cypress Street		X	X	X	X	X		5:00 p.m. - 5:30 a.m.
Civic Center Green Restrooms (5 Each) and Civic Center Tennis Courts (6 Each)	5275 Orange Avenue	X	X	X	X	X	X	X	10:00 p.m. - 7:00 a.m. Unlock restrooms and tennis courts for day users at 7:00 a.m. daily, 365 days per year.

Special Note:

At the discretion of the Maintenance Superintendent, all cleaning hours may be subject to change. The Contractor will be notified at least 2 weeks prior to any significant change. For emergency call back service, the Contractor shall respond to the site within (2) hours of receiving the call for service.

***Location maps of these facilities are available on request during the pre-bid meeting.*

2.2. The Contractor hereby acknowledges that before submitting their bid for this Agreement, the Contractor has visited all existing areas to be maintained, verified the approximate size of each facility, noted for each location the proposed work and condition of each facility.

3.0 GENERAL CLEANING PRODUCTS, PAPER GOODS, SUPPLIES AND REQUIRED CLEANINGS

3.1. Cleaning supplies, paper products, trash can liners, feminine product disposal bags, soaps, and miscellaneous supplies/materials shall be supplied by the Contractor unless noted within the scope of work schedules. If the Contractor chooses to have delivery orders dropped off at a designated City site, then the contractor shall be responsible for offloading and transporting the products into a City storage closet. Custodial storage closets are available at every facility location.

3.2. A list of the potential brands of cleaning supplies, paper products, trash can liners, soaps, and miscellaneous supplies/materials shall be provided to the Maintenance Superintendent and is subject to his approval.

3.3 Carpet Areas – The Contractor shall thoroughly vacuum and spot clean smudges and stains on all carpeted floors and area rugs daily. Also included are the door mats that shall be cleaned concurrently with vacuuming. All paper clips, staples, etc. shall be removed at the time of vacuuming. All spots shall be cleaned at the time of detection. All floor cleaning shall be accomplished in accordance within the scope of services schedules.

3.4 Carpet and Upholstery Cleaning – The Contractor shall chemically clean all carpeted floors, upholstered partitions, upholstered office furniture and area rugs. All chairs, chair mats, trash cans, rugs etc. that are required to be moved for carpet cleaning must be put back to their original locations before the following work day. This shall be accomplished according within the scope of work. All chemicals/products to be used shall be approved by the Maintenance Superintendent prior to the work being started. The following steps shall be followed.

(a) Vacuuming- Areas that are scheduled to be cleaned will first receive a complete vacuuming, along with removing debris along corners and edges by using a heavy duty corn broom.

(b) Emulsification – The contractor shall lightly spray carpet and upholstery with an approved cleaner. This carbonated cleaner shall penetrate the carpet, upholster fiber and emulsify the dirt so that it is lifted to the surface. For severe spots such as red stains, water stains, ink stains, etc. additional approved products such as solvents and targeted stain removers shall be used.

(c) Extraction – Once all dirt has been emulsified and brought to the surface of the carpet, the Contractor shall use a floor buffer and a slightly damp, absorbent pad(s) to extract the dirt from the carpet. Absorbent pad(s) will need to be replaced frequently preventing extracted dirt from being used on the newly cleaned carpet.

Please note that all cleaning power shall be delivered with the lowest possible moisture. Carpet backing and padding shall remain dry, so that there is no mildew damage and adhesive failure. This will allow for a quicker dry time.

3.5 Hard Surface Areas – All composite, waxed floors shall be swept, dry and wet mopped, using an approved cleaning solution and without leaving a residue of any type due to mop head swirl marks. Composite floors need to be properly prepared by removing all particles, fibers, etc. prior to waxing floors. Hard surface floors shall be cleaned as needed to remove stains, spots, and dust. Concrete floors shall be maintained in a manner consistent with composite flooring.

3.6 Painted and Hard Surfaces – The Contractor shall thoroughly wash all interior painted surfaces in accordance with the scope of work schedule (with an approved cleaner). Additionally, walls and counter surfaces shall be spot cleaned as needed to remove spills, finger prints and scuff marks, and other dirty areas. Counter surfaces will be polished twice per week, or more often if necessary to maintain a clean surface area.

3.7 All doors, door frames, kick plates, door hardware, and drinking fountains shall be cleaned on a daily basis to remove any spillage, water marks, smudge marks, and ink/pencil marks. Stainless steel and brass hardware shall be cleaned and polished as needed to maintain a shiny appearance and to prevent scale and rust from forming.

3.8 All office furniture, conference tables, desks, file cabinets, credenzas, etc., shall be dusted and waxed with an approved cleaner/wax once per week, providing that all surface areas have been cleared by City staff. All conference table glass tops shall be lifted off the table and the glass and table shall be cleaned underneath. A minimum of once a week or more often if necessary to maintain a clean surface area.

3.9 All upholstered furniture and upholstered partitions shall be vacuumed weekly or more often if necessary to maintain the fabrics in a dirt and spot-free manner in accordance within the scope of work schedules.

3.10 All kitchen areas, including but not limited to, appliances, stoves, exterior refrigerators, interior refrigerators when City staff coordinate cleaning by removing items, inside microwaves, counter surfaces, sinks, and cabinets, etc. shall be spot cleaned in accordance within the scope of work schedule to remove all spills, stains, smudges and/or marks as needed.

3.11 The Contractor shall empty all trash (trash, recycle and organic) receptacles during each scheduled visit. All liners shall be replaced at the Contractor's expense for all facilities unless otherwise specified in the Bidding Schedules. Organic trash liners shall be green and compostable and shall securely fit each receptacle. Currently, these facilities have six organic receptacles, however, Contractor shall accommodate additional receptacles as the City continues to add to its organics program. Trash cans shall be wiped down to remove spills, smudges, or ink/pencil marks as needed.

3.12 All interior and exterior windows and window sills, from highest to lowest points of windows, shall be cleaned in accordance within the scope of work schedule. In addition, any finger marks, hard water spots, smudges, and spills shall be cleaned at the time of detection. Cleaners shall be non-abrasive and special care shall be taken so that glass treatments (tinting) shall not be scratched.

3.13 All restroom areas shall be cleaned daily. Restroom floors shall be thoroughly cleaned with a germicidal detergent solution. Special attention shall be paid during floor cleaning

to remove grout stains and grime build up at the base of the fixtures, corners and baseboards.

3.14 All basins, counter tops, fixtures, toilet bowls, and urinals shall also be cleaned with an approved germicidal detergent solution. All dispensers shall be cleaned and disinfected and refilled with approved solutions.

3.15 Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies, feminine product disposal bags and deodorizers shall be restocked at the Contractor's expense unless otherwise specified in the bidding schedule.

3.16 Mirrors, powder shelves, plumbing fixtures, light fixtures, and ceiling grates, etc. shall be cleaned and dusted in accordance within the scope of work schedule.

3.17 All stainless steel surfaces shall be cleaned with an approved polish.

3.18 All restroom floor drains will receive an enzyme treatment weekly or more often if requested by the City.

3.19 All building areas shall be thoroughly inspected and cleaned in accordance within the scope of work schedules. Floors and wall surfaces shall be kept clean of all dirty marks, spillages, and smudges. All trash receptacles shall be emptied nightly and trash can lids shall be wiped down as needed. No chemicals or cleaners shall be used without the prior written consent of the Maintenance Superintendent and the City must have all Material Safety Data Sheets for products that are being used. Contractor shall pay special attention to ensure that all cobwebs are removed with each cleaning.

3.20 Any extraordinary cleaning requests outside the scope of this contract made by the City shall be billed on a separate invoice and at a rate specified in the bidding schedule. Any work requested and not included in the extra work section of the bidding schedule shall be agreed upon at a rate in advance of the work being performed.

4.0 MAINTENANCE INSPECTION

4.1 The Contractor shall maintain a daily hour log sheet as well as perform a weekly maintenance inspection during working hours of all facilities within the Maintenance Areas. A written report shall be submitted to the City following the Contractor's inspection. The written report shall include all items needing improvement and dates for corrective action.

4.2 The Contractor shall provide the Maintenance Superintendent a quarterly work schedule three weeks in advance of starting that quarter.

4.3 The Contractor's designated foreman shall meet on-site with an authorized representative of the City on a weekly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. Any corrective work required as a result of an inspection, or any interim inspection by the City, shall be accomplished to the satisfaction of the City. These meetings will document the Contractor's ability to meet the standards of the contract.

4.4 If deficiencies are not corrected as agreed upon during the weekly meetings, the City will provide a written notice to the Contractor to correct the deficiencies within specified time

frames. Said specified time frames shall be reasonable, as determined by the City. Should the Contractor fail to correct the deficiencies within said time frames, the City may perform work utilizing City employees at their agreement labor costs. The cost for corrective measures will be deducted from the payments to the Contractor, by the City.

Time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Waxing/Stripping of any floor shall be accomplished within five (5) days of notification.

(c) Areas impacted and affected by health and/or safety issues shall be immediately barricaded off to inform the public and City personnel of potential dangers in that area. All necessary work to correct the affected area must be completed within one (1) working day. No further notification will be given.

(d) All other issues will receive written notification and given approximately one working day to complete. If the deficiency is not corrected within the required one-day period, any item which has not been corrected may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

4.5 This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this Agreement. Should it become necessary for the City to provide personnel to assist or complete a task as per this agreement, the Contractor will be billed for all costs, plus a 25% administrative fee.

5.0 GENERAL CONDITIONS

5.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial chemicals. The Contractor shall submit a report indicating for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic degrees to be used.

5.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:

(a) Carpet areas – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense. The City shall have sole responsibility to determine repairs or replacement.

(b) Counter and wall surfaces – All surface areas damaged or scratched by the Contractor shall be repaired or replaced by the Contractor.

(c) Chemicals – Any damage resulting from chemical operations shall be corrected in accordance with the aforementioned maintenance practices.

5.3 The Contractor is required to maintain an office and provide telephone contact information. If a telephone answering service is utilized, the answering service shall be capable of contacting the Contractor by cellular phone. The Contractor is further required to provide

the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out shall not be more than two (2) hours.

5.4 Safety – The Contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to: California Department of Food and Agriculture and OSHA orders, so as to protect all persons, including the Contractor's employees , agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. The Contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All products must be properly labeled in accordance with SB 198.

5.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. The Contractor shall be responsible to inform the City of all deficiencies including, but not limited to, fraying carpet areas, broken tiles, broken windows, graffiti, hardware issues, leaky or clogged restroom valves and/or fixtures.

5.6 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Agreement, and the Contractor and any sub-Contractor under him/her shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3, of the Labor Code of the State of California as amended.

5.7 All employees performing work within the Police Department and Police Department Substation must be fingerprinted before they can begin work. Refer to Exhibit A for form.

5.8 The Contractor shall display a sign indicating the Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City. The Contractor shall not drive any vehicles onto park turf areas without the written authorization of the City.

5.9 Storage Facilities – The City shall not provide any additional (beyond the designated custodial closets) storage facilities for the Contractor's supplies, equipment, and paper goods.

6.0 REQUIRED CLEANING PER BUILDING

6.1 SERVICES FOR CITY HALL, COUNCIL CHAMBERS, POLICE DEPARTMENT, POLICE DEPARTMENT SUBSTATION, LIBRARY AND CORPORATION YARD

6.2 **DAILY SERVICES** - services to be completed during each site visit

(a) Sweep and/or dust mop all hard floor surfaces using dust control sweeping.
(b) Wet mop all hard surface and composite floors with an approved cleaner.

(c) Vacuum all carpets and rugs completely. Remove any staples, paper clips, etc. from carpets.

(d) Spot clean carpets when stains arise.

(e) Dust tops of desks, conference tables, chairs, filing cabinet tops, cabinets, telephones, pen sets, bookcases, and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when cleared.

(f) Empty and re-line all trash receptacles, including recycle and organic receptacles, and remove trash to bin areas.

(g) Recycle all office paper in marked recycle bins and report on recycling activities on a quarterly basis (i.e. tons recycled and recycling facility used).

(h) Empty trash cans under paper shredders and reline can.

(i) Remove smudges from doors, door frames, handles, rails, knobs, bars, woodwork, and wall switches.

(j) Clean, scrub, polish, and sanitize all drinking fountains.

(k) Remove finger marks, ink marks, and smudges from tabletops, walls, and counters.

(l) Clean partitions, doors, door jams and walls, etc.

(m) Empty all outside trash cans and clean ash trays.

(n) **Police Department booking and jail cells** shall be swept, dusted and wet mop all floor surfaces. Clean and dust interview room. Spot clean all doors, cells, walls, and ceiling as required. Clean, disinfect and sanitize all toilets, sinks, bars, bunks of cells, holding areas, all mattresses, bunk frames; spot clean all doors, cells, walls, and ceiling as required (Source – Health and Sanitation Guidelines, Board of Corrections, Article 13, Section 1280).

6.3 **DAILY RESTROOM SERVICES** - services to be completed during each site visit

(a) Sweep, clean and mop restroom floors with germicidal detergent solution.

(b) Clean basins, countertops, fixtures, toilet bowls, and urinals with germicidal detergent solution.

(c) Clean and wipe down walls up, under and around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware.

(d) Clean, disinfect, and refill all restroom dispensers. Restock toilet tissue, hand soap, seat covers and paper towel.

(e) Wash and polish mirrors, powder shelves, bright work, etc. including sloan meters/valves, piping, and toilet seat hinges, light fixtures, disposal bins, and tops of stall partitions.

(f) Wash both sides of toilet seats with germicidal solution.

(g) Spot clean restroom doors, walls, and partitions.

(h) Leave report of any leaks, plugged drains or graffiti to Maintenance Supervisor.

(i) Empty all trash and reline cans including feminine disposal bags.

(j) Remove all cobwebs from restroom light fixtures.

(k) Special Note: All custodial closets or designated storage areas shall be kept stocked with custodial supplies at all times through the duration of this contract.

6.4 **WEEKLY SERVICES** - These services are required in ADDITION to Daily Services

(a) Dust all areas of desks, kiosks, chairs, tables, conference tables, including under glass tops, telephones, baseboards, vault and file cabinets, all window sills, shelves, lamps,

all other office furniture, all partitions, ledges, partition frames, and doors.

(b) Spot clean walls and partitions, including partition glass.

(c) Thoroughly sweep and vacuum all office areas, e.g., clean all corners.

(d) Clean kick marks, finger marks, and other spots from doors, door facings, walls, and woodwork.

(e) Sweep sidewalks, porches, ramps, and interior and exterior steps.

(f) Trophy and showcase glass and wood shall be cleaned and dusted.

(g) Clean and disinfect telephones.

(h) Remove spots and marks from carpet and resilient floors.

(i) Wash all waste baskets and rubbish containers, wipe down, and replace plastic liners.

(j) Sweep with a heavy brush and wet mop.

(k) Spot clean all doors, handles, partitions, windows, and walls.

(l) Clean and disinfect under and around plumbing fixtures, handles, and pipes.

(m) Clean HVAC registers.

(n) Clean metal kick plates and pull bars.

(o) Clean and wipe down walls around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware, including removal of minor graffiti.

(p) Vacuum all upholstered furniture, especially desk and office chairs, wipe down all metal and polish wood furniture.

6.5 **MONTHLY SERVICES** - These services are required in ADDITION to Daily and Weekly services.

(a) Perform all high and low dusting, such as tops of door frames, partitions, and air vents, etc. remove outer panels of air vents and dust interior air flow vents.

(b) Dust light fixtures and interior recessed lighting.

(c) Polish all metal door frames and kick plates.

(d) Dust all blinds.

(e) Monthly dusting schedules shall be provided to the Superintendent to allow staff to remove items from desk to allow for proper cleaning.

(f) Wash all exterior windows, window sills and remove hard water marks.

a Except the maintenance yard shall be done twice a year (every six months).

(g) Wash all interior windows, window sills and remove hard water marks.

a. Except the maintenance yard shall be done twice a year (every six months).

6.6 **QUARTERLY SERVICES** - These services are required in ADDITION to Daily, Weekly, and Monthly services.

(a) Clean and polish all interior metal fixtures and surfaces (including door push bars, flag pole bases, and pulls).

(b) Remove all non-fixed furniture throughout facility to scrub all composition and/or Vinyl Composition Tile floors. Wax and buff or apply non-buff floor polish. Council Chamber office has non-static Vinyl Composition Tile flooring and will be waxed with a non-static flooring product.

(c) Brush and clean ceiling vents and grills; doors, walls, partition surfaces, and door vents; remove grills to clear inside vent.

(d) Clean reflectors, diffusers, light fixtures with an approved cleaner.

(e) Clean all window blinds with an approved cleaner.

(f) Remove all non-fixed furniture throughout facility to chemically shampoo and extract all carpets and entry rugs.

(g) Wipe down and clean outside of City owned security cameras including all dust,

debris and cob webs.

6.7 **ANNUAL SERVICES** - These services are required in ADDITION to Daily, Weekly, Monthly, and Quarterly services.

(a) Chemically shampoo and extract all upholstered furniture and partitions.

The Contractor shall submit a schedule for Quarterly and Annual services three (3) weeks prior to commencement of work. Upon receipt of this schedule, the Maintenance Superintendent or his/her designee shall notify affected users and make available all areas to be cleaned.

6.8 **SPECIAL SERVICES**

(a) City Hall and Council Chambers have security alarm monitoring systems. Contractor will need to be trained on disarming and arming the system.
(b) Civic Center Green Restrooms and adjacent Civic Center Tennis Courts (6 each) shall be unlocked for day users at 7:00 a.m. daily, 365 days per year.
(c) When emptying blue trash containers that are identified as "recyclables", they are to be kept separated from non-recyclables and deposited in designated containers at the City Hall North parking lot trash bin area.
(d) When emptying organic trash containers that are identified as "organics": they are to be kept separated from trash and recyclables and deposited in designated containers at the City Hall North parking lot trash bin area and at the Corporation Yard trash bin area.
(e) Clean prisoner property bins at the Police Department facility as needed to be scheduled by the Maintenance Superintendent.
(f) Police Booking Sally Port - Empty and reline all trash cans and sweep all flooring.

7.0 PROCESSES TO BE USED AND QUALITY OF CLEANING MATERIALS AND SUPPLIES

7.1 All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended and provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply, or tool which may damage City property or which may be a risk to employees, the public, or others using city facilities. The contractor shall post Material Safety Data Sheets (MSDS) in janitorial closets as specified by the Maintenance Superintendent or his/her designee.

(a) Deodorant shall be used which is suitable to the dispensers which are installed. The deodorant and the fragrance used are subject to approval by the City's Maintenance Superintendent and/or his/her designee.
(b) Toilet tissue: City standard – 2 ply Savoy Soft Plus, or equal.
(c) Paper towels: Minimum standard: White multifold towels manufactured by Eco-Soft (9.125 x 9.5), or equal. Kitchen paper towels shall be double ply roll manufactured by Eco-soft (11 x 9), or equal.
(d) Seat Covers: Gorm, half-fold or equal.

(e) Hand soap: Liquid Sky 800 ml soap system "bag in box," or equal.
(f) Plastic liners for waste, rubbish and recycle containers: Sizes: 22 x 14 x 58 – 1.75 mil., 30 x 37 – 1.75 mil., 24 x 24 – 1 mil.
(g) Plastic liners for organic containers shall be compostable and eco-friendly: 13 gallon or as appropriate for container.
(h) Wall Mountable Sanitary Napkin Receptacle Bags:10x7x3"

8.0 Liquidated Damages: Schedule and Performance Failures

8.1 Fifty-dollars ($50.00) shall be deducted from the Contractor's monthly payment for each schedule and/or performance failure. These deductions may be assessed on a per occurrence, per location, per task basis, etc. at the discretion of the Director's Representative and shall be deducted from amounts due the Contractor on a monthly basis.

8.2 Continued failure of the Contractor to provide acceptable services shall give the City the right to deliver the services by other means for said deficiencies and back-charge the incumbent Contractor for the incurred costs, including administrative costs associated with having the work completed by other means.

8.3 Contractor shall be notified in writing via email each time the Contractor's performance is unsatisfactory and corrective action is necessary and shall be given the opportunity to correct the mistake before the end of the month to avoid liquidated damages.

9.0 WATER QUALITY

Water Pollution Control – Pursuant to Section XVI of Order No. R8-2009-0030 NPDES No. CAS618030 Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County. Said contractor shall ensure that all employees obtain all training relative to stormwater pollution prevention so to obtain the required competencies including, but not limited to BMP training, and other competencies as required by the City's Local Implementation Plan. Verification of this training shall be provided to the City upon request. Said contractor also consents to obtaining additional training to satisfy the requirements of the Order if it is determined as necessary by the City and all costs associated with this training shall be the responsibility of said contractor.

Best Management Practices and Monitoring Program – The Contractor shall comply with the Best Management Practices requirements as specified in Section 5, Municipal Activities, of the County of Orange Drainage Area Management Plan (DAMP) at all times during performance of said janitorial contract.

The Contractor shall not allow and shall prevent any non-stormwater discharges into the storm drain system. At a minimum, the Contractor shall implement the best management practices as well as review those that may also be applicable to the Contractor's work. The Contractor shall download the applicable BMP's from **www.ocwatersheds.com**. This can be obtained here by clicking on http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

"INSURANCE, INDEMNIFICATION, AND BONDS"

II. **DELETE subsection 3.4 and REPLACE with the following:**

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

III. **Section 5.4 shall be amended to read as follows:**

"Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement."

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

"Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies

qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

V. **Section 5.6 shall be added as follows:**

"Payment Bond for contracts over $25,000. Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand dollars ($25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

The payment bond shall be in a sum not less than that prescribed by law under California Civil Code § 3248, such that the bond shall be in the sum of:

(a) One hundred percent (100%) of the total amount payable by the terms of this Agreement if the total amount payable does not equal or exceed five million dollars ($5,000,000); or

(b) Fifty percent (50%) of the total amount payable by the terms of this Agreement if the total amount payable is not less than five million dollars

($5,000,000) and does not exceed ten million dollars ($10,000,000); or

(c) Twenty five percent (25%) of the total amount payable by the terms of this Agreement if the Agreement exceeds ten million dollars ($10,000,000).

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

VI. **Section 5.7 shall be added as follows:**

"Sufficiency of Insurer or Surety for Payment Bond. If Contractor must deliver a payment bond pursuant to Section 5.5 of this Agreement, Contractor shall deliver, concurrently with the execution of this Agreement and delivery of said payment bond, to City the following documents:

(a) A certified copy of the Certificate of Authority of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact insurance in the State of California;

(b) A certificate from the Clerk of the County of Orange that the Certificate of Authority of the Insure or Surety has not been surrendered, revoked, canceled, annulled, or suspended; or, in the event the Certificate of Authority of the Insurer or Surety has been suspended, that renewed authority has been granted; and

(c) True and correct copies of the Insurer's or Surety's most recent annual statement and quarterly statement filed with the Department of Insurance.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require City to refrain from entering the Agreement,

as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure § 995.660."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Building #1: Community Center – 22,697 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1	12	Months	Daily Cleaning PER MONTH	$ 3,000.00	$ 36,000.00
2	12	Months	Weekly Cleaning PER MONTH	$ 300.00	$ 3,600.00
3	12	Months	Monthly Cleaning PER MONTH	$ 500.00	$ 6,000.00
4	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 500.00	$ 6,000.00
5	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 500.00	$ 6,000.00

TOTAL ANNUAL AMOUNT OF BID: $ 57,600.00

Building #2: Senior Center – 17,658 SF

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1	12	Months	Daily Cleaning PER MONTH	$ 3,350.00	$ 40,200.00
2	12	Months	Weekly Cleaning PER MONTH	$ 100.00	$ 1,200.00
3	12	Months	Monthly Cleaning PER MONTH	$ 100.00	$ 1,200.00
4	12	Months	Quarterly Cleaning (Work performed four times per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 200.00	$ 2,400.00
5	12	Months	Annual Cleaning (Work performed one time per year; invoice 1/12th of annual amount on monthly basis) PER MONTH	$ 100.00	$ 1,200.00

TOTAL ANNUAL AMOUNT OF BID: $ 46,200.00

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	Community Center	$ 57,600.00
2	Senior Center	$ 46,200.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 103,800.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

See Exhibit "A" Scope of Services for performance specifications, locations of work and schedule.

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

UNITED MAINTENANCE SYSTEMS

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
UNITED MAINTENANCE SYSTEMS

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1 day of July, 2024 by and between the City of Cypress, a California municipal corporation ("City") and United Maintenance Systems, a California Corporation ("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 bids 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 bid 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 CONTRACTOR

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 bid 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 all sites 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 Eighty-Nine Thousand Forty Dollars ($89,040) (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 and shall run for an initial term of two (2) years without Consumer Price Increases. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term for an additional three (3), one (1) – year extended terms. Extensions will be based on the quality and attention to service that the Contractor provided the City of Cypress during the initial two (2) year term and/or subsequent 1st, 2nd and 3rd year renewal terms. Renewals shall adhere to the pricing of the initial two (2) year term and no increases, including Consumer Price Increases, or additional compensation will be allowed during the three (3), one (1) year extended terms if extensions are granted. Increases to minimum wage shall have no effect on pricing during the term and/or its subsequent extensions. The City will provide the Contractor with their written intent to renew at least 90 calendar days prior to the end of the term, 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:

Jae Kim	Manager
(Name)	(Title)
David Lee	Supervisor
(Name)	(Title)
Esmeralda Mazariegos	Site
(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 Public Works 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] JK
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 that 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 JK

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

CONTRACTOR:
United Maintenance Systems

By: Myung J Lee

Name: Myung J Lee
Title: President

By: Ho C. Lee

Name: Ho C. Lee
Title: Secretary

Address: 1445 1st St #101
Burbank, CA 91502

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
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.

SCOPE OF SERVICES

1.0 SCOPE OF WORK

1.1 Contractor shall have the duty to sweep, wax, strip, clean, dry mop, wet mop, sanitize, scrub, and vacuum floors; clean, scrub, and maintain walls, ceiling vents, desks, and office furniture; clean, polish, and sanitize drinking fountains; clean and vacuum window sills, windows, light fixtures, plumbing fixtures, and window coverings; and clean office areas including carpets, upholstered furniture, and miscellaneous areas. Contractor shall also be responsible for thoroughly cleaning and sanitizing restrooms, lunch rooms, kitchens, jail cells and general building areas as identified within the scope of work schedule. Contractor shall log hours daily on weekly report log located at each building, supplied by the City.

1.2 Contractor shall not work or perform any operation, particularly during regular business hours, unless specified within the scope of work schedule. The Maintenance Superintendent shall have the authority to suspend the work, wholly or in part, for such period as he or she may deem necessary due to office renovation or construction or to such other conditions as are considered unfavorable for the suitable execution of the work. Any custodial services missed due to renovation or construction shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman as project manager. This individual will be the contact person for this project and must be available to respond to inquiries, walk-through, and inspections of the project as required. The project manager shall be on the site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractor's personnel shall wear and maintain presentable uniforms complete with name tag and photo identification. At no time will the Contractor's employees be allowed to bring children or visitors into the work areas.

1.4 All day-to-day correspondence shall be addressed to:

By Mail: Public Works Superintendent, City of Cypress, Department of Public Works, 5285 Cypress Street, Cypress, CA 90630

By Phone: (714) 229-6760
By Fax: (714) 229-3396

1.5 The designated foreman shall perform a maintenance inspection weekly during agreement hours of all areas within the maintenance areas. Such inspection shall be both visual and operational. It shall include a visual inspection of all areas within the scope of the agreement specifications. Following the inspection, the foreman shall prepare a written list of any deficiencies to the Maintenance Superintendent or his/her designee. The Maintenance Superintendent or his/her designee shall meet with the designated foreman on a monthly basis to review and discuss any deficiencies and the resolution strategies that will be implemented to correct such deficiencies. These meetings will be used to document the Contractor's ability to perform to the standards of the contract.

1.6 The Contractor shall be required to submit the following reports/documents:

(a) Weekly Custodial Hour Logs
(b) Quarterly Maintenance Schedule
(c) Monthly Dusting Schedule
(d) All Material Safety Data Sheets and OSHA compliance Documents For Chemicals Used
(e) Monthly Chemical Use Report
(f) Monthly Tailgate/Safety Meeting Records
(g) List Of Emergency Contacts

1.7 The foreman shall prepare and submit to the Maintenance Superintendent or his/her designee a daily report indicating the overall condition of the maintained areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the Contractor to correct the situation and indicate the anticipated time frame for compliance.

1.8 The Contractor shall schedule their operations so as not to interfere with the public or the employee use of the maintenance areas. The Contractor shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

1.9 The Contractor shall not use any City office equipment (i.e. phones, fax machines, copiers, refrigerators/freezers, etc.) or will be held responsible for all charges that may result in deduction of payment that date or week. This includes not consuming any leftover food products that may be left out or stored in a refrigerator/freezer.

2.0 BUILDING LOCATIONS, HOURS TO BE MAINTAINED AND SERVICE FREQUENCY

2.1. The Contractor shall maintain the building areas identified below under custodial services time period:

LOCATION	ADDRESS	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SERVICE TIME PERIOD
City Hall	5275 Orange Avenue		X	X	X	X	X		7:00 p.m. - 5:00 a.m.
Council Chambers	5275 Orange Avenue	X							Two Sundays per month before each Council Meeting (2:30 a.m. – 5:00 p.m.).
	5275 Orange Avenue			X					Two Tuesdays per month after each Council Meeting (7:00 a.m. – 5:00 p.m.).
Police Department	5275 Orange Avenue	X	X	X	X	X	X	X	6:00 p.m. - 6:30 a.m.
Police Department Substation	11155 Knott Avenue, Suite F	X			X				6:00 p.m. - 6:30 a.m.
Library	5331 Orange Avenue		X	X	X	X			Monday - Thursday 10:00 p.m. - 7:00 a.m.
	5331 Orange Avenue	X						X	Saturday - Sunday 6:00 p.m. - 7:00 a.m.
Corporation Yard	5285 Cypress Street		X	X	X	X	X		5:00 p.m. - 5:30 a.m.
Civic Center Green Restrooms (5 Each) and Civic Center Tennis Courts (6 Each)	5275 Orange Avenue	X	X	X	X	X	X	X	10:00 p.m. - 7:00 a.m. Unlock restrooms and tennis courts for day users at 7:00 a.m. daily, 365 days per year.

Special Note:

At the discretion of the Maintenance Superintendent, all cleaning hours may be subject to change. The Contractor will be notified at least 2 weeks prior to any significant change. For emergency call back service, the Contractor shall respond to the site within (2) hours of receiving the call for service.

***Location maps of these facilities are available on request during the pre-bid meeting.*

2.2. The Contractor hereby acknowledges that before submitting their bid for this Agreement, the Contractor has visited all existing areas to be maintained, verified the approximate size of each facility, noted for each location the proposed work and condition of each facility.

3.0 GENERAL CLEANING PRODUCTS, PAPER GOODS, SUPPLIES AND REQUIRED CLEANINGS

3.1. Cleaning supplies, paper products, trash can liners, feminine product disposal bags, soaps, and miscellaneous supplies/materials shall be supplied by the Contractor unless noted within the scope of work schedules. If the Contractor chooses to have delivery orders dropped off at a designated City site, then the contractor shall be responsible for offloading and transporting the products into a City storage closet. Custodial storage closets are available at every facility location.

3.2. A list of the potential brands of cleaning supplies, paper products, trash can liners, soaps, and miscellaneous supplies/materials shall be provided to the Maintenance Superintendent and is subject to his approval.

3.3 Carpet Areas – The Contractor shall thoroughly vacuum and spot clean smudges and stains on all carpeted floors and area rugs daily. Also included are the door mats that shall be cleaned concurrently with vacuuming. All paper clips, staples, etc. shall be removed at the time of vacuuming. All spots shall be cleaned at the time of detection. All floor cleaning shall be accomplished in accordance within the scope of services schedules.

3.4 Carpet and Upholstery Cleaning – The Contractor shall chemically clean all carpeted floors, upholstered partitions, upholstered office furniture and area rugs. All chairs, chair mats, trash cans, rugs etc. that are required to be moved for carpet cleaning must be put back to their original locations before the following work day. This shall be accomplished according within the scope of work. All chemicals/products to be used shall be approved by the Maintenance Superintendent prior to the work being started. The following steps shall be followed.

(a) Vacuuming- Areas that are scheduled to be cleaned will first receive a complete vacuuming, along with removing debris along corners and edges by using a heavy duty corn broom.

(b) Emulsification – The contractor shall lightly spray carpet and upholstery with an approved cleaner. This carbonated cleaner shall penetrate the carpet, upholster fiber and emulsify the dirt so that it is lifted to the surface. For severe spots such as red stains, water stains, ink stains, etc. additional approved products such as solvents and targeted stain removers shall be used.

(c) Extraction – Once all dirt has been emulsified and brought to the surface of the carpet, the Contractor shall use a floor buffer and a slightly damp, absorbent pad(s) to extract the dirt from the carpet. Absorbent pad(s) will need to be replaced frequently preventing extracted dirt from being used on the newly cleaned carpet.

Please note that all cleaning power shall be delivered with the lowest possible moisture. Carpet backing and padding shall remain dry, so that there is no mildew damage and adhesive failure. This will allow for a quicker dry time.

3.5 Hard Surface Areas – All composite, waxed floors shall be swept, dry and wet mopped, using an approved cleaning solution and without leaving a residue of any type due to mop head swirl marks. Composite floors need to be properly prepared by removing all particles, fibers, etc. prior to waxing floors. Hard surface floors shall be cleaned as needed to remove stains, spots, and dust. Concrete floors shall be maintained in a manner consistent with composite flooring.

3.6 Painted and Hard Surfaces – The Contractor shall thoroughly wash all interior painted surfaces in accordance with the scope of work schedule (with an approved cleaner). Additionally, walls and counter surfaces shall

be spot cleaned as needed to remove spills, finger prints and scuff marks, and other dirty areas. Counter surfaces will be polished twice per week, or more often if necessary to maintain a clean surface area.

3.7 All doors, door frames, kick plates, door hardware, and drinking fountains shall be cleaned on a daily basis to remove any spillage, water marks, smudge marks, and ink/pencil marks. Stainless steel and brass hardware shall be cleaned and polished as needed to maintain a shiny appearance and to prevent scale and rust from forming.

3.8 All office furniture, conference tables, desks, file cabinets, credenzas, etc., shall be dusted and waxed with an approved cleaner/wax once per week, providing that all surface areas have been cleared by City staff. All conference table glass tops shall be lifted off the table and the glass and table shall be cleaned underneath. A minimum of once a week or more often if necessary to maintain a clean surface area.

3.9 All upholstered furniture and upholstered partitions shall be vacuumed weekly or more often if necessary to maintain the fabrics in a dirt and spot-free manner in accordance within the scope of work schedules.

3.10 All kitchen areas, including but not limited to, appliances, stoves, exterior refrigerators, interior refrigerators when City staff coordinate cleaning by removing items, inside microwaves, counter surfaces, sinks, and cabinets, etc. shall be spot cleaned in accordance within the scope of work schedule to remove all spills, stains, smudges and/or marks as needed.

3.11 The Contractor shall empty all trash (trash, recycle and organic) receptacles during each scheduled visit. All liners shall be replaced at the Contractor's expense for all facilities unless otherwise specified in the Bidding Schedules. Organic trash liners shall be green and compostable and shall securely fit each receptacle. Currently, these facilities have six organic receptacles, however, Contractor shall accommodate additional receptacles as the City continues to add to its organics program. Trash cans shall be wiped down to remove spills, smudges, or ink/pencil marks as needed.

3.12 All interior and exterior windows and window sills, from highest to lowest points of windows, shall be cleaned in accordance within the scope of work schedule. In addition, any finger marks, hard water spots, smudges, and spills shall be cleaned at the time of detection. Cleaners shall be non-abrasive and special care shall be taken so that glass treatments (tinting) shall not be scratched.

3.13 All restroom areas shall be cleaned daily. Restroom floors shall be thoroughly cleaned with a germicidal detergent solution. Special attention shall be paid during floor cleaning to remove grout stains and grime build up at the base of the fixtures, corners and baseboards.

3.14 All basins, counter tops, fixtures, toilet bowls, and urinals shall also be cleaned with an approved germicidal detergent solution. All dispensers shall be cleaned and disinfected and refilled with approved solutions.

3.15 Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies, feminine product disposal bags and deodorizers shall be restocked at the Contractor's expense unless otherwise specified in the bidding schedule.

3.16 Mirrors, powder shelves, plumbing fixtures, light fixtures, and ceiling grates, etc. shall be cleaned and dusted in accordance within the scope of work schedule.

3.17 All stainless steel surfaces shall be cleaned with an approved polish.

3.18 All restroom floor drains will receive an enzyme treatment weekly or more often if requested by the City.

3.19 All building areas shall be thoroughly inspected and cleaned in accordance within the scope of work schedules. Floors and wall surfaces shall be kept clean of all dirty marks, spillages, and smudges. All trash receptacles shall be emptied nightly and trash can lids shall be wiped down as needed. No chemicals or cleaners shall be used without the prior written consent of the Maintenance Superintendent and the City must have all Material

Safety Data Sheets for products that are being used. Contractor shall pay special attention to ensure that all cobwebs are removed with each cleaning.

3.20 Any extraordinary cleaning requests outside the scope of this contract made by the City shall be billed on a separate invoice and at a rate specified in the bidding schedule. Any work requested and not included in the extra work section of the bidding schedule shall be agreed upon at a rate in advance of the work being performed.

4.0 MAINTENANCE INSPECTION

4.1 The Contractor shall maintain a daily hour log sheet as well as perform a weekly maintenance inspection during working hours of all facilities within the Maintenance Areas. A written report shall be submitted to the City following the Contractor's inspection. The written report shall include all items needing improvement and dates for corrective action.

4.2 The Contractor shall provide the Maintenance Superintendent a quarterly work schedule three weeks in advance of starting that quarter.

4.3 The Contractor's designated foreman shall meet on-site with an authorized representative of the City on a weekly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. Any corrective work required as a result of an inspection, or any interim inspection by the City, shall be accomplished to the satisfaction of the City. These meetings will document the Contractor's ability to meet the standards of the contract.

4.4 If deficiencies are not corrected as agreed upon during the weekly meetings, the City will provide a written notice to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City. Should the Contractor fail to correct the deficiencies within said time frames, the City may perform work utilizing City employees at their agreement labor costs. The cost for corrective measures will be deducted from the payments to the Contractor, by the City.

Time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Waxing/Stripping of any floor shall be accomplished within five (5) days of notification.

(c) Areas impacted and affected by health and/or safety issues shall be immediately barricaded off to inform the public and City personnel of potential dangers in that area. All necessary work to correct the affected area must be completed within one (1) working day. No further notification will be given.

(d) All other issues will receive written notification and given approximately one working day to complete. If the deficiency is not corrected within the required one-day period, any item which has not been corrected may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

4.5 This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this Agreement. Should it become necessary for the City to provide personnel to assist or complete a task as per this agreement, the Contractor will be billed for all costs, plus a 25% administrative fee.

5.0 GENERAL CONDITIONS

5.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial chemicals. The Contractor shall submit a report indicating for those specialty type

maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic degrees to be used.

5.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:

(a) Carpet areas – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense. The City shall have sole responsibility to determine repairs or replacement.
(b) Counter and wall surfaces – All surface areas damaged or scratched by the Contractor shall be repaired or replaced by the Contractor.
(c) Chemicals – Any damage resulting from chemical operations shall be corrected in accordance with the aforementioned maintenance practices.

5.3 The Contractor is required to maintain an office and provide telephone contact information. If a telephone answering service is utilized, the answering service shall be capable of contacting the Contractor by cellular phone. The Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out shall not be more than two (2) hours.

5.4 Safety – The Contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to; California Department of Food and Agriculture and OSHA orders, so as to protect all persons, including the Contractor's employees , agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. The Contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All products must be properly labeled in accordance with SB 198.

5.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. The Contractor shall be responsible to inform the City of all deficiencies including, but not limited to, fraying carpet areas, broken tiles, broken windows, graffiti, hardware issues, leaky or clogged restroom valves and/or fixtures.

5.6 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Agreement, and the Contractor and any sub-Contractor under him/her shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3, of the Labor Code of the State of California as amended.

5.7 All employees performing work within the Police Department and Police Department Substation must be fingerprinted before they can begin work. Refer to Exhibit A for form.

5.8 The Contractor shall display a sign indicating the Contractor's name and license number on both sides of all maintenance vehicles. Said sign shall be approved by the City. The Contractor shall not drive any vehicles onto park turf areas without the written authorization of the City.

5.9 Storage Facilities – The City shall not provide any additional (beyond the designated custodial closets) storage facilities for the Contractor's supplies, equipment, and paper goods.

6.0 REQUIRED CLEANING PER BUILDING

6.1 SERVICES FOR CITY HALL, COUNCIL CHAMBERS, POLICE DEPARTMENT, POLICE DEPARTMENT SUBSTATION, LIBRARY AND CORPORATION YARD

6.2 **DAILY SERVICES** - services to be completed during each site visit

(a) Sweep and/or dust mop all hard floor surfaces using dust control sweeping.
(b) Wet mop all hard surface and composite floors with an approved cleaner.
(c) Vacuum all carpets and rugs completely. Remove any staples, paper clips, etc. from carpets.
(d) Spot clean carpets when stains arise.
(e) Dust tops of desks, conference tables, chairs, filing cabinet tops, cabinets, telephones, pen sets, bookcases, and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when cleared.
(f) Empty and re-line all trash receptacles, including recycle and organic receptacles, and remove trash to bin areas.
(g) Recycle all office paper in marked recycle bins and report on recycling activities on a quarterly basis (i.e. tons recycled and recycling facility used).
(h) Empty trash cans under paper shredders and reline can.
(i) Remove smudges from doors, door frames, handles, rails, knobs, bars, woodwork, and wall switches.
(j) Clean, scrub, polish, and sanitize all drinking fountains.
(k) Remove finger marks, ink marks, and smudges from tabletops, walls, and counters.
(l) Clean partitions, doors, door jams and walls, etc.
(m) Empty all outside trash cans and clean ash trays.
(n) **Police Department booking and jail cells** shall be swept, dusted and wet mop all floor surfaces. Clean and dust interview room. Spot clean all doors, cells, walls, and ceiling as required. Clean, disinfect and sanitize all toilets, sinks, bars, bunks of cells, holding areas, all mattresses, bunk frames; spot clean all doors, cells, walls, and ceiling as required (Source – Health and Sanitation Guidelines, Board of Corrections, Article 13, Section 1280).

6.3 **DAILY RESTROOM SERVICES** - services to be completed during each site visit

(a) Sweep, clean and mop restroom floors with germicidal detergent solution.
(b) Clean basins, countertops, fixtures, toilet bowls, and urinals with germicidal detergent solution.
(c) Clean and wipe down walls up, under and around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware.
(d) Clean, disinfect, and refill all restroom dispensers. Restock toilet tissue, hand soap, seat covers and paper towel.
(e) Wash and polish mirrors, powder shelves, bright work, etc. including sloan meters/valves, piping, and toilet seat hinges, light fixtures, disposal bins, and tops of stall partitions.
(f) Wash both sides of toilet seats with germicidal solution.
(g) Spot clean restroom doors, walls, and partitions.
(h) Leave report of any leaks, plugged drains or graffiti to Maintenance Supervisor.
(i) Empty all trash and reline cans including feminine disposal bags.
(j) Remove all cobwebs from restroom light fixtures.
(k) Special Note: All custodial closets or designated storage areas shall be kept stocked with custodial supplies at all times through the duration of this contract.

6.4 **WEEKLY SERVICES** - These services are required in ADDITION to Daily Services

(a) Dust all areas of desks, kiosks, chairs, tables, conference tables, including under glass tops, telephones, baseboards, vault and file cabinets, all window sills, shelves, lamps, all other office furniture, all partitions, ledges, partition frames, and doors.
(b) Spot clean walls and partitions, including partition glass.

(c) Thoroughly sweep and vacuum all office areas, e.g., clean all corners.
(d) Clean kick marks, finger marks, and other spots from doors, door facings, walls, and woodwork.
(e) Sweep sidewalks, porches, ramps, and interior and exterior steps.
(f) Trophy and showcase glass and wood shall be cleaned and dusted.
(g) Clean and disinfect telephones.
(h) Remove spots and marks from carpet and resilient floors.
(i) Wash all waste baskets and rubbish containers, wipe down, and replace plastic liners.
(j) Sweep with a heavy brush and wet mop.
(k) Spot clean all doors, handles, partitions, windows, and walls.
(l) Clean and disinfect under and around plumbing fixtures, handles, and pipes.
(m) Clean HVAC registers.
(n) Clean metal kick plates and pull bars.
(o) Clean and wipe down walls around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware, including removal of minor graffiti.
(p) Vacuum all upholstered furniture, especially desk and office chairs, wipe down all metal and polish wood furniture.

6.5 **MONTHLY SERVICES** - These services are required in ADDITION to Daily and Weekly services.

(a) Perform all high and low dusting, such as tops of door frames, partitions, and air vents, etc. remove outer panels of air vents and dust interior air flow vents.
(b) Dust light fixtures and interior recessed lighting.
(c) Polish all metal door frames and kick plates.
(d) Dust all blinds.
(e) Monthly dusting schedules shall be provided to the Superintendent to allow staff to remove items from desk to allow for proper cleaning.
(f) Wash all exterior windows, window sills and remove hard water marks.
a. Except the maintenance yard shall be done twice a year (every six months).
(g) Wash all interior windows, window sills and remove hard water marks.
a. Except the maintenance yard shall be done twice a year (every six months).

6.6 **QUARTERLY SERVICES** - These services are required in ADDITION to Daily, Weekly, and Monthly services.

(a) Clean and polish all interior metal fixtures and surfaces (including door push bars, flag pole bases, and pulls).
(b) Remove all non-fixed furniture throughout facility to scrub all composition and/or Vinyl Composition Tile floors. Wax and buff or apply non-buff floor polish. Council Chamber office has non-static Vinyl Composition Tile flooring and will be waxed with a non-static flooring product.
(c) Brush and clean ceiling vents and grills; doors, walls, partition surfaces, and door vents; remove grills to clear inside vent.
(d) Clean reflectors, diffusers, light fixtures with an approved cleaner.
(e) Clean all window blinds with an approved cleaner.
(f) Remove all non-fixed furniture throughout facility to chemically shampoo and extract all carpets and entry rugs.
(g) Wipe down and clean outside of City owned security cameras including all dust, debris and cob webs.

6.7 **ANNUAL SERVICES** - These services are required in ADDITION to Daily, Weekly, Monthly, and Quarterly services.

(a) Chemically shampoo and extract all upholstered furniture and partitions.

The Contractor shall submit a schedule for Quarterly and Annual services three (3) weeks prior to commencement of work. Upon receipt of this schedule, the Maintenance Superintendent or his/her

designee shall notify affected users and make available all areas to be cleaned.

6.8 SPECIAL SERVICES

(a) City Hall and Council Chambers have security alarm monitoring systems. Contractor will need to be trained on disarming and arming the system.

(b) Civic Center Green Restrooms and adjacent Civic Center Tennis Courts (6 each) shall be unlocked for day users at 7:00 a.m. daily, 365 days per year.

(c) When emptying blue trash containers that are identified as "recyclables", they are to be kept separated from non-recyclables and deposited in designated containers at the City Hall North parking lot trash bin area.

(d) When emptying organic trash containers that are identified as "organics"; they are to be kept separated from trash and recyclables and deposited in designated containers at the City Hall North parking lot trash bin area and at the Corporation Yard trash bin area.

(e) Clean prisoner property bins at the Police Department facility as needed to be scheduled by the Maintenance Superintendent.

(f) Police Booking Sally Port - Empty and reline all trash cans and sweep all flooring.

7.0 PROCESSES TO BE USED AND QUALITY OF CLEANING MATERIALS AND SUPPLIES

7.1 All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended and provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply, or tool which may damage City property or which may be a risk to employees, the public, or others using city facilities. The contractor shall post Material Safety Data Sheets (MSDS) in janitorial closets as specified by the Maintenance Superintendent or his/her designee.

(a) Deodorant shall be used which is suitable to the dispensers which are installed. The deodorant and the fragrance used are subject to approval by the City's Maintenance Superintendent and/or his/her designee.

(b) Toilet tissue: City standard – 2 ply Savoy Soft Plus, or equal.

(c) Paper towels: Minimum standard: White multifold towels manufactured by Eco-Soft (9.125 x 9.5), or equal. Kitchen paper towels shall be double ply roll manufactured by Eco-soft (11 x 9), or equal.

(d) Seat Covers: Gorm, half-fold or equal.

(e) Hand soap: Liquid Sky 800 ml soap system "bag in box," or equal.

(f) Plastic liners for waste, rubbish and recycle containers: Sizes: 22 x 14 x 58 – 1.75 mil., 30 x 37 – 1.75 mil., 24 x 24 – 1 mil.

(g) Plastic liners for organic containers shall be compostable and eco-friendly: 13 gallon or as appropriate for container.

(h) Wall Mountable Sanitary Napkin Receptacle Bags:10x7x3"

8.0 Liquidated Damages: Schedule and Performance Failures

8.1 Fifty-dollars ($50.00) shall be deducted from the Contractor's monthly payment for each schedule and/or performance failure. These deductions may be assessed on a per occurrence, per location, per task basis, etc. at the discretion of the Director's Representative and shall be deducted from amounts due the Contractor on a monthly basis.

8.2 Continued failure of the Contractor to provide acceptable services shall give the City the right to deliver the services by other means for said deficiencies and back-charge the incumbent Contractor for the incurred costs, including administrative costs associated with having the work completed by other means.

8.3 Contractor shall be notified in writing via email each time the Contractor's performance is unsatisfactory and corrective action is necessary and shall be given the opportunity to correct the mistake before the end of the month to avoid liquidated damages.

9.0 WATER QUALITY

Water Pollution Control – Pursuant to Section XVI of Order No. R8-2009-0030 NPDES No. CAS618030 Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County. Said contractor shall ensure that all employees obtain all training relative to stormwater pollution prevention so to obtain the required competencies including, but not limited to BMP training, and other competencies as required by the City's Local Implementation Plan. Verification of this training shall be provided to the City upon request. Said contractor also consents to obtaining additional training to satisfy the requirements of the Order if it is determined as necessary by the City and all costs associated with this training shall be the responsibility of said contractor.

Best Management Practices and Monitoring Program – The Contractor shall comply with the Best Management Practices requirements as specified in Section 5, Municipal Activities, of the County of Orange Drainage Area Management Plan (DAMP) at all times during performance of said janitorial contract.

The Contractor shall not allow and shall prevent any non-stormwater discharges into the storm drain system. At a minimum, the Contractor shall implement the best management practices as well as review those that may also be applicable to the Contractor's work. The Contractor shall download the applicable BMP's from **www.ocwatersheds.com**. This can be obtained here by clicking on http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

"INSURANCE, INDEMNIFICATION, AND BONDS"

II. **DELETE subsection 3.4 and REPLACE with the following:**

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

III. **Section 5.4 shall be amended to read as follows:**

"Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement."

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

"Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager;

provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

V. **Section 5.6 shall be added as follows:**

"Payment Bond for contracts over $25,000. Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand dollars ($25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

The payment bond shall be in a sum not less than that prescribed by law under California Civil Code § 3248, such that the bond shall be in the sum of:

(a) One hundred percent (100%) of the total amount payable by the terms of this Agreement if the total amount payable does not equal or exceed five million dollars ($5,000,000); or

(b) Fifty percent (50%) of the total amount payable by the terms of this Agreement if the total amount payable is not less than five million dollars ($5,000,000) and does not exceed ten million dollars ($10,000,000); or

(c) Twenty five percent (25%) of the total amount payable by the terms of this Agreement if the Agreement exceeds ten million dollars ($10,000,000).

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

VI. **Section 5.7 shall be added as follows:**

"Sufficiency of Insurer or Surety for Payment Bond. If Contractor must deliver a payment bond pursuant to Section 5.5 of this Agreement, Contractor shall deliver, concurrently with the execution of this Agreement and delivery of said payment bond, to City the following documents:

(a) A certified copy of the Certificate of Authority of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact insurance in the State of California;

(b) A certificate from the Clerk of the County of Orange that the Certificate of Authority of the Insure or Surety has not been surrendered, revoked, canceled, annulled, or suspended; or, in the event the Certificate of Authority of the Insurer or Surety has been suspended, that renewed authority has been granted; and

(c) True and correct copies of the Insurer's or Surety's most recent annual statement and quarterly statement filed with the Department of Insurance.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure § 995.660."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

SCHEDULE OF WORK – PRICE SCHEDULE

Building #1: Veterans Park – Restroom 1 of 1 & Exterior Sink and Counter – 705 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

Building #2: Willow Park – Restroom 1 of 1 – 210 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

Building #3: Evergreen Park – Restroom 1 of 1 – 205 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

Building #4: Arnold/Cypress Park – Restroom 1 of 1 – 480 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

Building #5: Oak Knoll Park – Restroom 1 of 1 – 480 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

Building #6: Mackay Park – Restroom 1 of 1 – 180 SF					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Daily Cleaning PER MONTH	$ 1,200.00	$ 14,400.00

TOTAL ANNUAL AMOUNT OF BID: $ 14,400.00

7. Additional Unit Prices

The City may direct the Contractor to perform work on a time and material basis using the following labor rates. For bid comparison purposes, an estimate of anticipated extra work is provided below but may be more or less depending on actual needs.

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price (per month per number of hours listed)	Annual Total (multiply monthly unit price by 12 months)
1.	12	Months	Supervisor (2 HOURS PER MONTH) PER MONTH	$ 70.00	$ 840.00
2.	12	Months	Custodial Worker (6 HOURS PER MONTH) PER MONTH	$ 150.00	$ 1,800.00

*The City reserves the right to use other contractors for any additional work at the City's sole discretion.

TOTAL ANNUAL AMOUNT OF BID: $ 2,640.00

GRAND TOTAL ANNUAL AMOUNT OF BID

	Facility	Total Annual Amount
1	Veterans Park	$ 14,400.00
2	Willow Park	$ 14,400.00
3	Evergreen Park	$ 14,400.00
4	Arnold/Cypress Park	$ 14,400.00
5	Oak Knoll Park	$ 14,400.00
6	Mackay Park	$ 14,400.00
7	Lexington Park	$ 14,400.00
8	Additional Work	$ 14,400.00

GRAND TOTAL ANNUAL AMOUNT OF BID: $ 89,040.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

See Exhibit "A" Scope of Services for performance specifications, locations of work and schedule.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 06/24/2024

SUBJECT: **Approve the Purchase of Youth Sports Uniforms**

RECOMMENDATION

Approve a one-year agreement for the purchase of youth sports uniforms with Manhattan Stitching Company for an amount not to exceed $10,291.

DISCUSSION

Recreation and Community Services offers a variety of youth sports activities throughout the year including the Challenger basketball program and volleyball and basketball leagues. The Challenger basketball program provides recreational opportunities to approximately 120 individuals with physical and intellectual challenges while the volleyball and basketball leagues regularly fill to capacity within a few hours of registration. Approximately 650 youth participate in the leagues each year and are coached by volunteers.

As part of the registration fee, uniforms are provided to every player and volunteer coach. A Request for Proposals (RFP) was issued to qualified uniform companies in May with six companies responding. Manhattan Stitching Company was the lowest responsible bidder and has previously provided Recreation and Community Services with staff uniforms.

The recommended one-year agreement provides the City with the option for two, one-year extensions. Uniform costs are estimated at $10,291 over the initial one-year term of the agreement. If the two optional extensions are exercised, the three-year total cost will not exceed $30,872.

BUDGET IMPACT

Sufficient amounts are included in the Park District's FY 2024-25 General Fund budget for the purchase of the uniforms recommended in the agreement.

LEGAL REVIEW

The City Attorney has reviewed the contract as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Youth Sports Uniform Agreement

CITY OF CYPRESS
AGREEMENT FOR CONTRACT SERVICES FOR YOUTH SPORTS UNIFORMS

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 Manhattan Stitching (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 Thirty Thousand, Eight Hundred Seventy One Dollars and Seventy Four Cents ($30,871.74) ("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. Cory Jachunk, Owner of Manhattan Stitching 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. Ian Kokot, Recreation Manager [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:

Manhattan Stitching
_____

_____

By: _____
Name: Cory Jachunk
Title: Owner, Manhattan Stitching

By: _____
Name:
Title:

Manhattan Stitching
8362 Artesia Blvd. Suite E
Buena Park, CA 90621

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. To provide uniforms for youth sports leagues including winter and summer basketball, fall and spring volleyball, and Challenger basketball.

II. Mesh Jerseys are used in the winter basketball league.

III. Ultra cotton t-shirts and used for summer basketball, fall and spring volleyball, and Challenger basketball.

IV. City will email Contractor uniform order for each season, Order turn-around may be as little as two (2) weeks.

V. City will provide logo for each season.

VI. Contractor is responsible for pick-up of artwork if necessary, delivery of uniforms to meet the delivery date and any other matter involved with this order.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 3.4 shall be amended to read as follows:

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"). City reserves the right in its sole and unfettered discretion, to extend the Term of this Agreement, upon the same terms and conditions set forth herein, for up to a maximum of two (2), one (1) year extended terms (an "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than forty-five (45) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.

II. Section 5.2 shall be amended to read as follows:

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City of Cypress and Cypress Recreation and Park District, 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 and Cypress Recreation and Park District, 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.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Uniforms will be ordered by Recreation and Community Services to each season.

II. Pricing for each uniform are as follows:

	Unit Cost
Logo Set Up	$0.00
Gildan Ultra Cotton T-Shirt - Youth S-XL	$5.00
Gildan Ultra Cotton T-Shirt - Adult S-XL	$5.00
Gildan Ultra Cotton T-Shirt - Adult 2XL	$6.75
Gildan Ultra Cotton T-Shirt - Adult 3XL	$6.75
Gildan Ultra Cotton T-Shirt - Adult 4XL	$6.75
Gildan Ultra Cotton T-Shirt - Logo on front	$1.06
Gildan Ultra Cotton T-Shirt - Number (singular or double) on back	$0.90
Gildan Ultra Cotton T-Shirt - Number (singular or double) on chest	$0.90
Gildan Ultra Cotton T-Shirt - Logo on left sleeve	$1.75
A4 Mesh Jersey - Youth S-XL	$6.50
A4 Mesh Jersey - Adult S-XL	$7.50
A4 Mesh Jersey - Adult 2XL	$8.00
A4 Mesh Jersey - Adult 3XL	$8.00
A4 Mesh Jersey - Adult 4XL	$8.00
A4 Mesh Jersey - Logo on front	$1.06
A4 Mesh Jersey - Number (singular or double) on back	$1.00

III. Contractor will supply an invoice for each season.

IV. City will process a check once invoice is received according to the City's warrant run schedule.

V. City will provide Contractor with City of Cypress' accounts payable warrant run schedule.

VI. The maximum compensation amount of $30,871.74 in Section 2.1 is for all 3 potential years of the term, including extensions, with the maxim contract sum being $10,290.58 for each year of the term.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Season	*Order Delivered*
2024 Challenger Basketball	July 2024
2024 Fall Volleyball	July 2024
2024 Winter Basketball	October 2024
2025 Spring Volleyball	February 2025
2025 Summer Basketball	April 2025

1st Year Renewal Dates – July 1, 2025 – June 30, 2026

If City exercises its first option to renew, as provided in Section 3.4 of the Agreement, then Contractor's performance schedule shall be as follows:

Season	*Order Delivered*
2025 Challenger Basketball	June 2025
2025 Fall Volleyball	July 2025
2025 Winter Basketball	October 2025
2026 Spring Volleyball	February 2026
2026 Summer Basketball	April 2026

2nd Year Renewal Dates – July 1, 2026 – June 30, 2027

If City exercises its second option to renew, as provided in Section 3.4 of the Agreement, then Contractor's performance schedule shall be as follows:

Season	*Order Delivered*
2026 Challenger Basketball	June 2026
2026 Fall Volleyball	July 2026
2026 Winter Basketball	October 2026
2027 Spring Volleyball	February 2027
2027 Summer Basketball	April 2027

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/24/2024

SUBJECT: **Receive and File the Investment Report for the Month Ended May 31, 2024**

RECOMMENDATION

Receive and file the attached investment report.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of May 31, 2024, the City had $204.1 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.58%. As required by the Government Code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments present the investments held by the City of Cypress as of May 31, 2024. The Investment Reports consist of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees to the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City’s Investment Policy further defines permitted investments. These restrictions in investment types and the terms of allowable investments result in limited yields on City investments.
4. Interfund Investments - Indicates outstanding loans between City funds. There are three approved loans due to the Infrastructure Reserve Fund from the Cypress Recreation and Park District General Fund related to the construction of Lexington Park and the rehabilitation of Arnold Cypress Park.

5. Summary of Cash and Investments Held In Trust - Presents investments held in trust by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. The pension trust amounts can only be used for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the potential for higher yields to be earned over the long-term on investments held in the pension trust.

As mentioned previously, the City had $204.1 (current market value) in cash and investments at May 31, 2024. The investments included Federal Agencies Debt ($148.2 million) and Investment Pools ($53.7 million). The City's bank accounts held $2.2 million on May 31, 2024.

A portion of the investment portfolio is invested in the State Investment Pool (Local Agency Investment Fund or LAIF) which is managed by investment experts and provides a diversified investment pool for local agencies to invest. By using the combined size of the participating cities and agencies, the State Pool can provide a competitive yield, liquidity and investment knowledge that otherwise would not be available to a single entity.

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

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Investment Report for the Month Ended May 31, 2024

City of Cypress

Summary of Cash and Investments

As of May 31, 2024

	Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1)	Ckg	General Operating Account	BMO		6/1/2024	-	$ 2,176,421.30	$ 2,176,421.30
	Pool	Local Agency Investment Fund	State Treasurer		6/1/2024	4.332	27,000,000.00	26,843,164.21
	Pool	Local Agency Investment Fund	State Treasurer		6/1/2024	4.332	27,000,000.00	26,843,164.21
	FFCB	Federal Farm Credit Bank	BMO	2/21/2023	8/21/2024	4.875	10,000,000.00	9,986,000.00
	FFCB	Federal Farm Credit Bank	BMO	10/27/2022	10/17/2024	4.620	5,000,000.00	4,981,700.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	7/28/2022	12/30/2024	3.350	4,000,000.00	3,955,720.00
	FFCB	Federal Farm Credit Bank	BMO	1/10/2023	1/10/2025	4.310	3,005,400.00	2,987,250.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	1/30/2023	1/27/2025	5.000	10,000,000.00	9,978,900.00
	FHLB	Federal Home Loan Bank	BMO	5/27/2021	2/27/2025	0.660	3,000,000.00	2,901,360.00
	FFCB	Federal Farm Credit Bank	BMO	3/22/2021	3/17/2025	0.700	4,000,000.00	3,860,040.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	9/21/2022	3/31/2025	4.320	5,000,000.00	4,960,950.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	5/11/2023	5/9/2025	5.299	8,550,000.00	8,527,000.50
	FHLMC	Federal Home Loan Mortgage Corp	BMO	6/6/2023	6/6/2025	5.320	5,000,000.00	4,997,350.00
	FHLB	Federal Home Loan Bank	BMO	3/20/2023	6/20/2025	5.379	5,000,000.00	4,997,350.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	9/30/2022	9/30/2025	4.750	5,000,000.00	4,973,200.00
	FFCB	Federal Farm Credit Bank	BMO	1/13/2023	1/13/2026	4.000	2,000,000.00	1,969,240.00
	FFCB	Federal Farm Credit Bank	BMO	3/2/2023	3/2/2026	4.478	5,002,000.00	4,967,250.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	3/13/2023	3/13/2026	5.625	10,000,000.00	9,973,000.00
	FFCB	Federal Farm Credit Bank	BMO	9/29/2023	4/20/2026	5.000	4,988,459.27	4,998,500.00
	FFCB	Federal Farm Credit Bank	BMO	6/23/2023	6/23/2026	4.820	5,000,000.00	4,971,850.00
	FHLB	Federal Home Loan Bank	BMO	6/26/2023	6/26/2026	5.350	4,815,000.00	4,806,621.90
	FHLB	Federal Home Loan Bank	BMO	11/30/2023	11/17/2026	4.420	5,023,375.00	4,993,300.00
	FHLB	Federal Home Loan Bank	BMO	4/18/2024	4/16/2027	5.000	3,015,000.00	3,016,266.30
	FHLB	Federal Home Loan Bank	BMO	4/18/2024	7/23/2027	5.300	3,000,000.00	2,997,360.00
	FHLB	Federal Home Loan Bank	BMO	2/16/2024	8/13/2027	4.999	4,000,000.00	3,980,440.00
	FHLB	Federal Home Loan Bank	BMO	11/15/2023	11/15/2027	5.625	5,000,000.00	4,996,750.00
	FFCB	Federal Farm Credit Bank	BMO	12/6/2023	12/6/2027	5.380	5,000,000.00	4,951,500.00
	FFCB	Federal Farm Credit Bank	BMO	6/30/2023	6/30/2028	5.000	5,000,000.00	4,980,950.00
	FHLB	Federal Home Loan Bank	BMO	1/10/2024	1/3/2029	5.000	10,000,000.00	9,958,700.00
	FHLB	Federal Home Loan Bank	BMO	2/15/2024	2/12/2029	4.411	4,647,675.00	4,551,141.00
	FFCB	Federal Farm Credit Bank	BMO	4/18/2024	4/10/2029	4.375	4,935,200.00	4,975,000.00
	Ckg	Worker's Comp Account	BMO		6/1/2024	-	50,000.00	50,000.00
	Ckg	Liability Account	California Bank & Trust		6/1/2024	-	8,500.00	8,500.00
	Cash	Petty Cash	City		6/1/2024	-	8,350.00	8,350.00
							$ 205,225,380.57	$ 204,124,289.42

Average Weighted Yield to Maturity: 4.58%
Average Weighted Days to Maturity: 533.13

(1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.

(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available on the City's website.
The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: _____
Finance Director

City of Cypress

Changes in Cash/Investments

		3/31/2024	+RECEIPTS	(DISBURSEMENTS)	4/30/2024	+RECEIPTS	(DISBURSEMENTS)	5/31/2024
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	$ 26,422,380	$ 5,695,966	$ (4,714,374)	$ 27,403,974	$ 6,259,445	$ (3,641,558)	$ 30,021,864
SPECIAL REVENUE								
115	PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212	CRPD-GENERAL FUND	12,614,879	3,024,163	(964,362)	14,674,680	2,063,337	(2,196,314)	14,541,703
213	CRPD-PARK DEVELOPMENT	421,746	1,663	-	423,409	-	-	423,409
221	TRAFFIC SAFETY	41,279	3,310	-	44,589	5,962	-	50,551
230	STREETS	10,146,627	319,876	(643,839)	9,822,664	215,589	(83,633)	9,954,620
251	LIGHTING DISTRICT #2	6,020,468	565,695	(158,678)	6,427,485	90,420	(106,351)	6,411,554
261	STORM DRAIN	2,096,782	53,737	(23,149)	2,127,370	28,262	(69,387)	2,086,245
262	PLANNED LOCAL DRAINAGE FACILITY	1,093,842	12,134	-	1,105,976	-	-	1,105,976
271	CORP CNTR MAINT DISTRICT #1	209,797	16,168	(1,108)	224,857	-	(1,706)	223,151
280	ASSET SEIZURE	1,336,022	14,849	(4,693)	1,346,178	10,916	(10,480)	1,346,614
291	CABLE TV FRANCHISE AGREEMENT	812,774	1,060	-	813,834	15,954	-	829,788
301	SUPPLEMENTAL LAW ENFORCEMENT	103,570	5,935	(8,691)	100,814	488	(11,932)	89,370
321	SEWER FUND	8,609,405	199,295	(25,304)	8,783,396	126,750	(98,007)	8,812,139
471	LOW AND MODERATE HSG ASSET	6,886	9,938	(2,588)	14,236	798	(256)	14,778
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	15,913,858	-	(242,650)	15,671,208	-	(53,294)	15,617,914
416	INFRASTRUCTURE RESERVE	71,440,952	492,729	-	71,933,681	-	(1,560,491)	70,373,190
TRUST AND AGENCY								
600	TRUST AND AGENCY	1,590,143	20,248	(15,910)	1,594,481	146,541	(13,799)	1,727,223
611	BUSINESS ASSESSMENT DISTRICT	-	-	-	-	-	-	-
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	31,312	10,360	-	41,672	6,000	(280)	47,392
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,882,970	235,263	(186,618)	3,931,615	234,457	(202,759)	3,963,313
720	CAPITAL REPLACEMENT	15,583,882	62,926	(16,683)	15,630,125	62,717	(4,783)	15,688,059
730	TECHNOLOGY IMPROVEMENT	2,273,110	-	-	2,273,110	-	-	2,273,110
750	EMPLOYEE BENEFITS	9,486,566	1,295,271	(2,096,610)	8,685,227	1,735,641	(2,586,786)	7,834,082
760	LIABILITY SELF INSURANCE	2,186,609	51,126	(3,713)	2,234,022	51,126	-	2,285,148
770	WORKERS COMP SELF INSURANCE	3,469,200	62,013	(44,029)	3,487,184	94,388	(32,189)	3,549,383
OTHER								
811/812	WESTCOMM JPA	4,774,982	497,200	(269,883)	5,002,299	123,783	(432,220)	4,693,862
		$ 200,729,892	$ 12,650,925	$ (9,422,882)	$ 203,957,937	$ 11,272,574	$ (11,106,225)	$ 204,124,289

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of May 31, 2024

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	$ 2,243,271	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,243,271	1.10%
FFCB	14,967,700	6,847,290	11,934,990	4,971,850	4,951,500	9,955,950	-	53,629,280	26.27%
FHLB	-	2,901,360	4,997,350	12,816,188	11,974,550	14,509,841	-	47,199,289	23.12%
FHLMC	-	27,422,571	19,943,550	-	-	-	-	47,366,121	23.20%
STATE POOL	53,686,328	-	-	-	-	-	-	53,686,328	26.30%
TSY	-	-	-	-	-	-	-	0	0.00%

Totals	$ 70,897,300	$ 37,171,221	$ 36,875,890	$ 17,788,038	$ 16,926,050	$ 24,465,791	$ -	$ 204,124,289	100.00%
Percent	34.73%	18.21%	18.07%	8.71%	8.29%	11.99%	0.00%	100.00%	

CITY OF CYPRESS
INTERFUND INVESTMENTS

As of May 31, 2024

Note No.	Note Outstanding To	Note Outstanding From	Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding *
1	CRPD	City	02/08/21	06/30/25	LAIF	$ 12,800,000	$ 4,236,608
2	CRPD	City	02/13/23	06/30/25	LAIF	$ 1,275,000	$ 877,440
3	CRPD	City	11/13/23	TBD	2.00%	$ 33,500,000	$ 3,274,747
	Total Interfund Investments						$ 8,388,795

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District (CRPD) General Fund to pay up to $12.8 million for the construction of Lexington Park. Repayment by the CRPD will be made from future park develeopment fees. Construction is complete, with advances totaling $12,293,975. Repayments to date total $8,057,367.

The City Infrastructure Reserve Fund issued a promissory note to the CRPD General Fund to pay up to $1.275 million for design costs associated with the rehabilitation of Arnold Cypress Park. Repayment by the CRPD will be made from additional Property Tax revenues resulting from the dissolution of the Successor Agency to the former Redevelopment Agency. Advances to date total $877,440.

The City Infrastructure Reserve Fund issued a promissory note to the CRPD General Fund to pay up to $33.5 million for construction costs associated with the rehabilitation of Arnold Cypress Park. Repayment by the CRPD will be made from CRPD General Funds and future property taxes over the next 20 years. Advances to date total $3,274,747.

City of Cypress
Summary of Cash and Investments Held In Trust

As of May 31, 2024

Fund	Type	Issuer	Maturity Date	One Year Return *	Cost Amount	Current Market Value
PARS Public Agencies Post-Employment Benefits Trust						
Trustee: Public Agency Retirement Services (PARS)						
Section 115 Trust	Pension Trust	Various	Open	9.94%	$ 25,890,000.00	$ 30,093,159.80
			Total		$ 25,890,000.00	$ 30,093,159.80

* 12-month period ending with the current month.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/24/2024

SUBJECT: **Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of May 11, 2024 through June 7, 2024**

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of May 11, 2024 through June 7, 2024:

- Electronic Funds Transfers 15120 through 15299
- Warrants 65248 through 65424
- Payroll Transfers W1529 through W1530

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is presented monthly to the City Council for approval. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided payments (if any) are also identified.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of May 11, 2024 through June 7, 2024 are $4,198,810.50.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 05-11-24 through 06-07-24

City of Cypress
Payment Register
05/11/24 - 06/07/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15120	1480 - ARCO BUSINESS SOLUTIONS	$ 30.23	Fuel/Engineering 4/3-5/2	NP66373897	$ 30.23
15121	1480 - ARCO BUSINESS SOLUTIONS	$ 3,664.82	Fuel/Maint 4/3-5/2	NP66373897(A)	$ 3,664.82
15122	1480 - ARCO BUSINESS SOLUTIONS	$ 118.99	Fuel/Recreation 4/3-5/2	NP66373897(B)	$ 118.99
15123	1480 - ARCO BUSINESS SOLUTIONS	$ 19,023.77	Fuel/Police 4/3-5/2	NP66373897(C)	$ 19,023.77
15124	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,343.37	Workers Comp Claims/Professional Svcs/#27327-27361	Reimb 5/24/24	$ 4,343.37
15125	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,479.44	Workers Comp Claims/Medical/#27327-27361	Reimb(A) 5/24/24	$ 4,479.44
15126	100505 - CITY OF CYPRESS-WORKERS COMP	$ 5,316.92	Workers Comp Claims/Permanent Disability/#27327-27361	Reimb(B) 5/24/24	$ 5,316.92
15127	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	$ 13,675.00	Monthly Retiree Health Savings 5/24	5/24	$ 13,675.00
15128	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	$ 1,200.00	Deferred Comp/Exec Mgmt 5/24	401a-5/24	$ 1,200.00
15129	1608 - ALARM PROGRAM SYSTEMS, LLC	$ 1,234.80	PD Svc/Alarm Permit & False Alarm Fees 4/24	4/24	$ 1,234.80
15130	145 - AUSTIN, CHERYL	$ 56.52	W/C Retiree Health Care Benefits 6/24	6/24	$ 56.52
15131	128744 - AYRES, RICHARD	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15132	102038 - BALDWIN, DARRELL	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15133	102087 - BISH, EDWARD	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15134	100101 - BRUCE, THOMAS M	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15135	129695 - COTE, ROBERT	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15136	128938 - COX, RODNEY	$ 123.85	Retiree Health Care Benefits 6/24	6/24	$ 123.85
15137	104003 - ESSEX, CLARE	$ 465.85	Retiree Health Care Benefits 6/24	6/24	$ 465.85
15138	128044 - FORNISS, DANIEL	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15139	129816 - FOSTER, SCOTT	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15140	112129 - HERNANDEZ, ALEX	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15141	100667 - LASSALLE, ISMAEL	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15142	123656 - MANUEL, DEAN	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15143	129700 - MCSHANE, CHRIS	$ 232.96	Retiree Health Care Benefits 6/24	6/24	$ 232.96
15144	2017 - MINIKUS, SCOTT	$ 308.53	Reimb/Medical Premiums 6/24	6/24	$ 308.53
15145	128832 - MORALES, PAULO	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15146	122 - MORROW, RICHARD L	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00

City of Cypress
Payment Register
05/11/24 - 06/07/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15147	129501 - MOUNT, ERIC	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15148	129608 - OLSON, JAMES	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15149	128784 - RAMSEY, KENNETH	$ 125.00	Retiree Health Care Benefits 6/24	6/24	$ 125.00
15150	119027 - RAMSEY, STEVE	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15151	180 - SWIFT, JEFF	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15152	1024 - VALLEY VISTA SERVICES, INC	$ 231,080.50	Waste Disposal Fee 4/24	4/24	$ 231,080.50
15153	105121 - VIGIL, FELIX	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15154	129666 - WALQUIST, BRIAN	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15155	40 - WARLAND INVESTMENTS COMPANY	$ 37,500.00	Development Assistance 6/24	6/24	$ 37,500.00
15156	122756 - WINTERSOLE, MICHAEL	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15157	342 - WU, ALEX	$ 300.00	Retiree Health Care Benefits 6/24	6/24	$ 300.00
15158	2170 - US BANK	$ 525.00	Dessert Truck/Kona Ice/Employee Service Awards 5/16	0205 5/10/24	$ 525.00
15159	2170 - US BANK	$ 43.20	Supplies/Employee Service Awards 5/6	0205(A) 5/10/24	$ 43.20
15160	2170 - US BANK	$ 8.70	W/C Sub/Business Analytics/Reporting Software 4/7-5/6	0781 5/10/24	$ 8.70
15161	2170 - US BANK	$ 184.86	W/C Dispatch Headsets(3) 4/30	0781(A) 5/10/24	$ 184.86
15162	2170 - US BANK	$ 124.76	W/C Satellite TV Charges 4/25-5/24	0781(B) 5/10/24	$ 124.76
15163	2170 - US BANK	$ 21.63	W/C Data Storage/Amazon Cloud 4/24	0781(C) 5/10/24	$ 21.63
15164	2170 - US BANK	$ 74.32	Badge Holders(250)/Lanyards(200)/Comm Center Staff 4/15	1504 5/10/24	$ 74.32
15165	2170 - US BANK	$ 52.72	Food/Playground/Kids Night Out 4/19	1504(A) 5/10/24	$ 52.72
15166	2170 - US BANK	$ 37.66	Food/Teens Night Out 4/19	1504(B) 5/10/24	$ 37.66
15167	2170 - US BANK	$ 15.00	Gift Cards(3)/In-N-Out/Teens Night Out Prizes 4/18	1504(C) 5/10/24	$ 15.00
15168	2170 - US BANK	$ 10.00	Gift Cards(2)/Starbucks/Teens Night Out Prizes 4/18	1504(D) 5/10/24	$ 10.00
15169	2170 - US BANK	$ 90.00	Reg/Recreation Leader Training Consortium(4) 5/4	1504(E) 5/10/24	$ 90.00
15170	2170 - US BANK	$ 33.05	Supplies/Day Camp 5/10	1504(F) 5/10/24	$ 33.05
15171	2170 - US BANK	$ 59.24	Supplies/Day Camp 5/8	1504(G) 5/10/24	$ 59.24
15172	2170 - US BANK	$ 24.11	Supplies/Day Camp 5/8	1504(H) 5/10/24	$ 24.11
15173	2170 - US BANK	$ 79.67	Supplies/Teens/Youth Action Committee Recognition 5/8	1504(I) 5/10/24	$ 79.67

City of Cypress
Payment Register
05/11/24 - 06/07/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15174	2170 - US BANK	$ 52.79	Supplies/Youth Sports 5/1	2379 5/10/24	$ 52.79
15175	2170 - US BANK	$ 80.46	PD Custom Ink Stamps(2)/Ink(1 Btl) 4/24	2499 5/10/24	$ 80.46
15176	2170 - US BANK	$ 182.88	PD Handgun Boxes(40)Rifle Boxes(20) 4/19	2499(A) 5/10/24	$ 182.88
15177	2170 - US BANK	$ 68.62	PD Hand Sanitizer(24 Btls) 4/23	2499(B) 5/10/24	$ 68.62
15178	2170 - US BANK	$ 34.45	PD Sign Holders(6) 4/19	2499(C) 5/10/24	$ 34.45
15179	2170 - US BANK	$ 10.76	PD TV Remote Holder(1)/Emergency Operations Center 4/23	2499(D) 5/10/24	$ 10.76
15180	2170 - US BANK	$ 63.77	PD iPhone Cases(4)/Screen Protectors(4)/SIU 4/25	2499(E) 5/10/24	$ 63.77
15181	2170 - US BANK	$ 101.44	PD Chair(1)/Range 4/26	2499(F) 5/10/24	$ 101.44
15182	2170 - US BANK	$ 31.87	PD Floor Squeegee(1)/Mounting Hardware(1 Set)/Locker Room 5/3	2499(G) 5/10/24	$ 31.87
15183	2170 - US BANK	$ 11.73	PD Keys(4)/Range Lock Box 5/10	2499(H) 5/10/24	$ 11.73
15184	2170 - US BANK	$ 139.00	PD DVD-R(300)/Mobile Audio Video System 5/8	2499(I) 5/10/24	$ 139.00
15185	2170 - US BANK	$ 53.85	PD Knife Boxes(40) 5/9	2499(J) 5/10/24	$ 53.85
15186	2170 - US BANK	$ 94.80	PD HDMI Cables(2) 5/8	2499(K) 5/10/24	$ 94.80
15187	2170 - US BANK	$ 14.00	PD File Sorter(1)/CR 5/9	2499(L) 5/10/24	$ 14.00
15188	2170 - US BANK	$ 19.38	PD Sign Holders(3)/Range 5/10	2499(M) 5/10/24	$ 19.38
15189	2170 - US BANK	$ 91.03	Plaque(1)/ECOS/Made in Cypress Tribute 4/22	2518 5/10/24	$ 91.03
15190	2170 - US BANK	$ (24.81)	Credit/Microsoft Teams/Video Conferencing/CD 4/30-6/7	2518(A) 5/10/24	$ (24.81)
15191	2170 - US BANK	$ 150.00	Sub/Property Data/Code Enforcement & Planning 4/24	2518(B) 5/10/24	$ 150.00
15192	2170 - US BANK	$ 99.00	Sub/Survey Monkey/HR 5/3-6/2	2873 5/10/24	$ 99.00
15193	2170 - US BANK	$ (99.00)	Credit/Sub/Survey Monkey 5/3-6/2	2873(A) 5/10/24	$ (99.00)
15194	2170 - US BANK	$ 65.00	Svc/Bilingual Testing(1)/PD 5/7	2873(B) 5/10/24	$ 65.00
15195	2170 - US BANK	$ 183.51	Supplies/Employee Service Awards 5/9	2873(C) 5/10/24	$ 183.51
15196	2170 - US BANK	$ 21.55	Dues/Sam's Club Membership/Finance 4/10	3071 5/10/24	$ 21.55
15197	2170 - US BANK	$ 954.57	Shredder(1)/Finance 4/12	3071(A) 5/10/24	$ 954.57
15198	2170 - US BANK	$ 67.82	PD Broom(1)/Dustpan(1)/Range 4/16	4142 5/10/24	$ 67.82
15199	2170 - US BANK	$ 79.72	PD Fingerprint Ink Pads(60) 4/29	4142(A) 5/10/24	$ 79.72
15200	2170 - US BANK	$ 59.22	PD Anti-Lead Mats(120)/Range 5/3	4142(B) 5/10/24	$ 59.22

City of Cypress
Payment Register
05/11/24 - 06/07/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15201	2170 - US BANK	$ 87.86	PD Dog Food(1 Bag)/Bono 4/27	4289 5/10/24	$ 87.86
15202	2170 - US BANK	$ 74.97	Food/Sr Center 4/15	5166 5/10/24	$ 74.97
15203	2170 - US BANK	$ 18.86	Pens(12)/Sr Center 4/23	5166(A) 5/10/24	$ 18.86
15204	2170 - US BANK	$ 124.96	Coffee Urns(62)/Sr Center 4/25	5166(B) 5/10/24	$ 124.96
15205	2170 - US BANK	$ 33.39	Beverage Dispenser Stand(1)/Sr Center 4/25	5166(C) 5/10/24	$ 33.39
15206	2170 - US BANK	$ 75.41	Mobile File Cabinet(1)/Sr Center 4/25	5166(D) 5/10/24	$ 75.41
15207	2170 - US BANK	$ 17.77	Supplies/Concerts on the Green 4/26	5166(E) 5/10/24	$ 17.77
15208	2170 - US BANK	$ 4.32	Supplies/Sr Center Volunteer Recognition 4/26	5166(F) 5/10/24	$ 4.32
15209	2170 - US BANK	$ 22.62	Decor/Sr Center Dining Room 4/30	5166(G) 5/10/24	$ 22.62
15210	2170 - US BANK	$ 31.24	Supplies/Concerts on the Green 4/29	5166(H) 5/10/24	$ 31.24
15211	2170 - US BANK	$ 86.19	Prize Wheel(1)/Concerts on the Green 5/1	5166(I) 5/10/24	$ 86.19
15212	2170 - US BANK	$ 21.52	Decor/Sr Center Dining Room 5/1	5166(J) 5/10/24	$ 21.52
15213	2170 - US BANK	$ 413.01	Imprinted Magnets(2K)/Sr Transportation Program Giveaways 5/2	5178 5/10/24	$ 413.01
15214	2170 - US BANK	$ 958.89	Imprinted Grocery Tote(600)/Concert on the Green Giveaways 5/3	5178(A) 5/10/24	$ 958.89
15215	2170 - US BANK	$ 30.54	Control Module(1)/PD Briefing Room 4/17	5350 5/10/24	$ 30.54
15216	2170 - US BANK	$ 651.41	UPS Batteries(2)/PD & Maint Server Rooms 4/22	5350(A) 5/10/24	$ 651.41
15217	2170 - US BANK	$ (19.48)	Credit/Wall Plates(4)/IT 4/17	5350(B) 5/10/24	$ (19.48)
15218	2170 - US BANK	$ 363.50	Display Cables(25)/New Computers 4/30	5350(C) 5/10/24	$ 363.50
15219	2170 - US BANK	$ 35.54	Display Cables(2)/New Computers 4/30	5350(D) 5/10/24	$ 35.54
15220	2170 - US BANK	$ 154.33	Hard Drives(2)/PD Mobile Audio Visual Systems 5/13	5350(E) 5/10/24	$ 154.33
15221	2170 - US BANK	$ 82.30	Gift Cards(2)/Planters(2)/Trader Joes/Auction Donations 4/9	5530 5/10/24	$ 82.30
15222	2170 - US BANK	$ 54.83	Supplies/Citizens Academy 4/9	5530(A) 5/10/24	$ 54.83
15223	2170 - US BANK	$ 258.88	Supplies/Council Meeting 4/10	5530(B) 5/10/24	$ 258.88
15224	2170 - US BANK	$ 311.98	Meals(25)/Red Robin/Strategic Planning 4/17	5530(C) 5/10/24	$ 311.98
15225	2170 - US BANK	$ 1.26	Facebook Ad(1)/City Events 4/22	5530(D) 5/10/24	$ 1.26
15226	2170 - US BANK	$ 44.19	Facebook Ads(3)/City Events 4/23	5530(E) 5/10/24	$ 44.19
15227	2170 - US BANK	$ 375.57	Meals(25)/Taco Masa/Citizens Academy 4/24	5530(F) 5/10/24	$ 375.57

City of Cypress
Payment Register
05/11/24 - 06/07/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15228	2170 - US BANK	$ 3,092.17	Svc/Cater/OCCMA Meeting/Reimbursed 5/1	5530(H) 5/10/24	$ 3,092.17
15229	2170 - US BANK	$ 232.84	Imprinted Shirts(25)/Citizens Academy 5/14	5530(I) 5/10/24	$ 232.84
15230	2170 - US BANK	$ 385.99	Meals(25)/Kebab Shop/Citizens Academy 5/1	5530(J) 5/10/24	$ 385.99
15231	2170 - US BANK	$ 220.42	Meals(25)/Coach's Corner Pizza/Citizens Academy 5/8	5530(K) 5/10/24	$ 220.42
15232	2170 - US BANK	$ 4,498.08	Svc/Cater/OCCMA Meeting/Reimbursed 6/12	5530(L) 5/10/24	$ 4,498.08
15233	2170 - US BANK	$ 74.60	Copy Paper(10 Rms)/Admin 5/13	5530(M) 5/10/24	$ 74.60
15234	2170 - US BANK	$ 110.00	Sub/Mailchimp/Email Distribution/Admin 4/24	5530(G) 5/10/24	$ 110.00
15235	2170 - US BANK	$ 525.00	PD Reg/Driver Training(7) 7/12-7/25	6557 5/10/24	$ 525.00
15236	2170 - US BANK	$ 390.00	PD Reg/Law Enforcement Armorer/TM & MG 5/24	6557(A) 5/10/24	$ 390.00
15237	2170 - US BANK	$ 120.00	PD Arrest & Control Tactics/NG/JG/JH/CS/NP/SR 4/10	6557(B) 5/10/24	$ 120.00
15238	2170 - US BANK	$ 575.00	PD Reg/Investigative Interview & Interrogation//NT 7/15-7/19	6557(C) 5/10/24	$ 575.00
15239	2170 - US BANK	$ 226.00	PD Reg/Officer Involved Shooting Supervisor/JO 6/11-6/12	6557(D) 5/10/24	$ 226.00
15240	2170 - US BANK	$ 300.00	PD Reg/Investgtn/Discipline in Critical Incidents/ML & CR 8/14	6557(E) 5/10/24	$ 300.00
15241	2170 - US BANK	$ 315.17	PD Sandwiches(30)/Staff/Open House 5/9	6583 5/10/24	$ 315.17
15242	2170 - US BANK	$ 280.00	PD Reg/MADD Awards/ML & MT & SA & AS 5/9	6696 5/10/24	$ 280.00
15243	2170 - US BANK	$ 95.00	PD Reg/Cypress Chamber Business Awards/ML 6/6	6696(A) 5/10/24	$ 95.00
15244	2170 - US BANK	$ 492.50	Hotel/So Cal Assoc of Governments Conference/PG 5/1-5/2	7052 5/10/24	$ 492.50
15245	2170 - US BANK	$ 59.00	Reg/First Aid/CPR/AH 5/21	7072 5/10/24	$ 59.00
15246	2170 - US BANK	$ 474.08	Storage Racks(2)/Lexington Park 4/18	7667 5/10/24	$ 474.08
15247	2170 - US BANK	$ 42.45	Food/Cypress Art League Reception 4/18	7667(A) 5/10/24	$ 42.45
15248	2170 - US BANK	$ 4.00	Sub/OC Register Online/JD 5/1-5/29	7667(B) 5/10/24	$ 4.00
15249	2170 - US BANK	$ 48.47	Photo Backdrop(1)/Commissioner Appreciation Reception 4/24	7667(C) 5/10/24	$ 48.47
15250	2170 - US BANK	$ 51.17	Supplies/Sr Commissioner Appreciation Reception 5/9	7667(D) 5/10/24	$ 51.17
15251	2170 - US BANK	$ 72.38	Picture Frames(4)/Maint Yard 4/19	8723 5/10/24	$ 72.38
15252	2170 - US BANK	$ 120.78	Picture Matting(9)/Maint 4/25	8723(A) 5/10/24	$ 120.78
15253	2170 - US BANK	$ 62.76	Natural Gas(30.77 Gls)/Sweeper 4/22	8723(B) 5/10/24	$ 62.76
15254	2170 - US BANK	$ 475.49	Communication Switches(2)/PS #2 4/17	8731 5/10/24	$ 475.49

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15255	2170 - US BANK	$ 24.54	Handicap Door Stickers(3)/Sr Center 5/10	8731(A) 5/10/24	$ 24.54
15256	2170 - US BANK	$ 65.31	Caution Door Stickers(6)/Sr Center 5/9	8731(B) 5/10/24	$ 65.31
15257	2170 - US BANK	$ 125.00	Reg/2024 Municipal Mgmt Assoc Conf/KG 5/23	8764 5/10/24	$ 125.00
15258	2170 - US BANK	$ 50.00	Reg/OC Traffic Engineering Council Mtg/NM & DC 4/25	9131 5/10/24	$ 50.00
15259	2170 - US BANK	$ 180.00	License/Civil Engineer/NM 7/1/24-6/30/25	9131(A) 5/10/24	$ 180.00
15260	2170 - US BANK	$ 118.00	Reg/City Engineers Assoc of OC Mtg/MN & DC 6/3	9131(B) 5/10/24	$ 118.00
15261	2170 - US BANK	$ 161.61	TV Mount(1)/Sr Center Lobby 4/19	9213 5/10/24	$ 161.61
15262	2170 - US BANK	$ 996.26	Podium/Lectern(1)/Sr Center 4/25	9213(A) 5/10/24	$ 996.26
15263	2170 - US BANK	$ 536.11	Wall Clocks(8)/Sr Center 4/29	9213(B) 5/10/24	$ 536.11
15264	2170 - US BANK	$ 80.79	Photo Backdrop(1)/Sr Center Volunteer Recognition 4/25	9213(C) 5/10/24	$ 80.79
15265	2170 - US BANK	$ 90.36	Decor/Sr Center Volunteer Recognition 4/25	9213(D) 5/10/24	$ 90.36
15266	2170 - US BANK	$ 19.33	Media Mount(1)/Sr Center Exercise Room 4/24	9213(E) 5/10/24	$ 19.33
15267	2170 - US BANK	$ 87.26	Decor/Sr Center Computer Lab 4/25	9213(F) 5/10/24	$ 87.26
15268	2170 - US BANK	$ 232.56	Desk Chairs(8)/Sr Center Computer Lab 4/29	9213(G) 5/10/24	$ 232.56
15269	2170 - US BANK	$ 140.06	Mobile Whiteboard(1)/Sr Center 4/30	9213(H) 5/10/24	$ 140.06
15270	2170 - US BANK	$ 23.69	Photo Backdrop(1)/Recreation Events 4/25	9213(I) 5/10/24	$ 23.69
15271	2170 - US BANK	$ 26.93	Photo Backdrop(1)/Recreation Events 4/26	9213(J) 5/10/24	$ 26.93
15272	2170 - US BANK	$ 26.91	Decor/Sr Center Events 4/29	9213(K) 5/10/24	$ 26.91
15273	2170 - US BANK	$ 163.44	Stage Skirting(20 Ft)/Recreation Events 5/6	9213(L) 5/10/24	$ 163.44
15274	2170 - US BANK	$ 64.56	Decor/Salute to America 5/7	9213(M) 5/10/24	$ 64.56
15275	2170 - US BANK	$ 226.23	Table Covers(30)/Salute to America 5/6	9213(N) 5/10/24	$ 226.23
15276	2170 - US BANK	$ 10.00	Svc/Box/Staff Document Review/Engineering 4/29-5/28	9399 5/10/24	$ 10.00
15277	2170 - US BANK	$ 1,260.00	Svc/Quickbase/Bldg/Public Works 5/5-6/4	9399(A) 5/10/24	$ 1,260.00
15278	2170 - US BANK	$ 218.90	PD Plain Clothes Holsters(2)/CIB 5/13	9844 5/10/24	$ 218.90
15279	2170 - US BANK	$ 30.00	PD Dues/CA Homicide Investigators Assoc/JH 3/8/24-3/7/25	9844(A) 5/10/24	$ 30.00
15280	2170 - US BANK	$ 30.00	PD Dues/CA Homicide Investigators Assoc/NG 3/8/24-3/7/25	9844(B) 5/10/24	$ 30.00
15281	2170 - US BANK	$ 30.00	PD Dues/CA Homicide Investigators Assoc/SR 5/24/24-5/23/25	9844(C) 5/10/24	$ 30.00

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15282	2170 - US BANK	$ 30.00			
			PD Dues/CA Homicide Investigators Assoc/EC 3/8/24-3/7/25	9844(D) 5/10/24	$ 30.00
15283	2170 - US BANK	$ 25.00			
			PD Dues/OC Homicide Investigators Assoc/NG 1/1/24-12/31/24	9844(E) 5/10/24	$ 25.00
15284	2170 - US BANK	$ 99.13			
			PD Faraday Bags(4) 5/6	9844(F) 5/10/24	$ 99.13
15285	2170 - US BANK	$ 26.94			
			PD Faraday Bag(1) 5/6	9844(G) 5/10/24	$ 26.94
15286	2170 - US BANK	$ 40.00			
			PD Death Certificates(2)/Arizona Office of Vital Records 5/14	9844(H) 5/10/24	$ 40.00
15287	2170 - US BANK	$ 385.52			
			Reimbursed Charge/PG 5/3-5/4	7052(A) 5/10/24	$ 385.52
15288	2424 - LAZARO, ROBERT	$ 500.00			
			Refund/Recycling Deposit/CDD-24-89/10262 Lorraine Lane	Rfd 6/7/24	$ 500.00
15289	2423 - PATEL, KAUSHALKUMAR	$ 500.00			
			Refund/Recycling Deposit/CDD-23-213/8782 Walker	Rfd 6/7/24	$ 500.00
15290	2422 - NISSAN, VERED	$ 500.00			
			Refund/Recycling Deposit/CDD-23-202/5541 Newman St	Rfd 6/7/24	$ 500.00
15291	2327 - CUEVAS, LAURA	$ 500.00			
			Refund/Recycling Deposit/CDD-23-286/6443 Anguilla Ave	Rfd 6/7/24	$ 500.00
15292	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	$ 188,809.09			
			Med Insurance/City & Dist 6/24	17546917	$ 188,809.09
15293	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	$ 16,172.75			
			Med Insurance/West Comm 6/24	17547156	$ 16,172.75
15294	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	$ 1,555.74			
			Svc/Business License Tax Admin 4/24	APR24	$ 1,555.74
15295	1480 - ARCO BUSINESS SOLUTIONS	$ 33.49			
			Fuel/Finance 5/3-6/2	NP66569900	$ 33.49
15296	1480 - ARCO BUSINESS SOLUTIONS	$ 74.14			
			Fuel/Community Development 5/3-6/2	NP66569900(A)	$ 74.14
15297	1480 - ARCO BUSINESS SOLUTIONS	$ 178.57			
			Fuel/Engineering 5/3-6/2	NP66569900(B)	$ 178.57
15298	1480 - ARCO BUSINESS SOLUTIONS	$ 3,522.22			
			Fuel/Maint 5/3-6/2	NP66569900(C)	$ 3,522.22
15299	1480 - ARCO BUSINESS SOLUTIONS	$ 17,872.63			
			Fuel/Police 5/3-6/2	NP66569900(D)	$ 17,872.63
65248	1346 - A1 TEST ONLY & SMOG	$ 180.00			
			Svc/Smog Test/Unit #118	034976 5/3/24	$ 60.00
			Svc/Smog Test/Unit #160	1146047 5/15/24	$ 40.00
			Svc/Smog Test/Unit #647	7WUB041 5/14/24	$ 40.00
			Svc/Smog Test/Unit #802	1218593 5/7/24	$ 40.00
65249	290 - AC EXCHANGE AUTO	$ 325.75			
			Repair/Air Conditioner/Unit #149	052341	$ 325.75

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65250	100723 - ALESHIRE & WYNDER, LLP	$ 30,686.55			
			Legal Svc/CA Aware 4/24	86164	$ 1,019.00
			Legal Svc/Citrus Square 4/24	86161	$ 3,068.00
			Legal Svc/Code Enforcement 4/24	86160	$ 16.00
			Legal Svc/Engineering 4/24	86156	$ 2,263.50
			Legal Svc/Finance 4/24	86157	$ 26.50
			Legal Svc/General Admin 4/24	86151	$ 1,735.00
			Legal Svc/Housing 4/24	86161(A)	$ 256.15
			Legal Svc/HR 4/24	86154	$ 413.00
			Legal Svc/Planning 4/24	86155	$ 1,378.00
			Legal Svc/Planning/5665 Plaza Dr 4/24	86155(A)	$ 185.50
			Legal Svc/Police 4/24	86159	$ 79.50
			Legal Svc/Recreation 4/24	86158	$ 477.00
			Legal Svc/Refuse 4/24	86608	$ 100.00
			Litigation Svc/CVRA Challenge 4/24	86163	$ 944.00
			Litigation Svc/General Admin 4/24	86153	$ 1,791.50
			Litigation Svc/Ihrig 4/24	86166	$ 6,511.26
			Litigation Svc/Singh 4/24	86167	$ 619.00
			Litigation Svc/Sokmen 4/10	85762	$ 2,575.00
			Litigation Svc/Sokmen 4/24	86162	$ 6,524.50
			Litigation Svc/Youngsma 4/24	86165	$ 704.14
65251	128591 - ALIN PARTY SUPPLY CO-PARTY DEPOT	$ 143.18			
			Supplies/Sr Center 4/29	597549	$ 143.18
65252	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 16,249.91			
			Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 4/14-4/27	93066(A)	$ 722.70
			Crossing Guard Svcs(644.55 Hrs) 4/14-4/27	93066	$ 15,527.21
65253	1403 - ALL STAR ELITE SPORTS	$ 1,123.45			
			Shirts/Youth(120)/Coaches(16)/Youth Basketball 4/25	4196	$ 1,123.45
65254	101016 - ANAHEIM UNION HIGH SCHOOL DISTRICT	$ 20,000.00			
			Shared Cost/Electronic Marquee/Oxford High School	64TI0541	$ 20,000.00
65255	1200 - ANNEALTA GROUP	$ 5,502.50			
			Consult/Planning/Commons Housing/Cypress Town Center 4/24	3202	$ 3,332.50
			Svc/Planning Project Management & Support Assistance 4/24	3200	$ 2,092.50
			Svc/Planning Project Manager/Housing Element Implementation 4/24	3201	$ 77.50
65256	102968 - APOLLO PRINTING & GRAPHICS	$ 156.24			
			Svc/Print Postcards(530)/Salute to America 5/15	288431	$ 156.24
65257	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	$ 29,942.05			
			Final/Inspect/Parking Lot Resurface/Veteran/Cedar Glen Prks 4/24	148937	$ 72.50
			Inspect/Residential Street Resurfacing 4/24	149300	$ 24,193.40
			Inspect/Roof Replacement/Community Center 4/24	149065	$ 1,349.75
			Inspect/Various Non-CIP Engineering Permits 4/24	149062	$ 3,526.40
			Svc/City Engineer 4/24	148975	$ 800.00
65258	110860 - AT&T	$ 2,569.70			
			9391033694-PW Phone Svc 4/24	4/24(L)	$ 155.55
			9391033695-Civic Center Phone Svc 4/24	4/24(J)	$ 28.93
			9391033698-PW Phone Svc 4/24	4/24(K)	$ 29.24
			Phone Svc/Multi-Line 4/13-5/12	4/13/24-5/12/24	$ 2,355.98
65259	109327 - BEE REMOVERS - HONEYCOTT, INC	$ 140.00			
			Svc/Bee Removal/Sr Center 5/2	602223	$ 140.00
65260	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 9,969.89			
			Insurance/Life/LTD/STD/Optional 6/24	14607	$ 9,969.89
65261	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 10,581.47			
			Insurance/Dental & Vision/City & Dist 6/24	B0DH48	$ 9,656.15
			Insurance/Vision Claims/City & Dist & West Comm 4/24	B0DFJH	$ 925.32

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65262	705 - BOA ARCHITECTURE	$ 6,500.00			
			Final/Construct Support/Comm Center HVAC & Roof Project	21-2953-2	$ 6,500.00
65263	123 - BOB PETERS FIRE PROTECTION, INC	$ 2,000.00			
			Svc & Repair/Fire Sprinklers/City Hall 12/12	130464-1	$ 950.00
			Svc/Fire Sprinklers/Comm Center 12/12	130464-3	$ 350.00
			Svc/Fire Sprinklers/PD 12/12	130464-2	$ 350.00
			Svc/Fire Sprinklers/Sr Center 12/12	130464-4	$ 350.00
65264	111259 - BON AIR, INC	$ 113,405.92			
			Final/Construct/HVAC & Roof/Comm Center 4/2-5/31	4-FInal	$ 113,405.92
65265	2206 - BUCKNAM INFRASTRUCTURE GROUP INC	$ 3,825.50			
			Final/Svc/Update Pavement Mgmt Program 4/24	385-01.08	$ 3,825.50
65266	2171 - CENTENO, TIFFINY	$ 48.00			
			Meals/Active Shooter Response 3/27-3/29	5/24/24(A)	$ 36.00
			Meals/Sexual Assault Investigations for First Responders 4/25	5/24/24	$ 12.00
65267	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 1,552.01			
			W/C CAD/RMS Ethernet Connections 4/4-6/3	0026082050524	$ 988.26
			W/C Svc/Internet 4/24	218496501050124	$ 563.75
65268	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	$ 10,000.00			
			Svc/City Strategic Communications Support 4/24	2402-782	$ 10,000.00
65269	1439 - CORODATA MEDIA STORAGE, INC	$ 154.76			
			Offsite Data Storage 4/24	DS1308798	$ 154.76
65270	115003 - COUNTY OF ORANGE	$ 5,335.00			
			Parking Violations 4/24	4/24	$ 5,335.00
65271	116854 - DATA TICKET INC-MSB	$ 1,643.20			
			Parking Citation Processing 4/24	164640	$ 1,643.20
65272	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 640.00			
			Svc/Fingerprints()/Recreation Contractor 4/24	733425(C)	$ 32.00
			Svc/Fingerprints(1)/City 4/24	733425	$ 32.00
			Svc/Fingerprints(1)/PD 4/24	733425(B)	$ 32.00
			Svc/Fingerprints(17)/Recreation 4/24	733425(A)	$ 544.00
65273	1296 - EDCO CNG	$ 1,219.74			
			Natural Gas(333.98 Gls)/Sweepers(2) 4/16-4/30	05062024-6	$ 1,075.42
			Natural Gas(44.82 Gls)/Sewer Truck(1) 4/16-4/30	05062024-6(A)	$ 144.32
65274	1071 - ELECTRIC CAR SALES SERVICE	$ 727.31			
			Rent/Electric Utility Cart(1)/Salute to America 6/28-7/1	68987	$ 727.31
65275	2400 - ELEVANCE INC STEVE TRAN	$ 3,319.07			
			Svc/Tint Windows/Sr Center 5/14	3149	$ 3,319.07
65276	1488 - ENTERPRISE HOLDINGS INC	$ 3,571.54			
			PD Rental Car(1) 2/19-3/18	35844086	$ 776.80
			PD Rental Car(1) 2/2-3/1	35844086(C)	$ 773.32
			PD Rental Car(1) 3/1-3/31	35844086(B)	$ 834.13
			PD Rental Car(1) 3/18-4/17	35844086(A)	$ 1,187.29
65277	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	$ 228.18			
			PD Exam Gloves(2K) 5/9	INV625450	$ 228.18
65278	106039 - FEDERAL EXPRESS CORP	$ 85.72			
			Svc/Sheppard Mullin/Notarized Termination Agreement 5/7	849648631	$ 42.95
			Svc/Sheppard Mullin/Termination of Agreement 4/30	848907966	$ 42.77
65279	2132 - FERGUSON ENTERPRISES LLC	$ 484.08			
			Toilet(1)/Toilet Tank(1)/Misc/Civic Center Green Restroom 4/24	3537383	$ 484.08

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65280	119018 - GOLDEN STATE WATER COMPANY	$ 36,418.81			
			Svc/Athletic Fields 4/24	4/24(H)	$ 1,028.76
			Svc/Civic Center 4/24	4/24(I)	$ 3,024.22
			Svc/Community Center 4/24	4/24(D)	$ 43.26
			Svc/Lexington Park 4/24	4/24(F)	$ 2,332.99
			Svc/Maint Yard Landscaping 4/24	4/24(G)	$ 806.85
			Svc/Parks Landscaping 4/24	4/24(K)	$ 12,821.75
			Svc/Parks Landscaping 5/24	5/24	$ 1,905.55
			Svc/Parkway Maint 4/24	4/24(L)	$ 5,731.72
			Svc/Parkway Maint 5/24	5/24(A)	$ 6,682.79
			Svc/Sr Center 4/24	4/24(E)	$ 652.76
			Svc/Stanton Channel Berm 4/24	4/24(J)	$ 1,388.16
65281	110049 - GREAT SCOTT TREE SERVICE INC	$ 7,651.25			
			Emergency Svc/Trim Tree(1) 4/29	52856	$ 690.00
			Svc/Remove Trees(2) 4/30	52917	$ 2,160.00
			Svc/Trim Trees(13) 4/24	52916	$ 2,070.00
			Svc/Trim Trees(2) 5/1	52962	$ 1,035.00
			Svc/Trim Trees(24) 4/23	52915	$ 1,696.25
65282	2283 - GREENFIELD LANDSCAPING & MAINT INC	$ 886.75			
			Install/Sprinkler Timer/Moody & Sorrento 1/12	L3459	$ 886.75
65283	110815 - GRIFFIN STRUCTURES INC	$ 42,290.84			
			Construct Mgmt/Arnold Cypress Park Rehab 4/24	GSI-CACPR448-05	$ 42,290.84
65284	1464 - HANLEY CHESS ACADEMY	$ 994.50			
			Instruct/Chess 3/26-4/30	4/30/24	$ 994.50
65285	103008 - HARTZOG & CRABILL	$ 1,755.00			
			Svc/Monitor Traffic Signals 4/24	24-0313	$ 1,755.00
65286	128739 - HOME DEPOT CREDIT SVC-MAINT	$ 693.18			
			Supplies/Maint 4/24	5/24/24	$ 693.18
65287	117233 - HOME DEPOT CREDIT SVC-REC #0720	$ 144.09			
			Anchor Bolts(25)/Stud Finder(1)/Sr Center 4/23	3613288	$ 42.90
			Chain(5 Ft)/Sr Center Ice Scoop 4/16	610090	$ 18.91
			Disposable Gloves(100)/Facility Operations/Recreation 4/22	4055171	$ 19.36
			Supplies/Facility Operations/Recreation 4/22	4055172	$ 62.92
65288	103024 - JHM & CARSON SUPPLY	$ 94.44			
			Irrigation Adapter(1)/Couplings(26)Elbow(25) 5/13	95499/3	$ 49.45
			Irrigation Fittings(60)/PVC Cement(8 Oz) 5/16	95722/3	$ 44.99
65289	111037 - KNOTTS BERRY FARM	$ 1,792.00			
			Excursion(56)/Soak City/Day Camp 7/31	SC24-000046	$ 1,792.00
65290	1269 - LANCE, SOLL & LUNGHARD, LLP-LSL	$ 4,378.00			
			Svc/Annual Financial Statement Preparation FYE 6/30/23	61772(A)	$ 750.00
			Svc/Financial Audit FYE 6/30/23	61772	$ 3,628.00
65291	107918 - LIGHTS OUTT WINDOW TINTING-JONES, DEREK	$ 75.00			
			Svc/Tint Windows/Unit #653	4524	$ 75.00
65292	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	$ 820.40			
			PD Motorcycle Cleaner(12 Btls) 5/7	259456	$ 168.15
			PD Replace/Battery/Motor Unit #658	49574	$ 233.01
			PD Replace/Tire/Motor Unit #663	49528	$ 419.24
65293	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRI	$ 982.68			
			Staff Shirts(109)/Recreation 5/24	101151	$ 982.68
65294	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	$ 25.00			
			PD Svc/Shooting Range(1)/SWAT 4/11	37511809	$ 25.00
65295	347 - MOUNTAIN MEDICAL	$ 3,786.38			
			Treadmill(1)/Sr Center 4/25	9016	$ 3,786.38

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65296	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	$ 481.53			
			Brake Rotors(4)/Brake Pads(2) 5/16	460381	$ 481.53
65297	672 - O'REILLY AUTO PARTS	$ 201.46			
			Oil Filters(5)/Motor Oil(10 Qts)/Misc 5/16	3078-482960	$ 201.46
65298	129575 - PARKHOUSE TIRE INC	$ 861.19			
			Sweeper Tires(2) 4/1	1020281815	$ 861.19
65299	194 - PAUL, BROCK	$ 1,320.00			
			Tuition/Criminal Investigation/July 2023-April 2024	Tuit 5/24/24	$ 1,320.00
65300	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	$ 389.65			
			Svc/Car Wash/PD(35) 4/24	2170	$ 389.65
65301	871 - PEREZ, DIANA	$ 200.20			
			Instruct/Shaping It Up 4/17-5/15	5/15/24	$ 200.20
65302	1970 - PERFORMANCE PICKLEBALL, LLC	$ 253.50			
			Instruct/Youth Pickleball 4/7-5/5	5/5/25	$ 253.50
65303	110498 - PLANNING DIRECTORS ASSOC OF OC	$ 150.00			
			Dues/Planning Directors Assoc of OC/AV 2024	2024-00007	$ 150.00
65304	2340 - PRESTIGE PAVING COMPANY PRESTIGE STRIPING SVC	$ 11,504.83			
			Construct/Parking Lot Resurface/Veteran/Cedar Glen Prks 1/6-4/30	60045	$ 11,504.83
65305	2236 - PROACTIVE WORK HEALTH SERVICES	$ 5,811.00			
			Pre-Place Physical(18)/Dist 4/24	15079_88681(A)	$ 4,839.00
			Pre-Place Physical(2)/City 4/24	15079_88681	$ 972.00
65306	2274 - R&S OVERHEAD DOORS OF SO CAL INC	$ 420.00			
			Repair/PD Rolling Gate 4/29	4-30-995017	$ 420.00
65307	2233 - REYES, BRIANNA	$ 48.00			
			Meals/Report Writing 4/22-4/24	5/24/24	$ 36.00
			Meals/Tactical Emergency Casualty Care 4/25	5/24/24(A)	$ 12.00
65308	2415 - RITE-WAY ROOF CORPORATION	$ 71,218.21			
			Construct/Roof Replacement/Community Center 4/24	1-4/24	$ 71,218.21
65309	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	$ 500.00			
			Consult/Affordable Housing/Citrus Square Senior Community 4/24	I011807	$ 500.00
65310	2389 - SAFEWARE, INC	$ 1,401.83			
			PD Less Lethal Ammo(50 Rnds) 5/1	30203448	$ 1,401.83
65311	792 - SAN DIEGO REGIONAL TRAINING CENTER	$ 115.00			
			PD Reg/Court & Temporary Holding Facilities/JO 10/1	PD Reg 10/1/24	$ 115.00
65312	1999 - SIRIGOS, ARTEMIOS	$ 12.00			
			Meals/DUI Checkpoints-Planning & Mgmt 4/29	5/24/24	$ 12.00
65313	165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG	$ 1,201.60			
			Disposable Gloves(2K) 5/8	8418	$ 438.83
			First Aid Kits(10)/Vehicles 4/24	8375	$ 282.72
			Safety Glasses(24 Pr)/Rain Jackets(2)/Misc 4/24	8375(A)	$ 480.05
65314	119016 - SO CAL EDISON	$ 115,898.00			
			700351486618 Svc/Willow Park 4/24	4/24(C)	$ 386.86
			700370018870 - Svc/Traffic Signal 4/24	4/24(D)	$ 98.55
			700428641933 Svc/Mackay Park 4/24	4/24(E)	$ 109.28
			700564248438 Svc/Traffic Signals 4/24	4/24(B)	$ 3,156.86
			700710877173 - Svc/Lexington Park 5/24	5/24	$ 2,749.50
			Svc/Citywide 3/13-4/11	3/13/24-4/11/24	$ 109,396.95
65315	119017 - SO CAL GAS CO	$ 72.72			
			08131074000 Svc/Storm Drain 5/24	5/24(B)	$ 19.84
			14011061398 Svc/Storm Drain 5/24	5/24(A)	$ 29.47
			16111070716 Svc/Storm Drain 5/24	5/24	$ 23.41

City of Cypress
Payment Register
05/11/24 - 06/07/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
65316	543 - SORVILLO, BRYAN	$ 10,999.00			
			Instruct/Group Tennis 3/25-5/3	5/3/24	$ 9,711.00
			Instruct/Private Tennis 3/24	3/24	$ 392.00
			Instruct/Private Tennis 4/24	4/24	$ 896.00
65317	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	$ 161.81			
			Fee/AQMD/Emergency Generator/Civic Center 2023-24	4346750	$ 161.81
65318	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 65.00			
			PD Svc/Shredding 5/6	253812	$ 65.00
65319	125888 - SPARKLETTS	$ 370.46			
			Comm Center Bottled Water 4/24	4104724 4/24	$ 30.93
			Maint Bottled Water 4/24	4106666 4/24	$ 153.45
			PD Bottled Water 4/24	4104648 4/24	$ 155.65
			Print Shop Bottled Water 4/24	4105217 4/24	$ 12.97
			Sr Center Bottled Water 4/24	4104716 4/24	$ 17.46
65320	116238 - STAPLES BUSINESS ADVANTAGE	$ 335.78			
			Chair Mat(1)/Air Duster(8 Cns) 4/10	6001125076	$ 89.48
			Colored Paper(2 Rms)/Pens(36)/Misc 5/3	6002062003	$ 79.77
			Credit/Chair Mat(1) 4/17	6001413713	$ (50.17)
			Floor Mat(1) 4/17	6001661279	$ 172.35
			Mailing Seals(1.4K)/Rubber Bands(6 Lbs) 4/4	6001046161	$ 44.35
65321	122963 - STERICYCLE INC	$ 45.50			
			PD Med Waste Removal 5/24	8006923821	$ 45.50
65322	122862 - STEVEN ENTERPRISES INC	$ 830.45			
			Plotter Ink(6 Cartridges)/Bond Paper(4 Rls)/Engineering 4/23	0471668IN	$ 830.45
65323	1348 - SUPPLY SOLUTIONS-SIGNAL HILL AUTO ENTERPRISES, INC	$ 946.73			
			Trash Can Liners(2K) 4/23	060557	$ 946.73
65324	588 - THE COUNSELING TEAM INTERNATIONAL	$ 1,000.00			
			PD Svc/Employee Counseling 5/24	INV100170	$ 1,000.00
65325	2067 - THE ORIGINAL GOODIE'S UNIFORM	$ 1,348.41			
			PD Safety Gear/Aide KArias	15876	$ 751.30
			PD Uniform/Aide/KArias	15874	$ 597.11
65326	725 - TICORAT, NATHAN	$ 48.00			
			Meals/Standardized Field Sobriety Testing 5/6-5/8	5/24/24(A)	$ 36.00
			Meals/Tactical Emergency Casualty Care 4/25	5/24/24	$ 12.00
65327	1139 - UNIFIRST CORP	$ 1,290.86			
			Uniforms/Mats/Mops/Towels 4/24	4/24	$ 1,290.86
65328	1997 - VACCARO, FRANK WEST COAST OFFICIALS	$ 1,716.00			
			Officials(26 Games)/Youth Basketball 6/1-6/17	1611	$ 1,716.00
65329	2072 - VELASCO, ALICIA	$ 202.80			
			Executive Mgmt Wellness Program 2024	Reimb 5/24/24	$ 202.80
65330	112149 - WESTERN EXTERMINATOR COMPANY	$ 460.00			
			Svc/Pest Control/Citywide 4/24	394208C	$ 460.00
65331	100791 - WESTERN GRAPHIX	$ 195.00			
			PD Repair/ID Card Printer 4/25	59187	$ 195.00
65332	1962 - WEX HEALTH INC	$ 86.25			
			Admin Fee/FSA 4/24	0001945605IN	$ 86.25
65333	2044 - YOUTH EVOLUTION ACTIVITIES	$ 257.40			
			Instruct/Youth Basketball 3/28-5/2	5/2/24	$ 257.40
65334	1974 - YUNEX LLC	$ 8,142.00			
			Install/Traffic Signal Heads/Moody & Ball 10/4	90001094	$ 7,595.00
			Repair/Street Lights 1/24	5610001367	$ 297.00
			Svc/Street Light Survey 2/24	90001701	$ 250.00
65335	0 - CORONA, FRANKY	$ 150.00			
			Refund/Facility Deposit/Contract #8384	Rfd 5/24/24	$ 150.00

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05/11/24 - 06/07/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
65336	0 - CYPRESS FRIDAY NIGHT LIGHTS	$ 150.00			
			Refund/Facility Deposit/Contract #8317	Rfd 5/24/24	$ 150.00
65337	0 - ENCARNACION, JULIETTE	$ 200.00			
			Refund/Facility Deposit/Contract #8438	Rfd 5/24/24	$ 200.00
65338	0 - FC PREMIER CYPRESS	$ 150.00			
			Refund/Facility Deposit/Contract #8629	Rfd 5/24/24	$ 150.00
65339	0 - KIM, JIN KOOK	$ 150.00			
			Refund/Facility Deposit/Contract #8281	Rfd 5/24/24	$ 150.00
65340	0 - KOREAN-AMERICAN OB SOCCER CLUB	$ 150.00			
			Refund/Facility Deposit/Contract #8316	Rfd 5/24/24	$ 150.00
65341	0 - LEDFORD, BRANDON	$ 150.00			
			Refund/Facility Deposit/Contract #8363	Rfd 5/24/24	$ 150.00
65342	0 - TADEO JR, ORLANDO	$ 792.00			
			Refund/Rental Fee/Contract #8737	Rfd 5/24/24	$ 792.00
65343	1346 - A1 TEST ONLY & SMOG	$ 40.00			
			Svc/Smog Test/Unit #648	7WFU180 5/29/24	$ 40.00
65344	106914 - ADMINSURE	$ 3,477.00			
			Workers Comp Claims Admin 6/24	16971	$ 3,477.00
65345	2319 - ALEX MACIAS DOG TRAINING LLC LEXANDRA MACIAS	$ 390.00			
			Instruct/Dog Training 4/7-5/19	5/19/24	$ 390.00
65346	122455 - ALL AMERICAN SIGN CO, INC	$ 75.69			
			Update Banners(3)/Salute to America 5/17	55706	$ 75.69
65347	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 16,190.65			
			Crossing Guard Svc(30 Hrs)/Orange & Grindlay 4/28-5/11	93382(A)	$ 722.70
			Crossing Guard Svc(642.09 Hrs) 4/28-5/11	93382	$ 15,467.95
65348	111251 - ANIMAL FRIENDS PET HOTEL COMMUNITY VET HOSPITAL	$ 190.00			
			PD Svc/K9 Boarding/Bono 5/10-5/12	520963	$ 190.00
65349	110860 - AT&T	$ 1,320.99			
			W/C Svc/Priority Radio Line 5/24	000021793625	$ 1,320.99
65350	110860 - AT&T	$ 2,580.28			
			Cell Svc/Maint 5/24	5/24(E)	$ 54.92
			Cell Svc/PD 5/24	5/24(C)	$ 147.47
			PD Svc/Mobile Data 5/24	5/24(G)	$ 2,101.28
			Svc/Engineering Mobile Hotspots 5/24	5/24(A)	$ 80.48
			Svc/Planning iPads 5/24	5/24(B)	$ 66.44
			Wireless Svc/Sewer Truck & Myra Pump Station #2 5/24	5/24(D)	$ 129.69
65351	110860 - AT&T	$ 29.12			
			9391033696-PD Phone Svc 5/24	5/24(F)	$ 29.12
65352	110860 - AT&T	$ 1.70			
			East Wing Fax Line 5/24	5/24(H)	$ 1.70
65353	1444 - AXON ENTERPRISE, INC	$ 77,979.62			
			PD Mobile Audio Video Systems(21) 1/24	INUS221494A	$ 77,979.62
65354	1232 - BANNER BANK	$ 31,477.83			
			Retention/RJ Noble/Construct/Street Resurfacing 4/24	1-4/24	$ 31,477.83
65355	109327 - BEE REMOVERS - HONEYCOTT, INC	$ 405.00			
			Svc/Bee Removal 5/13	602286	$ 140.00
			Svc/Bee Removal 5/22	602316	$ 265.00
65356	1075 - BIG AIR TRAMPOLINE PARK	$ 975.00			
			Excursion(65)/Day Camp 6/19	31,702	$ 975.00
65357	2371 - BIONERDS	$ 1,073.80			
			Instruct/Biology Class 3/26-5/28	5/28/24	$ 1,073.80
65358	2205 - BP FORD OF LONG BEACH	$ 3,918.91			
			Motor(1)/Fan(1) 5/16	214372FOW	$ 238.14
			Replace/Catalytic Converters(2)/Unit #606	FOCB713642	$ 3,680.77

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
65359	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	$ 32,801.90			
			Svc/Landscape/Sr Center 5/24	8887276	$ 32,801.90
65360	2391 - BUENA PARK CINEMAS	$ 1,171.50			
			Excursion(71)/Day Camp 6/19	6/19/24	$ 1,171.50
65361	2118 - CASC ENGINEERING AND CONSULTING, INC	$ 7,265.63			
			Consult/Modernization & Integration/Business Park 4/24	0051174	$ 7,265.63
65362	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 1,734.91			
			Svc/Cable TV 5/10-6/9	0079111051024	$ 139.95
			Svc/Internet Access 5/15-6/14	0002117051724	$ 1,594.96
65363	1066 - CHUSHINKAN DOJO	$ 78.00			
			Instruct/Iaido 4/10-5/25	5/25/24	$ 78.00
65364	1617 - CONTROL AIR ENTERPRISES LLC	$ 85.00			
			Svc/HVAC Excessive Air Flow Noise/Comm Center 5/13	3089847	$ 85.00
65365	2356 - CORRAL CONSTRUCTION & DEVELOPMENT INC.	$ 8,650.05			
			Retention/Construct/City Hall Public Restroom	873425	$ 8,650.05
65366	115003 - COUNTY OF ORANGE	$ 300,452.96			
			Svc/Animal Care 1/1/24-3/31/24	AC2490068	$ 300,452.96
65367	102123 - DELL MARKETING LP-DELL USA LP	$ 1,272.70			
			Laptop Wireless Keyboards(36)/Mouse(36) 4/25	10743276970	$ 1,272.70
65368	100501 - ECS IMAGING INC	$ 5,235.00			
			LaserFische Licensing(10 Users) 4/21/24-4/20/25	18569	$ 5,235.00
65369	129120 - EMPLOYMENT DEVELOPMENT DEPT	$ 2,448.00			
			Unemployment Insurance/City 1/1/24-3/31/24	94408853 1-3/24	$ 2,345.00
			Unemployment Insurance/Recreation 1/1/24-3/31/24	94408853A 1-3/24	$ 103.00
65370	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	$ 368.12			
			PD Exam Gloves(3K) 5/28	INV627447	$ 368.12
65371	106039 - FEDERAL EXPRESS CORP	$ 98.85			
			Svc/Jarrod Stern/Property Inspection Letters(3) 5/21	850966186	$ 98.85
65372	1115 - FRONTIER	$ 2,756.74			
			7148996947 - Phone Svc/Sewers 6/24	6/24	$ 61.25
			W/C Phone Svc/5624931036 6/24	6/24(A)	$ 78.22
			W/C Phone Svc/5627955413 6/24	6/24(B)	$ 2,617.27
65373	2379 - FUNCTIONAL FITNESS PRODUCTS	$ 8,559.93			
			PD Fitness Equipment(74 Pcs)/Gym 4/3 & 5/28	6447	$ 8,559.93
65374	2276 - GENESIS BUILDERS, INC K2 PAINTING	$ 50,909.69			
			Retention/Construct/Sr Center Improvements	453	$ 50,909.69
65375	119018 - GOLDEN STATE WATER COMPANY	$ 6,680.60			
			Svc/Athletic Fields 4/24	4/24(Z)	$ 557.16
			Svc/Parkway Maint 1/24-5/24	1/24-5/24	$ 74.73
			Svc/Parkway Maint 2/24-4/24	2/24-4/24	$ 211.44
			Svc/Parkway Maint 2/24-5/24	2/24-5/24	$ 368.93
			Svc/Parkway Maint 5/24	5/24(C)	$ 4,765.98
			Svc/Storm Drain 5/24	5/24(B)	$ 702.36
65376	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	$ 695.00			
			Svc/Video Stream/Council Meetings 6/24	184540	$ 695.00
65377	110049 - GREAT SCOTT TREE SERVICE INC	$ 46,016.00			
			Svc/Trim Trees(142)/Sorrento Dr 5/21	53056	$ 11,520.00
			Svc/Trim Trees(451)/Ball Road 5/8	53045	$ 34,151.00
			Svc/Trim Trees(5)/Orange Ave 5/13	53022	$ 345.00
65378	103024 - JHM & CARSON SUPPLY	$ 11,299.10			
			Irrigation Backflows(9) 5/20	94897/3	$ 11,125.12
			Irrigation Valve(1)/Couplings(100)/Misc 5/17	95751/3	$ 173.98

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
65379	2039 - KELLY SPICERS INC KELLY SPICER STORES	$ 1,118.14			
			PD Copier Paper(80 Rms) 5/15	11620572	$ 773.54
			Specialty Paper(4 Rms) 5/31	11633633	$ 344.60
65380	37 - KIDZ LOVE SOCCER-NORTH AMER YOUTH ACTIVITIES, LLC	$ 1,701.70			
			Instruct/Soccer 4/6-5/25	5/25/25	$ 1,701.70
65381	122069 - LIEBERT CASSIDY WHITMORE	$ 469.50			
			Legal Svc/HR Matter #CY020-00041 4/24	266517	$ 118.50
			Legal Svc/PD Matter #CY020-00100 4/24	266769	$ 351.00
65382	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	$ 75.84			
			Replace/Battery/Motor Unit #663	49689	$ 75.84
65383	933 - LSA ASSOCIATES, INC	$ 28,047.78			
			Consult/Housing Element/Environmental Impact Report 4/24	193727	$ 3,124.25
			Consult/Mitigated Negative Declaration/5665 Plaza Dr 4/24	193711	$ 12,377.03
			Consult/Mitigated Negative Declaration/Business Park 4/24	193789	$ 12,546.50
65384	109168 - MACADEE ELECTRICAL CONSTRUCTION, INC	$ 20,367.05			
			Install/LED Street Name Signs 5/24	5582	$ 20,367.05
65385	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII	$ 357.03			
			PD Imprinted Foil Seals(500)/PACE 5/28	101567	$ 357.03
65386	1498 - METROPOLITAN TRANSPORTATION COMMISSION	$ 2,000.00			
			Engineering Software License/StreetSaver 6/1/24-5/31/25	4926-AR13377	$ 2,000.00
65387	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	$ 7,578.75			
			Design/Arnold Cypress Park Rehab 4/24	0086262	$ 7,578.75
65388	117056 - MINUTEMAN PRESS LOS ALAMITOS	$ 312.46			
			Svc/Print Postcards(500)/Concerts on the Green 5/17	41087	$ 312.46
65389	2412 - MOON VALLEY NURSERY OF CALIFORNIA LLC	$ 12,871.86			
			Install/Box Trees(2)/Civic Center Green 5/27	43190	$ 12,871.86
65390	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	$ 10.48			
			Replace/Wiper Blades/Unit #648	461221	$ 10.48
65391	2413 - NETFILE, INC	$ 7,000.00			
			Sub/E-File System/Campaign Disclosure Statements 4/16/24-4/15/25	9389	$ 7,000.00
65392	108944 - OFFICE DEPOT	$ 626.43			
			Supplies/Citywide 5/24	6/7/24	$ 626.43
65393	1120 - ONE STOP CLEANERS	$ 160.00			
			PD Svc/Dry Cleaning/Tablecloths(23)/Open House 5/18	7649	$ 160.00
65394	828 - PACIFIC RIM AUTOMATION INC	$ 1,984.86			
			Install/UPS/Relay/Terminal Blocks/PS #2 5/26	10428	$ 1,984.86
65395	2331 - PROFESSIONAL ACCESS CCTV & ELECTRICAL INC	$ 375.00			
			Repair/Automatic Doors/HR 5/20	96393	$ 375.00
65396	580 - R.J. NOBLE COMPANY	$ 598,078.70			
			Construct/Residential Street Resurfacing 4/24	243760	$ 598,078.70
65397	2218 - READWRITE EDUCATIONAL SOLUTIONS INC	$ 113.10			
			Instruct/Reading & Math Development 5/1-5/20	5/20/24	$ 113.10
65398	2031 - SDI PRESENCE LLC	$ 5,400.00			
			W/C Svc/Monitor IT/CAD System 1/24	15757	$ 1,350.00
			W/C Svc/Monitor IT/CAD System 2/24	15758	$ 1,350.00
			W/C Svc/Monitor IT/CAD System 3/24	15759	$ 1,350.00
			W/C Svc/Monitor IT/CAD System 4/24	15822	$ 1,350.00
65399	130328 - SHOETERIA	$ 218.18			
			Safety Shoes/AMorales 5/15	0067121IN	$ 218.18
65400	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	$ 4,207.56			
			Irrigation Valves(24)/Solenoids(39) 5/22	140667385-001	$ 4,207.56
65401	119016 - SO CAL EDISON	$ 28.41			
			700134894611 - Svc/Traffic Signal 5/24	5/24(A)	$ 28.41

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
65402	119017 - SO CAL GAS CO	$ 1,342.55			
			00840909006 Svc/Comm Center 5/24	5/24(E)	$ 279.50
			12600890003 Svc/Maint Yard 5/24	5/24(F)	$ 98.66
			13230923008 Svc/Storm Drain 5/24	5/24(G)	$ 21.80
			18690942000 Svc/Sr Center 5/24	5/24(C)	$ 285.52
			19530910009 Svc/City Hall 5/24	5/24(D)	$ 657.07
65403	125888 - SPARKLETTS	$ 98.28			
			W/C Bottled Water 4/24	4089647 4/24	$ 98.28
65404	119024 - STATE COMP INSURANCE FUND	$ 1,373.39			
			W/C Workers Comp Insurance 4/30-5/30	1001574633(A)	$ 0.04
			W/C Workers Comp Insurance 5/30-6/30	1002302711	$ 1,373.35
65405	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	$ 750.00			
			Svc/Hydro Jet Sewer Line/City Hall 4/17	62979	$ 750.00
65406	1139 - UNIFIRST CORP	$ 618.68			
			Uniforms/Mats/Mops/Towels 5/24	5/24	$ 618.68
65407	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 180.52			
			PD Uniform/Volunteer COpstad	8086	$ 136.77
			PD Uniform/Volunteer PVargas	8085	$ 43.75
65408	2072 - VELASCO, ALICIA	$ 208.50			
			Executive Mgmt Wellness Program 2024	Reimb 6/7/24	$ 208.50
65409	129595 - VERIZON WIRELESS - CA	$ 61.59			
			Cell Svc/Rec 5/24	5/24	$ 61.59
65410	1992 - VOORHEES, RONDA	$ 585.00			
			Instruct/Piano 5/1-5/22	5/22/24	$ 585.00
65411	2193 - WEST GROVE VOLLEYBALL, LLC	$ 216.45			
			Instruct/Volleyball 5/5-5/19	5/19/24	$ 216.45
65412	1974 - YUNEX LLC	$ 26,629.00			
			Repair/Conduit & Wires/Contractor Damaged 4/3	5610002095	$ 7,002.50
			Repair/Signal Wires/Contractor Damaged 3/11	5610001820	$ 6,171.50
			Repair/Traffic Signal Pole/Knockdown/Holder & Cerritos 4/5	5610002094	$ 830.00
			Repair/Traffic Signals 4/24	5610002129	$ 6,092.00
			Replace/Signal Push Buttons/Contractor Damaged 3/18	5610001821	$ 771.00
			Replace/Traffic Signal Pole/Knockdown/Valley View & Plaza 4/18	5610002093	$ 733.00
			Traffic Signal Maint 4/24	90002021	$ 5,029.00
65413	0 - BARYALI, ARIAN	$ 4,116.96			
			Refund/Sewer Connect Fees/5247 Katella Ave/BS-23-1537	Rfd 6/7/24	$ 4,116.96
65414	0 - INNOVATIVE CONSTRUCTION	$ 978.00			
			Refund/Recycling Deposit/CDD-23-136/5247 Katella Ave	Rfd 6/7/24	$ 978.00
65415	0 - KELLY, CHRISTOPHER	$ 320.76			
			Refund/Sewer Connect Fees/10633 Jill Street/BS-23-1031	Rfd 6/7/24	$ 320.76
65416	0 - KILLEEN, MICHAEL	$ 500.00			
			Refund/Recycling Deposit/CDD-23-328/10412 Santa Elise St	Rfd 6/7/24	$ 500.00
65417	0 - KILLEEN, MICHAEL	$ 500.00			
			Refund/Recycling Deposit/CDD-24-45/6431 Rosemary Dr	Rfd 6/7/24	$ 500.00
65418	0 - L'ABRI MANAGEMENT	$ 3,665.59			
			Refund/Sewer Connect Fees/8781 Walker/BS-23-483	Rfd 6/7/24	$ 3,665.59
65419	0 - NORRIS, NICHOLAS	$ 29.70			
			Refund/Sewer Connect Fees/8664 Sumner Place/BS-23-1186	Rfd 6/7/24	$ 29.70
65420	0 - PATEL, ROMA	$ 206.00			
			Refund/Volleyball Camp 6/18-7/31	Rfd 6/7/24	$ 206.00
65421	0 - SCDS CONSULTING DESIGN	$ 9,924.00			
			Refund/Sewer Connect Fees/4471 Lincoln Ave/BS-23-1368	Rfd 6/7/24	$ 9,924.00
65422	0 - TILSON, ZACHARY	$ 150.00			
			Refund/Facility Deposit/Contract #8716	Rfd 6/7/24	$ 150.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
65423	0 - TRAN, HANG	$ 4,289.29			
			Refund/Sewer Connect Fees/5882 Lemon Ave/BS-22-2024	Rfd 6/7/24	$ 4,289.29
65424	0 - VENEGAS, ALFREDO	$ 500.00			
			Refund/Recycling Deposit/CDD-24-56/6136 Palau St	Rfd 6/7/24	$ 500.00
Total EFTs		$ 586,474.16			$ 586,474.16
Total Warrants		2,006,605.57			2,006,605.57
Transfer to Payroll (W1529)		785,502.59	Payroll 04/26/24-05/10/24		785,502.59
Transfer to Payroll (W1530)		820,228.18	Payroll 05/10/24-05/24/24		820,228.18
Grand Totals		$ 4,198,810.50			$ 4,198,810.50

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **18.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/24/2024

SUBJECT: **Renew the Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2024-25**

RECOMMENDATION

Adopt a Resolution renewing Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2024-25, pursuant to the Landscaping and Lighting Act of 1972.

DISCUSSION

The City formed a Maintenance District in 1985 covering all properties bounded by Katella Avenue, Knott Street, Valley View Street, and the Stanton Storm Channel. The District provides maintenance of the landscape berm adjacent to the Channel. The City maintains the berm primarily through a contract, which includes trimming plants four times a year and irrigation repairs. Nineteen parcels owned by four property owners are assessed annually on a per-acre basis. The FY 2024-25 assessment is $102,766. The attached Resolution authorizes the assessment of Cypress Business Park properties adjacent to the channel for berm maintenance. A copy of the May 13 Agenda Report approving the City Engineer's Report and the FY 2024-25 renewal of the Cypress Corporate Center Landscape Maintenance District No. 1 is attached. Affidavits of posting and publication of the public hearing notices are on file in the City Clerk's office.

BUDGET IMPACT

The maximum assessment for FY 2024-25 is $102,766 and covers the majority of the $124,489 budget, including indirect and direct costs from the City and the County Auditor-Controller. Restricted fund balance is available in the Corporate Center Maintenance District No. 1 Fund to pay the remaining $21,723.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution
May 13 Agenda Report

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ORDERING THE RENEWAL OF THE CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024-25, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND CONFIRMING THE DIAGRAM AND ASSESSMENT THEREOF

WHEREAS, the City Council has, by Resolution No. 6959, declared its intention to order the construction and maintenance of a certain landscaped berm in connection with the development of the Cypress Business Park, and to modify Cypress Corporate Center Landscape Maintenance District No. 1 under the provisions of the Landscaping and Lighting Act of 1972, i.e., Part 2 of Division 15 of the California Streets and Highways Code (herein "the Act"); and

WHEREAS, in Resolution No. 6959, the City Council fixed June 24, 2024, at the hour of 6:00 p.m. in the City Council Chamber located at City Hall, 5275 Orange Avenue, in the City of Cypress, California, as the time and place for hearing protests and objections to the improvements proposed to be renewed for Fiscal Year 2024-25, and/or to the proposed assessment; and

WHEREAS, the City Council has approved a report prepared by the City Engineer under and pursuant to the Act and, in particular, Section 22565 et seq. of the Act; the City Engineer's Report (herein "the Report"), and said Report has been filed with the City Clerk of the City of Cypress and has been available for review by the property owners within Cypress Corporate Center Landscape Maintenance District No. 1; and

WHEREAS, the City Clerk has given the notices of the passage of the Resolution of Intention, Resolution No. 6959, the filling of the Report, and of the time and place and purpose of said hearing, substantially as required by Sections 22626 et seq. of the California Streets and Highways Code; and

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the Act for publishing and mailing of said notices; and

WHEREAS, at the time and place stated in said notices, a hearing was duly held by the City Council; during the course of said hearing, the Report was duly presented and considered; all written protests and objections received, if any, were duly presented, read, heard, and considered; all persons appearing at said hearing and desiring to be heard in the matter of said Report were heard; a full, fair, and complete hearing has been had; and the City Council is fully informed in the premises; and

WHEREAS, the City Council has examined and considered the assessment proposed in said Report and the proceedings prior thereto, and the evidence presented at said hearing.

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

SECTION 1. The hearing referred to in the recitals hereof has been duly, held, and each and every step in the proceedings prior to and including the hearing has been duly and regularly taken. The City Council is satisfied with the correctness of the Report, including the assessment and diagram, the proceedings and all matters relating thereto; and any and all protests, objections, or appeals are hereby overruled and denied. The City Council orders the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2024-25, as described in Resolution No. 6959, and confirms the proceedings and said assessment.

SECTION 2. The City Council orders the proposed improvements to be made in accordance with said Report and these proceedings.

SECTION 3. The City Council determines that the amount of the assessment shown in said Report, i.e. $102,766 should be confirmed; and said assessment is confirmed and fixed in the amount of $102,766.

SECTION 4. The City Council determines that the amounts to be assessed against the individual parcels shown on the assessment diagram contained in said Report are hereby approved and confirmed; and said City Clerk is directed to endorse the fact and date of such approval on said Report.

SECTION 5 The City Clerk is directed to file said diagram and assessment with the County Auditor as required by Section 22641 of the California Streets and Highways Code.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 24th 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 24th 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 **6.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/13/2024

SUBJECT: **Approve the City Engineer's Report and Adopt a Resolution Declaring the City Council's Intent to Renew Cypress Corporate Center Landscape Maintenance District No. 1 following a June 24, 2024 Public Hearing**

RECOMMENDATION

1. Approve the City Engineer's Report for the Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2024-25; and

2. Adopt the attached Resolution declaring the City Council's intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for maintenance of the landscape and irrigation system and setting the public hearing for June 24, 2024.

DISCUSSION

The City formed a Maintenance District in 1985 covering all properties bounded by Katella Avenue, Knott Street, Valley View Street, and the Stanton Storm Channel. The Maintenance District provides for maintenance of the landscape berm adjacent to the Channel. The City maintains the berm primarily through a contract, which includes trimming plants four times a year and irrigation repairs.

Nineteen parcels owned by four property owners are assessed annually on a per-acre basis (Attachment E and F of the City Engineer's Report). The assessment funds the maintenance and irrigation of the landscape berm. The annual assessment is a routine process established nearly 40 years ago.

Pursuant to the Landscaping and Lighting Act, the City Engineer prepares an annual report to file with the City Clerk outlining the Maintenance District renewal. The recommended Resolution approves the City Engineer's Report and declares the City Council's intention to renew Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2024-25 and sets the public hearing for June 24, 2024.

BUDGET IMPACT

Renewal includes a maximum assessment of $102,766 for the parcels adjacent to the berm. The assessment is distributed based on each parcel's square footage. The assessment reflects a 4.03% CPI increase from FY 2023-24. Estimated FY 2024-25 maintenance costs and indirect support from the City are $124,489, which exceeds the assessment by $21,723. The Maintenance District No. 1 Fund has sufficient accumulated balances available to absorb costs above the recommended FY 2024-25 assessment.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

City Engineer's Report
Resolution

CITY ENGINEER'S REPORT

for

CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FISCAL YEAR 2024-25



Nick Mangkalakiri, P.E.
City Engineer
City of Cypress

May 2024

CITY ENGINEER'S REPORT

MAINTENANCE ASSESSMENT DISTRICT FOR BERM

This document consists of the following documents:

Attachment A.....Landscape Maintenance Specifications
Specifications for the improvements are filed with the City Engineer and are available for review at the Public Works counter. Although separately bound, the specifications are a part of this report and are included in it by reference.

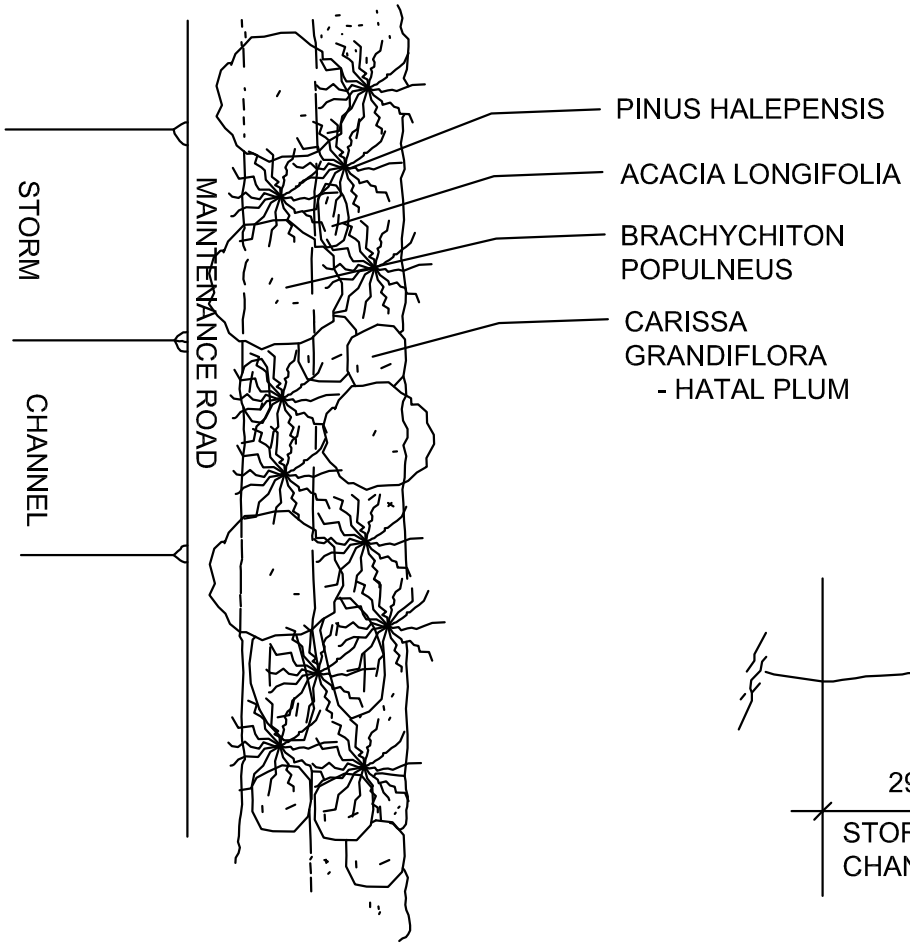
Attachment B..... Landscape Plan and Section
Plans showing existing and proposed landscape maintenance improvements.

Attachment C ..... Master Irrigation Plan
Plans showing existing and proposed irrigation improvements

Attachment D ..... Maintenance Cost Estimate
An estimate of the cost of improvements, including direct and indirect costs.

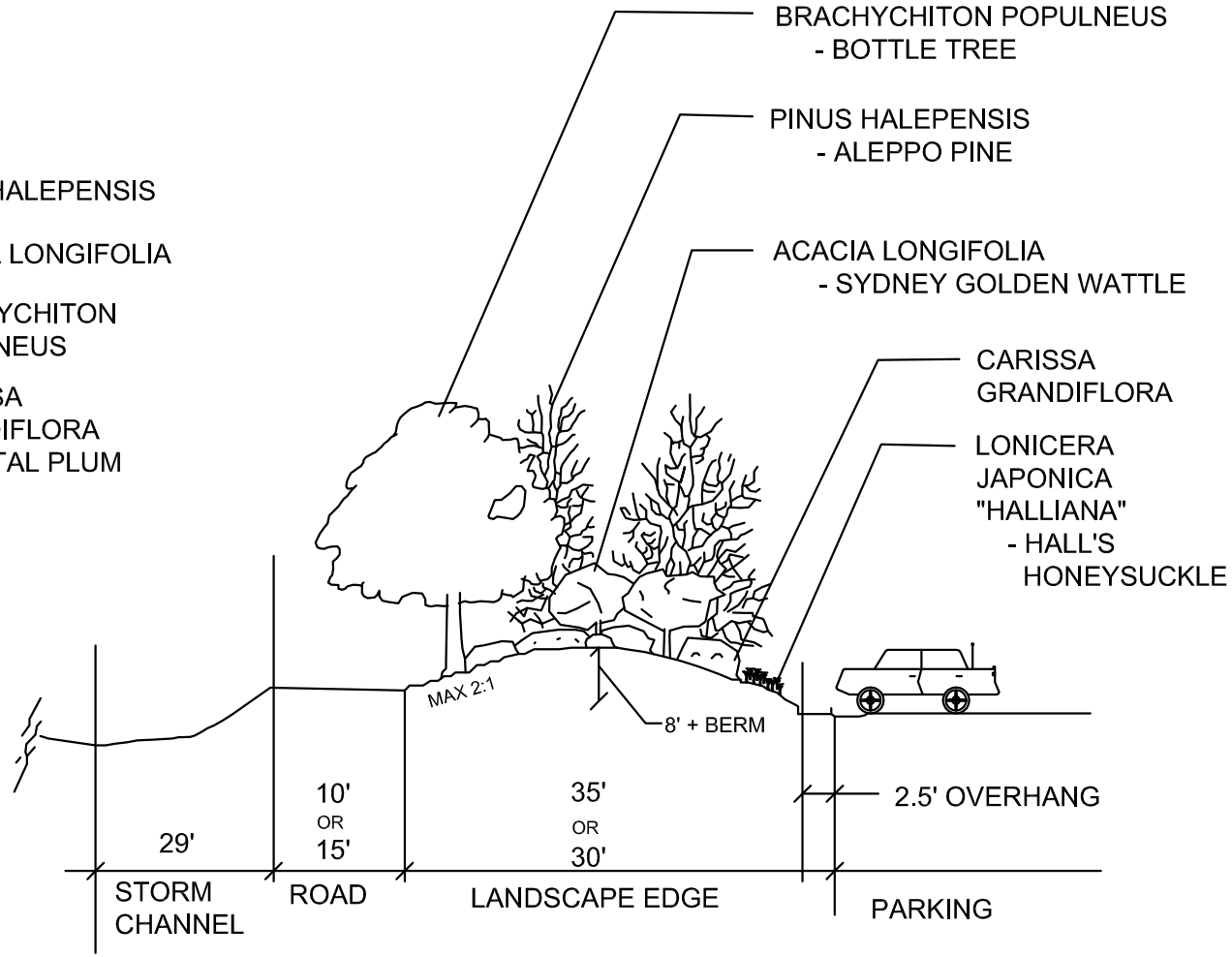
Attachment E..... Diagram of Proposed Assessment District
A diagram showing all the parcels of real property within this assessment district.

Attachment F..... Assessment Distribution Cost Estimate
An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district as shown in Attachment E.



PLAN

NOT TO SCALE



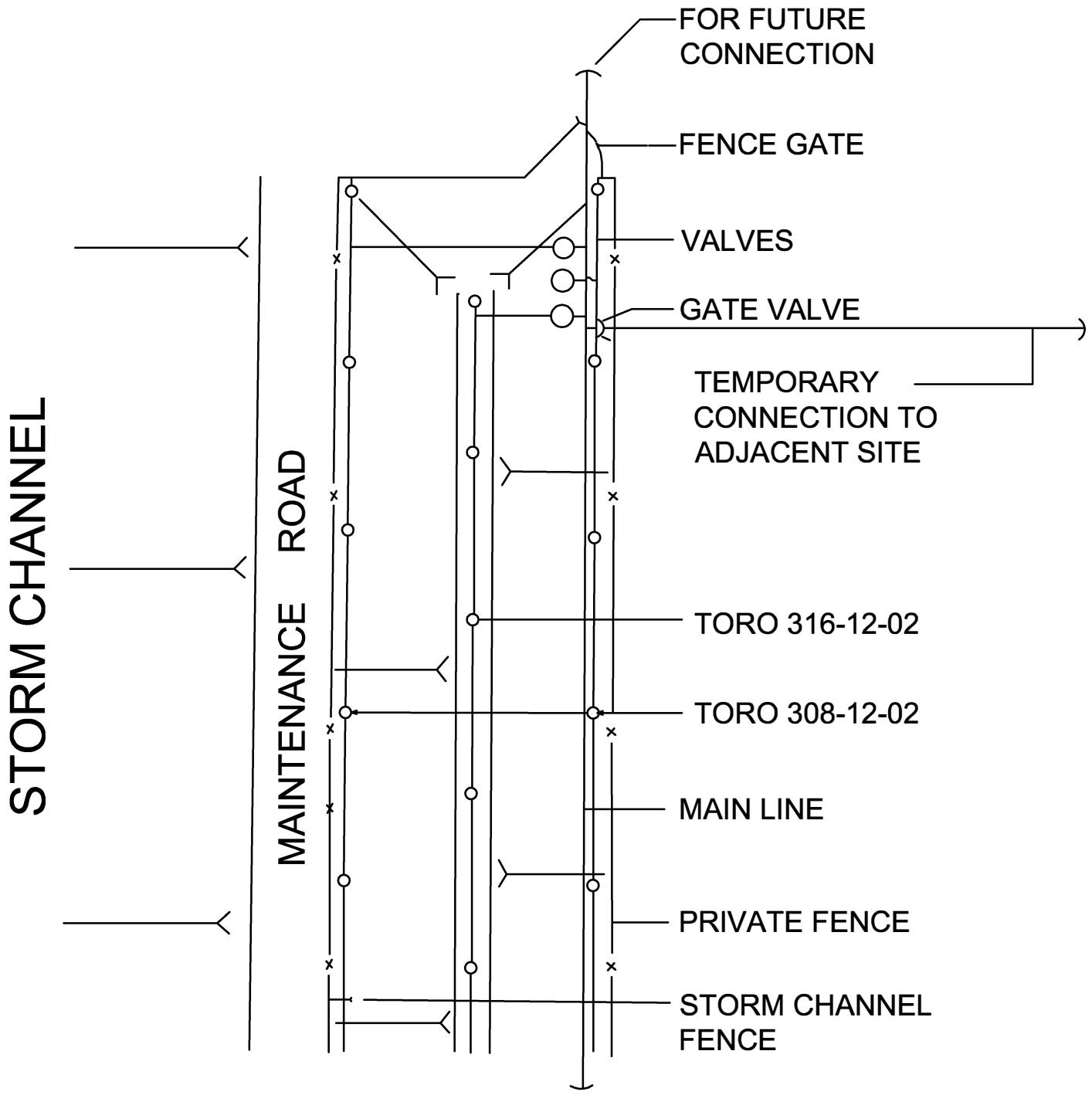
STANTON CHANNEL BERM

NOT TO SCALE

(Note: Berm section is 17'-6" wide
from Knott Street to 1000' west)

Attachment B

(NOTE: Berm section is 17' - 6"
wide from Knott Street
to 1000' west.)



MASTER IRRIGATION PLAN

SCALE: NOT TO SCALE

Attachment C

Attachment D

MAINTENANCE COST ESTIMATE

DESCRIPTION	AMOUNT
Maintenance (from 7/1/24-6/30/25)	$ 108,251
City's Indirect Support Costs Total	$ 16,238
Maintenance Costs	$ 124,489
Assessment *	**$ 102,766**

***4.03% CPI adjustment (All Urban Consumers – March 2023 to March 2024)

②	1.646 AC	1.21%
⑨	1.843 AC	1.35%
⑩	1.100 AC	0.81%
⑪	1.106 AC	0.81%
⑫	1.380 AC	1.01%
⑬	0.966 AC	0.71%
⑭	1.322 AC	0.97%

NOTE:

BOUNDARIES OF THE ASSESSMENT DISTRICT ARE THE EASTERLY R/W LINE OF VALLEY VIEW ST.; THE SOUTHERLY R/W LINE OF KATELLA AVE.; THE NORTHERLY R/W LINE OF THE STANTON CHANNEL/ AND THE WESTERLY R/W LINE OF KNOTT AVE.

E:\PW\Hal Nguyen\2011 Logos\Cypress logo.jpg

E-1

LANDSCAPED EARTH BERM ADJACENT TO STANTON CHANNEL

MAINTENANCE ASSESSMENT DISTRICT

SCALE: N.T.S	CITY OF CYPRESS	ATTACHMENT: E

I:\community development\public works\hal nguyen\for kamran\stanton channel berm\stanton channel berm2.dwg

Attachment F

Landscape Maintenance District No.1 2024-25 Assessment Distribution Based on Max Assessment of $102,766					
ASSESSMENT NUMBER	NAME	DESCRIPTION	Acreage	%	AMOUNT OF ASSESSMENT 2023-24
1	Cypress Corporate Center LLC; P.O. Box 240011, Los Angeles, CA 90024	**Par 1, PM 134-4 A.P. #224-271-05**	5.378	3.95%	$4,056.57
2	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 1, PM 207-35 A.P. #224-271-11**	1.646	1.21%	$1,241.56
3	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 2, PM 207-35 A.P. #224-271-07**	3.238	2.38%	$2,442.39
4A	Katella Holder Street LLC; PO Box 847, Carlsbad, CA 92018	**Par 1, PM 155-23 A.P. #224-271-23**	13.966	10.25%	$10,534.42
4B	Katella Holder Street LLC; PO Box 847, Carlsbad, CA 92018	**Par 2, PM 155-23 A.P. #224-271-24**	8.324	6.11%	$6,278.71
5	Duke Realty Limited Partnership - Prologis L.P.; 1800 Wazee Street, Suite 500, Denver CO 80202	**Par 1, PM 167-34 A.P. #224-261-04**	22.304	16.37%	$16,823.69
6	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 4, PM 247-21 A.P. #224-261-07**	6.301	4.62%	$4,752.78
7	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 3, PM 247-21 A.P. #224-262-01**	15.235	11.18%	$11,491.61
8	Warland Investments, Ltd. 1301 Montana Avenue, Suite A, Santa Monica, CA 90403	**Par 1, PM 214-13 A.P. #224-271-21**	11.314	8.30%	$8,534.04
9	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 2, PM 207-35 A.P. #224-271-12**	1.843	1.35%	$1,390.16
10	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 3, PM 207-35 A.P. #224-271-13**	1.100	0.81%	$829.72
11	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 4, PM 207-35 A.P. #224-271-14**	1.106	0.81%	$834.24
12	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Lot 5, PM 207-35 A.P. #224-271-17**	1.380	1.01%	$1,040.92
13	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 6, PM 207-35 A.P. #224-271-16**	0.996	0.73%	$751.27
14	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 7, PM 207-35 A.P. #224-271-15**	1.322	0.97%	$997.17
15	Warland Investments, Ltd. 1301 Montana Avenue, Suite A, Santa Monica, CA 90403	**Par 2, PM 214-13 A.P. #224-271-22**	17.504	12.85%	$13,203.09
16	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 1, PM 238-16 A.P. #224-261-08**	7.177	5.27%	$5,413.54
17	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 2, PM 247-21 A.P. #224-261-10**	9.211	6.76%	$6,947.77
18	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	**Par 2, PM 247-21 A.P. #224-261-11**	6.897	5.06%	$5,202.34
		Total	**136.24**	**100%**	**$102,766.00**

RESOLUTION NO. 6959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DECLARING ITS INTENTION TO ORDER THE RENEWAL OF CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024-25, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND FIXING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, the City Council has heretofore proposed the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 (the "District") for Fiscal Year 2024-25 pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Sections 22500 et seq.) for the purpose of maintaining a landscaped berm constructed in connection with the development of the Cypress Business Park; and

WHEREAS, the City Engineer's report entitled "City Engineer's Report-Maintenance Assessment District for Berm," dated May 2024, (the "City Engineer") was ordered, prepared and presented to the City Council pursuant to Streets and Highways Code, Sections 22565 et seq.; and

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

SECTION 1. The City of Cypress does hereby declare its intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2023-24, and to collect assessments pursuant to the Landscaping and Lighting Act of 1972.

SECTION 2. The District consists of that certain portion of the City of Cypress bounded on the north by Katella Avenue, on the east by Knott Street, on the south by Stanton Storm Channel, and on the west by Valley View Street.

SECTION 3. The landscaped improvements to be installed and maintained within the boundaries of the District are more particularly described in the City Engineer's Report. Said improvements have been modified since formation of said District by being extended from Knott Street westerly to 40' east of Valley View Street.

SECTION 4. A full and detailed description of the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District are contained in the City Engineer's Report.

SECTION 5. NOTICE IS HEREBY GIVEN that on the 24th day of June, 2024, at the hour of 6:00 p.m. in the Council Chamber located at City Hall, 5275 Orange Avenue, in the City of Cypress, California, any and all persons having objections to the work or extent of the District, may appear and show cause why said work should not be done or carried out or why the District should not be renewed in accordance with the Resolution of Intention. Although the City Council will consider all oral objections at the hearing, in order for an objection to constitute a protest under Streets and Highways Code, Section 22628, such protest must be in writing and must contain a description of the property in which each signer thereof is interested, sufficient to identify the same and must be delivered to the City Clerk of said City prior to the time set for the hearing and no other protests or objections will be considered for this purpose. If the signer of any protest is not shown upon the last equalized assessment roll of Orange County as the owner of the property described in the protests, then such protest must contain or be accompanied by written evidence that such signer is the owner of the property so described.

SECTION 6. The City Clerk shall cause this Resolution of Intention to be published at least ten days prior to the date set for the hearing, at least once in a newspaper of general circulation serving the City of Cypress, California, all as provided for in Government Code, Section 6061.

SECTION 7. The City Clerk is hereby ordered and directed to mail this Resolution of Intention to all property owners, whether resident or nonresident, within the District, at least ten days prior to the date set for the hearing, pursuant to Streets and Highways Code, Section 22627.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 13th day of May, 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 13th day of May, 2024 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

CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **19.**

FROM: Alicia Velasco, Planning Director

DATE: 06/24/2024

SUBJECT: Approve a Conditional Use Permit, a Conditional Use Permit Amendment, and Tentative Parcel Map for a Charter School at 4321 Cerritos Avenue

RECOMMENDATION

1. Adopt a Resolution amending Conditional Use Permit No. 86-11; and

2. Adopt a Resolution approving Conditional Use Permit No. 2024-01; and

3. Adopt a Resolution approving Tentative Parcel Map No. 2023-134; and

4. Confirm actions are exempt from California Environmental Quality Requirements.

SUMMARY

Holy Cross Lutheran Church and Redhook Capital Partners IV applied for a Conditional Use Permit (CUP) to establish Sycamore Creek Community Charter School (SCCCS) at 4321 Cerritos Avenue. The 4.47-acre site is occupied by Holy Cross Lutheran Church (Church) and its private elementary and pre-school with a maximum enrollment of 219 students. The existing school will cease operations to facilitate the establishment of SCCCS on the eastern portion of the site. The proposed parcel map creates two parcels: the Church on the west (APN: 242-031-03) and SCCCS on the east (APN: 242-041-38). SCCCS will occupy four existing buildings and eight new modular buildings. SCCCS's enrollment will be capped at 720 students. The project meets all development requirements and CUP findings, and is recommended for approval.

DISCUSSION

Background

Holy Cross Lutheran Church established church and school facilities in 1963 through CUP No. 154. Since then, several CUP amendments allowed its expansion adding classrooms and youth center facilities. The private elementary school has a maximum enrollment of 219 students. SCCCS is a public-charter school, currently operating in Huntington Beach with 164 students. SCCCS plans to relocate and primarily serve students from Cypress, Los Alamitos,

Long Beach, and Huntington Beach. California public-charter schools require approval from the county board of education and the OC Board of Education approved SCCCS to operate in Cypress in 2023.

Project Description

The CUP allows SCCCS on the eastern portion of the site, while the Church will operate on the western portion and close its school. SCCCS will serve students from transitional kindergarten (TK) through twelfth grade, with a maximum of 720 students (240 students in transitional kindergarten to third grade and 480 students in grades four through 12). The CUP allows SCCCS to hold special events outside of regular school hours (i.e. back-to-school night and student performances) approximately once per month.

The proposed tentative parcel map allows separate ownership of the Church and SCCCS. SCCCS will occupy four existing buildings and eight new modular buildings (seven classrooms and one restroom). Except for the Church, all buildings are one story and have a height of less than 18 feet. The new buildings have a campus-style layout with play areas and sports fields in the center. The sports fields will not be lit and there is no new lighting in the parking areas.

Subject Property and Surrounding Land Uses

The 4.47-acre site consists of two parcels containing six buildings. The Church will retain western parcel and the main sanctuary building. One modular building will be demolished. Water, sewer, and dry utilities along Cerritos Avenue serve the site. The project is bounded by the following uses:

Direction	Land Use	Zoning
North	Single-Family Residential	RS-6000
South	Business Park	City of Los Alamitos
East	Single-Family Residential; Religious Facility	RS-6000
West	Single-Family Residential	RS-6000

Regulatory Control

General Plan/Zoning/Specific Plan and Required Discretionary Actions

The General Plan designates the site as Low Density and it is zoned RS-6000. The RS-6000 zone and Low Density designation are intended for single-family residential development. Institutional uses such as religious and school facilities are permitted as a conditional use (Zoning Ordinance Section 2.05.030). The recommended CUP Resolution includes the required findings as outlined by State law and Section 4.19.070 of the Zoning Ordinance. An amendment to the Church's CUP is also required to eliminate its school use.

A tentative parcel map (TPM) is required to reconfigure the two existing parcels to accommodate separate uses and ownership. The TPM is recommended for approval subject to required findings outlined in the Subdivision Ordinance and State law.

Development Standards

The project meets all development standards:

Standards	Required	Proposed

Minimum Building Setbacks: Front Rear Side (West) Side (East)	 20’ 10’ 10’ 5’	 34’-4” 10’ 30’ 10’
Maximum Height	35’	Church: 60’ (existing)[1] New buildings: 14’-6”
Minimum Distance between Structures	10’	10'

1 – Approved pursuant to CUP C-187.

Site Plan Review

Access and Parking

The project replaces two existing driveways with a shared driveway that aligns with Calle Lee to the south. The Traffic Impact Study (attached) requires a traffic signal at this intersection, and it is included as a condition of approval. The City of Los Alamitos, which controls the majority of Cerritos Avenue, has approved all the traffic improvements. However, all the traffic improvements must be installed and operational before Cypress issues a certificate of occupancy. The project applications will pay for all the traffic improvements.

The site has two parking areas containing 110 spaces. The conditions of approval require the Church and SCCCS to enter into a Reciprocal Access and Share Use Agreement to maintain access to the driveway and all parking areas. The circulation plan provides one-way access to the eastern portion of the site to facilitate student drop-off/pick-up.

The Zoning Ordinance (Section 2.05.050) establishes parking requirements:

Land Use	Parking Standard	Parking Spaces Required
Places of worship	1 space for every 3 fixed seats in the main assembly room	102
Schools (elementary and junior high)	2 spaces for each classroom (20 classrooms)	40
Schools (high)	7 spaces for each classroom (8 classrooms)	56
	Spaces Required	**198**
	Spaces Provided	**110**

Although the site does not contain sufficient spaces to meet the parking requirement, Zoning Ordinance Section 3.14.030 allows exceptions for parking facilities that are consistent with the intent of the requirements. The peak parking times for the Church and SCCCS do not overlap; therefore, the 102 spaces required for the Church is sufficient for both uses. The Reciprocal Access and Shared Use Agreement will be recorded against both parcels and remain in effect unless alternative parking arrangements are approved by the City.

Building Design and Landscaping

SCCCS will repurpose and make minor improvements to four buildings and eight new modular buildings with entryway awnings and siding consistent with SCCCS branding (shades of yellow and green). All exterior play areas are in the center of the site for safety and to lessen noise impacts on neighboring properties. A landscaped area with trees provides an additional buffer between the classroom buildings and residential uses to the north and east. A landscape buffer along Cerritos Avenue will replace the existing driveways.

ENVIRONMENTAL REVIEW

Under California Environmental Quality Act Guidelines (CEQA), Section 15332, the project is categorically exempt from further environmental analysis as an infill project on a site less than five acres in an urbanized area. Although further CEQA review was not required, a Traffic Impact Analysis and Noise Study were prepared.

Traffic Impacts

The Traffic Impact Analysis evaluated the number of trips the project generates and its impact on nearby intersections. The analysis determined Church and SCCCS will generate 829 vehicle trips during the AM peak hour and 340 trips during the PM peak hour. The analysis evaluated 11 intersections and found that all will operate at an acceptable level of service (LOS) of D or better. The Traffic Impact Analysis' queuing analysis found that SCCCS drop-off/pick-up zones and onsite circulation are adequate to support school operations. Staggering school start times in 15 minute increments will further lessen traffic impacts. The Traffic Impact Analysis recommended a traffic signal at the driveway entrance and turn lane improvements at Bloomfield-Cerritos and Valley View-Cerritos. These improvements are included as conditions of approval and will be paid for by the project applicants.

Noise Impacts

The Noise Study evaluated impacts on surrounding properties and against the General Plan's noise standards. The Noise Study found that the project's noise impacts are less than significant and will not exceed General Plan noise limits.

CONSISTENCY WITH GENERAL PLAN OBJECTIVES

The project is consistent with the following General Plan goals/policies:

- *LU-1: Create a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses, while providing adequate community services to residents.*
- *LU-2: Ensure that new development is compatible with surrounding land uses, the circulation network, availability of public facilities, and existing development constraints.*

The project will contribute to a well-balanced land use pattern by providing additional educational opportunities within the community. With the recommended conditions of approval, the project will be compatible with surrounding land uses.

PUBLIC HEARING / PUBLIC OUTREACH PROCESS

Public hearing notices were posted and mailed to the property owners within 500 feet of the project. All public notice requirements have been met. All written communication received prior to publishing the City Council agenda is attached. Written communication submitted by 3 p.m. on June 24 will be part of the public hearing record.

ALTERNATIVE ACTIONS

If the City Council identifies issues which should be addressed prior to taking action on this application, the City Council may consider:

1. Adding conditions of approval to address concerns; or
2. Continuing the public hearing and directing staff to work with the applicant to resolve the issues; or
3. Continuing the public hearing, making findings for denial and directing staff to return to City Council with a resolution for denial.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Charter School CUP Resolution
Tentative Parcel Map Resolution
Church Amendment CUP Resolution
Project Conditions
Traffic Study
Noise Study
Vicinity Map
Project Plans
Letters in Response to the Project
Notice of Exemption

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 2024-01, TO OPERATE A TK-12 PUBLIC CHARTER SCHOOL, ON A SITE LOCATED AT 4321 CERRITOS AVENUE WITHIN RS-6000 RESIDENTIAL SINGLE-FAMILY ZONE IN THE CITY OF CYPRESS, CALIFORNIA AND FINDING THE REQUEST EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by Holy Cross Lutheran Church and Red Hook Capital Partners IV ("Developer") for the following: 1) a new conditional use permit to operate a TK – 12 public charter school; 2) amend the existing conditional use permit for Holy Cross Lutheran Church currently operating at the site; and 3) a tentative parcel map to reconfigure the two existing parcels for separate ownership (the "Project"). The Church will occupy the western parcel (APN: 242-031-03) and the new school will occupy the eastern parcel (APN: 242-041-38). The Project is located at 4321 Cerritos Avenue in the RS-6,000 Residential Single-Family Zone; and

WHEREAS, the Project requires the following to be approved by the City Council: Conditional Use Permit No. 2024-01, Amendment to Conditional Use Permit No. 86-11, and Vesting Tentative Parcel Map (VTPM No. 2023-134); and

WHEREAS, the subject site is zoned RS-6,000 Residential Single-Family. Section 2.05.030 of the Cypress Zoning Ordinance states that "Schools K-12, Private" is a permitted use subject to the approval of a Conditional Use Permit; and

WHEREAS, the City Council has reviewed the goals and objectives of the General Plan as laid out in the City Council staff report dated June 24, 2024, and finds that the Project is consistent with the intent of the General Plan; and

WHEREAS, on June 24, 2024, the City Council held a duly noticed public hearing and considered testimony on the application; and

WHEREAS, Pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 (In-Fill Development), the project is categorically exempt from further environmental analysis because it is an infill project on a site less than five acres in size located in an urbanized area; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

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

SECTION 1. Findings. Pursuant to the Cypress Zoning Ordinance Section 4.19.070 (Conditional Use Permits), the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed location of the conditional use is consistent with the requirements of the General Plan and the Zoning District in which the site is located.

   The Project site has a general plan land use designation of Low Density and is zoned RS-6000 (Residential Single-Family). Institutional uses such as schools and religious facilities are consistent with this designation. Per Section 2.05.030 of the Zoning Ordinance, private schools are permitted in the RS-6000 zone with conditional use permit approval. The Project meets all applicable development standards required by the Zoning Ordinance.

2. The proposed location of the conditional use and the conditions under which it would be operated or maintained would not be detrimental to the public health, safety, or general welfare, nor would be materially injurious to properties or improvements in the vicinity.

   With approval of the conditions included in Exhibit “A”, the Project will not be materially detrimental to the public health, safety or general welfare. The project is adjacent to single-family residential uses to the north and east; however, the site has been designed to avoid negatively impacting adjacent uses by including appropriate setbacks, landscaping, and other features. The conditions included in Exhibit “A”, will ensure that the construction and ongoing school operations will not negatively impact public health, safety, or general welfare.

3. The proposed conditional use would comply with all applicable provisions of this zoning ordinance.

   With approval of the conditions included in Exhibit “A”, the Project complies with all applicable development standards and provisions of the zoning ordinance including those related to setbacks, landscaping and off-street parking.

SECTION 2. CEQA. The City Council finds that the proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 (In-Fill Development) because the project is an infill project on a site less than five acres in size located in an urbanized area.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Conditional Use Permit No. 2024-01, subject to the applicable conditions included in Exhibit “A”. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 24th 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 24th 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, CALIFORNIA, APPROVING VESTING TENTATIVE PARCEL MAP NO. 2023-134, TO RECONFIGURE TWO PARCELS FOR THE OPERATION OF A NEW CHARTER SCHOOL AND AN EXISTING RELIGIOUS FACILITY LOCATED AT 4321 CERRITOS AVENUE IN THE RS-6000 RESIDENTIAL SINGLE-FAMILY ZONE, IN THE CITY OF CYPRESS, CALIFORNIA AND FINDING THE PROJECT EXEMPT FROM CEQA.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by Holy Cross Lutheran Church and Red Hook Capital Partners IV ("Developer") for the following: 1) a new conditional use permit to operate a TK – 12 public charter school; 2) amend the existing conditional use permit for Holy Cross Lutheran Church currently operating at the site; and 3) a tentative parcel map to reconfigure the two existing parcels for separate ownership (the "Project"). The Church will occupy the western parcel (APN: 242-031-03) and the new school will occupy the eastern parcel (APN: 242-041-38). The Project is located at 4321 Cerritos Avenue in the RS-6,000 Residential Single-Family Zone; and

WHEREAS, the Project requires the following to be approved by the City Council: Conditional Use Permit No. 2024-01, Amendment to Conditional Use Permit No. 86-11, and Vesting Tentative Parcel Map (VTPM No. 2023-134); and

WHEREAS, Pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 (In-Fill Development), the project is categorically exempt from further environmental analysis because it is an infill project on a site less than five acres in size located in an urbanized area; and

WHEREAS, on June 24, 2024 the City Council held a duly noticed public hearing and accepted testimony in regards to the Project; and

WHEREAS, said tentative map has been reviewed by the City's Engineer and the Orange County Fire Department with recommended conditions of approval; and

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the City's General Plan; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The proposed map does not warrant rejection based upon the criteria for rejection in the Cypress Subdivision Ordinance, the City's General Plan, the Cypress Zoning Ordinance, or Sections 66473.5, 66474.6 and 66474 of the Subdivision Map Act as the proposed tentative map is:

A. The map is consistent with the site's General Plan land use designation of "Low Density". The proposed school use and existing religious facility are consistent with the intent of the Low Density designation.
B. The proposed new school buildings associated with the proposed subdivision are consistent with the General Plan and the Zoning Ordinance.
C. The site is physically suitable for the type of development. The project meets all the required development standards.
D. The site is physically suitable for the density of development. Although the General Plan and Zoning Ordinance to not include floor area ratio standards for nonresidential development in the Low Density designation/RS-6000 zone, the proposed development is consistent with the level of density of residential uses surrounding the site.
E. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The project is exempt from further CEQA review pursuant to CEQA Guidelines, Section 15332. The project is less than 5 acres in size and located in an urbanized area. Therefore, it is not likely to cause substantial environmental damage or impact to fish or wildlife or their habitat.
F. The design of the subdivision will not cause serious public health problems. Sewer discharge requirements will occur pursuant to Section 66474.6 of the Subdivision Map Act.
G. The design of the subdivision or the type of improvements will not unreasonably interfere with the free and complete exercise of a public entity and/or public utility rights-of-way and/or easements within the tract map. All existing utility easements will remain intact.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Vesting Tentative Parcel Map No. 2023-134, subject to the applicable conditions included in Exhibit "B" of the Resolution approving Conditional Use Permit No. 2024-01. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 24th 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 24th 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, CALIFORNIA, APPROVING AN AMEMDMENT TO CONDITIONAL USE PERMIT NO. 86-11, TO ELIMINATE THE SCHOOL USE FROM THE PREVIOUS APPROVAL, ON A SITE LOCATED AT 4321 CERRITOS AVENUE WITHIN RS-6000 RESIDENTIAL SINGLE-FAMILY ZONE IN THE CITY OF CYPRESS, CALIFORNIA AND FINDING THE PROJECT EXEMPT FROM CEQA.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by Holy Cross Lutheran Church and Red Hook Capital Partners IV ("Developer") for the following: 1) a new conditional use permit to operate a TK – 12 public charter school; 2) amend the existing conditional use permit for Holy Cross Lutheran Church currently operating at the site; and 3) a tentative parcel map to reconfigure the two existing parcels for separate ownership (the "Project"). The Church will occupy the western parcel (APN: 242-031-03) and the new school will occupy the eastern parcel (APN: 242-041-38). The Project is located at 4321 Cerritos Avenue in the RS-6,000 Residential Single-Family Zone; and

WHEREAS, the Project requires the following to be approved by the City Council: Conditional Use Permit No. 2024-01, Amendment to Conditional Use Permit No. 86-11, and Vesting Tentative Parcel Map (VTPM No. 2023-134); and

WHEREAS, the subject site is zoned RS-6,000 Residential Single-Family. Section 2.05.030 of the Cypress Zoning Ordinance states that "Places of Worship" are a permitted use subject to the approval of a Conditional Use Permit; and

WHEREAS, Conditional Use Permit No. 86-11 authorizes a church and school facility on the site. With approval of the tentative parcel map and a separate conditional use permit for a school under separate ownership, it is necessary to remove the authorization for a school on the church site; and

WHEREAS, the City Council has reviewed the goals and objectives of the General Plan as laid out in the City Council staff report dated June 24, 2024, and finds that the Project is consistent with the intent of the General Plan; and

WHEREAS, on June 24, 2024, the City Council held a duly noticed public hearing and considered testimony on the application; and

WHEREAS, Pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 (In-Fill Development), the project is categorically exempt from further environmental analysis because it is an infill project on a site less than five acres in size located in an urbanized area; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a

reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

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

SECTION 1. Findings. Pursuant to the Cypress Zoning Ordinance Section 4.19.070 (Conditional Use Permits), the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed location of the conditional use is consistent with the requirements of the General Plan and the Zoning District in which the site is located.

   The Project site has a general plan land use designation of Low Density and is zoned RS-6000 (Residential Single-Family). Institutional uses such as schools and religious facilities are consistent with this designation. Per Section 2.05.030 of the Zoning Ordinance, places of worship are permitted in the RS-6000 zone with conditional use permit approval. The Project meets all applicable development standards required by the Zoning Ordinance.

2. The proposed location of the conditional use and the conditions under which it would be operated or maintained would not be detrimental to the public health, safety, or general welfare, nor would be materially injurious to properties or improvements in the vicinity.

   With approval of the conditions included in Exhibit “C”, the Project will not be materially detrimental to the public health, safety or general welfare. A new TK-12 charter school is being established under a separate conditional use permit on the eastern project parcel. This conditional use permit amendment serves to separate the school and religious facilities by removing the previous school use approval from the existing church CUP. This amendment will ensure that ongoing church operations will not negatively impact public health, safety, or general welfare by guaranteeing that a second school cannot be established on the site.

3. The proposed conditional use would comply with all applicable provisions of this zoning ordinance.

   With approval of the conditions included in Exhibit “C”, the Project complies with all applicable development standards and provisions of the zoning ordinance including those related to setbacks, landscaping and off-street parking.

SECTION 2. CEQA. The City Council finds that the proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 (In-Fill Development) because the project is an infill project on a site less than five acres in size located in an urbanized area.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Amendment to Conditional Use Permit No. 86-11, subject to the applicable conditions included in Exhibit “C”. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 24th 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 24th 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

EXHIBIT "A"

CONDITIONAL USE PERMIT NO. 2024-01
(Sycamore Creek Charter School)
4321 CERRITOS AVENUE

CONDITIONS OF APPROVAL

Bolded conditions represent those specific to this project.

1. General Conditions

1.1. Unless and until the project applicant and property owner sign and return a City-provided affidavit accepting these conditions of approval, there shall be no entitlement of the application. The project applicant and property owner shall have 15 calendar days to return the signed affidavit to the Community Development Department. Failure to do so will render City Council action on the application void. *(Planning)*

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

1.3. This permit is granted for the project plans approved 6/24/24 and the tentative map dated 6/2/2023, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. (Planning)

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

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

1.6. All applicable conditions of the project shall be complied with prior to commencement of the charter school operation. *(Planning)*

1.7. Any failure of applicant to abide by these conditions of approval or sign and return a City-provided affidavit accepting these conditions of approval shall be grounds for City's initiation of proceedings to revoke this Conditional Use Permit in accordance with the City's Zoning Ordinance.

1.8. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The Planning Director, City Engineer, Orange County Fire Authority, and/or the Police Chief, depending on the requested modification, shall approve the modification in writing. For numerical standards, the Planning Director may approve deviations up to 10% provided that city code requirements are met.

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

2. Planning

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

2.2. All school activities shall occur within the buildings or the designated sports playground area. Temporary use permits shall be required for special outdoor events in accordance with Section 19, of the Cypress Zoning Ordinance. *(Planning)*

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

2.4. At least two weeks prior to the issuance of the first certificate of occupancy, the applicant shall meet with the project planner and members of the Building and Engineering Divisions to ensure that all applicable conditions of approval have been satisfied. *(Planning)*

2.5. A demolition permit shall be required for the removal of the existing modular building (Building 6).

2.6. **Remodeling of the adjacent church and removal of pews per plans is required prior to Certificate of Occupancy for the project. The church shall submit floor plans with proposed improvements, including the reduction of the pews from 33 to 27 per the notes under parking calculations on the approved project Site Plan.**

3. Architectural

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

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

3.3. On-site lighting shall be reviewed and approved by the Community Development Director prior to installation. On-site lighting shall be consistent with CMC Section 3.11.060 (Exterior Lighting) and to ensure that direct rays do not shine on adjacent properties or produce glare for street traffic. *(Planning)*

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

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

3.6. During construction, the developer shall provide an adequate number of trash bins at a location acceptable to City staff. Construction bins must be maintained onsite. Bin rental shall be contracted through the City's disposal services contractor. *(Planning)*

3.7. **Walls/fences shall be constructed along the north and west property lines shall be in compliance with fence height standards for the RS-6,000 Zone. Fencing materials shall be subject to the approval by the Community Development Department.**

4. Signage

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

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

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

4.4. **The sign plans shall include directional signs for onsite vehicle circulation and student drop-off areas.**

5. Landscaping

5.1. A detailed landscape and automatic irrigation plan for any new landscape areas shall be

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

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

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

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

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

5.6. **The applicant/developer shall submit with the project landscape plans, a plan to add landscaping within the shared parking lot, wherever possible without encroaching into required access driveway widths or water quality control measures.**

5.7. **The property owner shall be responsible for maintaining the landscaping and irrigation on their parcel.**

6. Operational

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

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

6.3. **Outside public address speakers, telephone bells, buzzers, and similar devices which are audible on adjoining properties are hereby prohibited. External school bells shall comply with the City's noise ordinance. *(Planning)***

6.4. Security gate systems shall be equipped with a "Knox Box" system providing access with a Knox submaster key for emergency access by police and fire services. The security gate system shall be approved in writing by the Cypress Police Department and Orange County Fire Authority prior to issuance of building permits. *(Planning)*

6.5. The City Council shall maintain the right to review the school's hours of operation and may, subject to a public hearing, limit the hours should substantiated complaints be received that the school's operations are creating an adverse impact upon neighboring properties.

(Planning)

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

7. Property Maintenance

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

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

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

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

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

8. Fees

8.1. The applicant will be subject to, but not limited to, the following fees on the Cypress Master Fee Schedule (current fees at the time of submittal):

- Building permit and mechanical/electrical/plumbing fees
- Citywide and regional traffic improvements fees
- Sewer fees (OC Sanitation District)
- Grading and public works permit and plan check fees
- Orange County Fire Authority fees, school fees
- Permit application and plan check fees

Public Works uses various consultants for plan check, permitting and inspection. Such work is performed on a time and material basis and initial deposits are collected up front to cover the work through the OpenGov system and as the project progresses. *(Engineering)*

8.2. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the **County Clerk-Recorder in the amount of $50.00** County administrative fee, to enable the City to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such 48 hour period, the applicant/developer has not delivered to the Community Development Department the check required above, the

approval for the project granted herein shall be void. *(Planning)*

Engineering

9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*

9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)

9.3. Prior to recordation of a subdivision map, the applicant shall submit all public improvement plans per the Public Works Standard Plans and specified design criteria. All plans shall be submitted in an acceptable digital format and with the City title block on all sheets.

9.4. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*

9.5. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at https://cypressca.viewpointcloud.com or as determined by the City Engineer. *(Engineering)*

9.6. The applicant shall notify the City Engineer in writing if any changes to parcel/tract map are proposed during the plan check process. Permits shall not be issued until the City Engineer has reviewed and approved the proposed changes for conformance with the intent of the City Council's action and the conditions herein. If the proposed changes are of a substantial nature, an amendment to the original entitlement may be required.

9.7. **For any work that occurs within the City of Los Alamitos, the owner/applicant shall comply with all rules, regulations, permits, standards, plan approvals, and requirements of Los Alamitos.**

9. Landscaping within the Public Right-of-Way

10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

10. Sewer and Wastewater

11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

11.2. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer.

11.3. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

11. Street Trees

12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*

12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

12. Street Lighting – N/A

13. Streets

14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new driveway approaches that are compliant with the American Disabilities Act along the property frontage on Cerritos Avenue. The developer shall comply with the following requirements regarding the improvements:

- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
- Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work. Contractor shall also obtain and pay for an encroachment permit from the City of Los Alamitos.

- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.
  (Engineering)

14.2. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.3. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

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

14. Subdivisions

14.1. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by the Public Works Director and/or pursuant to the Subdivision Map Act. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map.

14.2. Per Section 25-40 of the Cypress municipal code, a Subdivision Improvement Agreement will need to be executed for public improvements required as part of this project. Two (2) bonds (faithful performance and labor & material) each for 100% of the estimated cost of all improvements shall be posted to the City.

14.3. All proposed and required easements shall be recorded on the final map, which include, but are not limited to: traffic signal maintenance, pedestrian access, cross lot drainage, emergency access, and reciprocal access; to the satisfaction of the City Engineer.

14.4. **A Reciprocal Access and Shared Use Agreement to maintain access to the driveway and all parking areas between the Church and the school is required. The agreement shall be approved by the City Attorney and the Planning Director, be recorded against both parcels with the Orange County Recorder's Office, and continue to be valid upon change of ownership of the properties subject to the agreement.**

15. Traffic

15.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. (Engineering)

15.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit. *(Engineering)* (Driveways)

15.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer and City Planner. *(Engineering)* (Sight Distance)

15.4. Prior to the issuance of any grading permit, the applicant shall, if necessary, grant easements to the City for traffic signal purposes for any traffic signal equipment necessary for construction of the signalized intersection.

15.5. **Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall design and construct a traffic signal at the intersection of Calle Lee/Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress' City Engineer. The proposed project driveway shall be incorporated into the traffic signal as the north leg of the existing intersection. The traffic signal shall provide protected-permissive left-turn phasing for the eastbound left-turn movement. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the Cities of Cypress and Los Alamitos prior to any construction activities. The signal shall be constructed and operational prior to issuance of the certificate of occupancy for the proposed project.**

Pavement and concrete restorations for cuts in the street shall be per City of Los Alamitos City Engineer. The project applicant shall verify and provide ADA compliance at the intersection. Utility coordination shall be performed by the applicant for new connections or relocations.

15.6. **Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall install new striping at the intersection of Bloomfield Street and Cerritos Avenue. The applicant shall submit striping plans for dual-left-turn lanes on the westbound approach of the Bloomfield Street/Cerritos Avenue for approval by the Los Alamitos City Engineer. The final lane configuration for the westbound approach shall consist of two left-turn lanes, one through lane, and one shared through-right-turn lane. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos**

prior to any construction activities.

15.7. **The owner and/or project applicant shall submit signing and striping plans for the installation of School Zone signage/pavement markings and red-curb painting on Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress City Engineer. The School Zone signing shall comply with the requirements of the current edition of the California Manual of Uniform Traffic Control Devices. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos and City of Cypress prior to any construction activities. The signing and striping shall be installed prior to issuance of any certificate of occupancy for the proposed project.**

15.8. **The owner and/or project applicant shall submit and keep the current Traffic Management Plan for the proposed school on file with the City's Planning and Public Works Department. The owner and/or project applicant shall conduct site operations to be consistent with the Traffic Management Plan. In the event that on-site queuing spills back onto Cerritos Avenue, changes to the Traffic Management Plan and/or site operations shall be reviewed and approved to the satisfaction of the City.**

16. Utilities

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

16.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. (Engineering)

16.3. The owner/applicant shall be responsible for any and all utility relocations necessary for the project, and pay all fees and acquire all permits necessary for the work.

17. Drainage

18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.

- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

18. Storm Water Quality – National Pollutant Discharge Elimination System

19.1 Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

19.2 Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;
- Include and Operations and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

19.3 Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along

with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4 Each owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant (s) or Owner(s) must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.

- Demonstrate that each applicant has prepared to be RECORDED one of the following:

    1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
    2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
    3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

19.5 All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.

19.6 All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

19.7 Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

19.8 If a kitchen and or cafeteria is provided, any food facility must be designed with contained areas for cleaning mats, equipment and containers. This wash areamust be inside or covered and designed to prevent run-on or runoff from the area. The area may not discharge to the storm drain; indoor or covered area wash waters must drain through a grease interceptor to the sanitary sewer or be collected for ultimate disposal to the sanitary sewer or an authorized location (pumped/trucked offsite). Wash areas located outside must be covered and bermed; wash water must be collected and pre-treated through a grease interceptor and not allowed to drain to storm drain. Additionally, there must be a sign posted instructing that all washing activities be conducted in this area. Employees must be instructed, and signs posted indicating that all washing activities be conducted in this area. Additionally, food facilities are required to obtain a FOG permit through the City's online application and permitting system prior to project close-out and or the issuance of a certificate of occupancy.

19.9 Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.

19.10 Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City

Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

19.11 For projects that disturb one (1) acre or more of soil or are part of a larger common plan of development, prior to the issuance of any grading or building permits, the applicant must demonstrate compliance with California's General Permit for Storm Water Discharges Associated with Construction Activity (Permit No. CAS000002/Order WQ 2022-0057-DWQ) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number; or other proof of filing in a manner meeting the satisfaction of the City Engineer. Projects subject to this requirement must prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP must be kept at the project site and be available for City review on request. The applicant must ensure that the SWPPP is consistent with any City approved plan including the grading plan, site plan, building plans, and water quality management plan.

19.12 If a change of any site ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, the development must provide the City with Proof of a Change of Information form (COI) in accordance with the current State Construction General Permit (CGP).

19.13 Prior to issuance of any certificate of occupancy, the applicant(s) must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, post-construction BMPs, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.

19.14 Each owner is responsible for maintaining and operating all on-site private improvements.

19.15 All property areas must be maintained free of litter/debris.

19.16 All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.

19.17 There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.

19.18 Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.

19.19 No person or person(s) shall make any modifications to drainage approved in the grading plan or approved WQMP without prior written approval from the City Engineer.

19.20 Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.

19.21 The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.

19.22 The applicant(s) and site owner(s) will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

19.23 The applicant shall submit the WQMP and Drainage Report to the City of Los Alamitos for review to verify impacts to City of Los Alamitos storm drain.

19. Building and Safety

19.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (Building and Safety)

19.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or desginees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. (Building and Safety, Engineering)

19.3. Applicant/developer shall obtain the required permits and comply with applicable provisions of the 2023 California Residential, Building, Plumbing, Electrical, and Mechanical Codes, the 2023 California Green Building Standards Code, Title 24, and the City of Cypress Codes. *(Building & Safety)*

19.4. Grading, demolition, and exterior building construction activities shall be limited to the hours of between 7:00 a.m. and 8:00 p.m. Monday through Friday, between 9:00 a.m. and 8:00 p.m. on Saturday, if the City's noise standards are exceeded. Interior building construction and tenant improvements shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday, only if the City's noise standards are exceeded. If complaints are received regarding noise from grading or demolition, further restrictions may be imposed on the start time of construction by the Director of Community Development, up to a 9:00 a.m. start time. No construction activity shall be allowed on Sundays or federal holidays. In addition, construction equipment shall be equipped with effective muffling devices. Compliance with this measure is subject to field inspection by City staff. *(Building & Safety)*

19.5. Type 5 cement shall be used for all foundations and slabs on grade. *(Building & Safety)*

19.6. All slabs on grade (including M-1 occupancies) shall receive a minimum of a 10 mil. thick moisture barrier. *(Building & Safety)*

19.7. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless a permit is obtained. *(Building & Safety)*

19.8. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the building division prior to release of the grading permit. *(Building & Safety)*

19.9. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. (Building and Safety)

20. Security

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

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

- The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street.
- All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).

20.3. The landscaping and lighting plans for the project shall also be subject to review by the

Cypress Police Department. *(Police Department)*

21. Antennas – N/A

22. Alcohol – On Sale – N/A

23. Alcohol – Off Sale – N/A

24. Fire

25.1 Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Cypress shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan. *(OCFA)* (Emergency Access Easements)

25.2 Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

- Fire master plan (service code PR145)
  - The Fire Master Plan must show fire hydrants provided along the length of the fire lane at the intervals and quantities specified in CFC Appendix C.
  - The Fire Master Plan must show the fire lane in compliance with all OCFA requirements or provide a swept path analysis, with OCFA fire apparatus dimensions, to show that fire apparatus can negotiate the proposed fire lane.

25.3 *Prior to issuance of a building permit:*

- Architectural (service codes PR212-PR220, abbreviated review)
- Underground piping for private hydrants and fire sprinkler systems (service code PR470- PR475)
- Fire sprinkler system (service codes PR400-PR465), if required by code or installed voluntarily

25.4 *Prior to concealing interior construction:*

- Fire alarm system (service code PR500-PR520)
- Hood and duct extinguishing system (service code PR335), if required.

25.5 Temporary/Final Occupancy Inspections: certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

25.6 Traffic Pre-emption Devices: Prior to issuance of a final map, grading permit, or building permit, whichever comes first, the applicant or responsible party shall arrange with the appropriate city, county, or state public works department or agency for installation of traffic pre-emption devices on each traffic signal installed, relocated, or similarly modified as part of this project.

25.7 Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

25. Solid Waste

25.1. The applicant shall construct new or modify its existing trash enclosure structures to house all required solid waste containers (trash, recycle, organics) and possess a solid covered roof that prohibits stormwater to enter and then discharge from the enclosure. *(Public Works, Water Quality)* (Trash Enclosures)

25.2. The applicant shall subscribe to solid waste services from the City's solid waste hauler with no less than one time per week service for trash, recycling, and organics recycling. These shall be properly maintained and not allowed to overflow. Source separated organic recycling is required unless alternatives are approved in writing from the Public Works Director. *(Public Works, Water Quality)* (Trash Receptacles)

25.3. For phased construction, as buildings are occupied, the applicant shall ensure there is adequate room and clearance for solid waste trucks and for placement of construction bins on site during construction. Access ways shall not be blocked without written approval of the Building Official. *(Public Works)*

25.4. The applicant shall not install a trash compactor at the site without first having received written approval from the City's solid waste hauler. *(Public Works)*

EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 2023-134
4321 CERRITOS AVE

CONDITIONS OF APPROVAL

Bolded conditions represent those specific to this project.

1. General Conditions

1.1. Unless and until the project applicant and property owner sign and return a City-provided affidavit accepting these conditions of approval, there shall be no entitlement of the application. The project applicant and property owner shall have 15 calendar days to return the signed affidavit to the Community Development Department. Failure to do so will render City Council action on the application void. *(Planning)*

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

1.3. This permit is granted for the tentative map dated 6/2/2023, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes. (Planning)

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

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

1.6. All requirements of the Orange County Fire Authority (OCFA) shall be complied with prior to or concurrent with final map recordation. *(Planning)*

1.7. Any failure of applicant to abide by these conditions of approval, or to sign and return a City-provided affidavit accepting these conditions of approval, shall be grounds for placing the final map approval on hold until compliance is achieved.

1.8. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The Planning Director, City Engineer, Orange County Fire Authority, and/or the Police Chief, depending on the requested modification, shall approve the modification in writing. For numerical standards, the Planning Director may approve deviations up to 10% provided that city code requirements are met.

2. Planning – N/A

3. Architectural – N/A

4. Signage - N/A

5. Landscaping – N/A

6. Operational – N/A

7. Property Maintenance - NA

8. Fees

8.1. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the **County Clerk-Recorder in the amount of $50.00** County administrative fee, to enable the City to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such 48 hour period, the applicant/developer has not delivered to the Community Development Department the check required above, the approval for the project granted herein shall be void. *(Planning)*

8.2. The applicant/developer will be subject to, but not limited to, the following fees on the Cypress Master Fee Schedule (current fees at the time of submittal):

- Building permit and mechanical/electrical/plumbing fees
- Citywide and regional traffic improvements fees
- Sewer fees (OC Sanitation District)
- Grading and public works permit and plan check fees
- Orange County Fire Authority fees, school fees
- Permit application and plan check fees

Public Works uses various consultants for plan check, permitting and inspection. Such work is performed on a time and material basis and initial deposits are collected up front to cover the work through the OpenGov system and as the project progresses. *(Engineering)*

9. Engineering

9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*

9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)

9.3. Prior to recordation of a subdivision map, the applicant shall submit all public improvement plans per the Public Works Standard Plans and specified design criteria. All plans shall be submitted in an acceptable digital format and with the City title block on all sheets.

9.4. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*

9.5. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at https://cypressca.viewpointcloud.com or as determined by the City Engineer. *(Engineering)*

9.6. The applicant shall notify the City Engineer in writing if any changes to parcel/tract map are proposed during the plan check process. Permits shall not be issued until the City Engineer has reviewed and approved the proposed changes for conformance with the intent of the City Council's action and the conditions herein. If the proposed changes are of a substantial nature, an amendment to the original entitlement may be required.

9.7. **For any work that occurs within the City of Los Alamitos, the owner/applicant shall**

comply with all rules, regulations, permits, standards, plan approvals, and requirements of Los Alamitos.

10. Landscaping within the Public Right-of-Way

10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

11. Sewer and Wastewater

11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

11.2. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer.

11.3. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

12. Street Trees

12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*

12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

13. Street Lighting – N/A

14. Streets

14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new driveway approaches that are compliant with the American Disabilities Act along the property frontage on Cerritos Avenue. The developer shall comply with the following requirements regarding the improvements:

- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
- Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work. Contractor shall also obtain and pay for an encroachment permit from the City of

Los Alamitos.

- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.

(Engineering)

14.2. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.3. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

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

15. Subdivisions

15.1. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by the Public Works Director and/or pursuant to the Subdivision Map Act. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map.

15.2. Per Section 25-40 of the Cypress municipal code, a Subdivision Improvement Agreement will need to be executed for public improvements required as part of this project. Two (2) bonds (faithful performance and labor & material) each for 100% of the estimated cost of all improvements shall be posted to the City.

15.3. All proposed and required easements shall be recorded on the final map, which include, but are not limited to: traffic signal maintenance, pedestrian access, cross lot drainage, emergency access, and reciprocal access; to the satisfaction of the City Engineer.

15.4. **Upon separate ownership of parcels, a a Reciprocal Access and Share Use Agreement signed by all is required. The agreement shall be approved by the City Attorney and the Planning Director, recorded against both parcels, and continue to be valid upon change of ownership of the properties subject to the agreement.**

16. Traffic

16.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. (Engineering)

16.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit. *(Engineering)* (Driveways)

16.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer and City Planner. *(Engineering)* (Sight Distance)

16.4. Prior to the issuance of any grading permit, the applicant shall, if necessary, grant easements to the City for traffic signal purposes for any traffic signal equipment necessary for construction of the signalized intersection.

16.5. Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall design and construct a traffic signal at the intersection of Calle Lee/Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress City Engineer. The proposed project driveway shall be incorporated into the traffic signal as the north leg of the existing intersection. The traffic signal shall provide protected-permissive left-turn phasing for the eastbound left-turn movement. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the Cities of Cypress and Los Alamitos prior to any construction activities. The signal shall be constructed and operational prior to issuance of the certificate of occupancy for the proposed project.

Pavement and concrete restorations for cuts in the street shall be per City of Los Alamitos City Engineer. The project applicant shall verify and provide ADA compliance at the intersection. Utility coordination shall be performed by the applicant for new connections or relocations.

16.6. Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall install new striping at the intersection of Bloomfield Street and Cerritos Avenue. The applicant shall submit striping plans for dual-left-turn lanes on the westbound approach of the Bloomfield Street/Cerritos Avenue for approval by the Los Alamitos City Engineer. The final lane configuration for the westbound approach shall consist of two left-turn lanes, one through lane, and one shared through-right-turn lane. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction,

traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos prior to any construction activities.

16.7. The owner and/or project applicant shall submit signing and striping plans for the installation of School Zone signage/pavement markings and red-curb painting on Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress City Engineer. The School Zone signing shall comply with the requirements of the current edition of the California Manual of Uniform Traffic Control Devices. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos and City of Cypress prior to any construction activities. The signing and striping shall be installed prior to issuance of any certificate of occupancy for the proposed project.

16.8. The owner and/or project applicant shall submit and keep the current Traffic Management Plan for the proposed school on file with the City's Planning and Public Works Department. The owner and/or project applicant shall conduct site operations to be consistent with the Traffic Management Plan. In the event that on-site queuing spills back onto Cerritos Avenue, changes to the Traffic Management Plan and/or site operations shall be reviewed and approved to the satisfaction of the City.

17. Utilities

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

17.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. (Engineering)

17.3. The owner/applicant shall be responsible for any and all utility relocations necessary for the project, and pay all fees and acquire all permits necessary for the work.

18. Drainage

18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.

- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

19. Storm Water Quality – National Pollutant Discharge Elimination System

19.1 Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

19.2 Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;

- Include and Operations and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

19.3 Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4 Each owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant (s) or Owner(s) must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant

and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications

- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.
- Demonstrate that each applicant has prepared to be RECORDED one of the following:

  1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
  2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
  3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

19.5 All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.

19.6 All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

19.7 Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

19.8 If a kitchen and or cafeteria is provided, any food facility must be designed with contained areas for cleaning mats, equipment and containers. This wash area must be inside or covered and designed to prevent run-on or runoff from the area. The area may not discharge to the storm drain; indoor or covered area wash waters must drain through a grease interceptor to the sanitary sewer or be collected for ultimate disposal to the sanitary sewer or an authorized location (pumped/trucked offsite). Wash areas located outside must be covered and bermed; wash water must be collected and pre-treated through a grease interceptor and not allowed to drain to storm drain. Additionally, there must be a sign posted instructing that all washing activities be conducted in this area. Employees must be instructed, and signs posted indicating that all washing activities be conducted in this area. Additionally, food facilities are required to obtain a FOG permit through the City's online application and permitting system prior to project close-out and or the issuance of a certificate of occupancy.

19.9 Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.

19.10 Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

19.11 For projects that disturb one (1) acre or more of soil or are part of a larger common plan of development, prior to the issuance of any grading or building permits, the applicant must demonstrate compliance with California's General Permit for Storm Water Discharges Associated with Construction Activity (Permit No. CAS000002/Order WQ 2022-0057-DWQ) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number; or other proof of filing in a manner meeting the satisfaction of the City Engineer. Projects subject to this requirement must prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP must be kept at the project site and be available for City review on request. The applicant must ensure that the SWPPP is consistent with any City approved plan including the grading plan, site plan, building plans, and water quality management plan.

19.12 If a change of any site ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, the development must provide the City with Proof of a Change of Information form (COI) in accordance with the current State Construction General Permit (CGP).

19.13 Prior to issuance of any certificate of occupancy, the applicant(s) must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, post-construction BMPs, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.

19.14 Each owner is responsible for maintaining and operating all on-site private improvements.

19.15 All property areas must be maintained free of litter/debris.

19.16 All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.

19.17 There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.

19.18 Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.

19.19 No person or person(s) shall make any modifications to drainage approved in the grading plan or approved WQMP without prior written approval from the City Engineer.

19.20 Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.

19.21 The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.

19.22 The applicant(s) and site owner(s) will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

19.23 The applicant shall submit the WQMP and Drainage Report to the City of Los Alamitos for review to verify impacts to City of Los Alamitos storm drain.

20. Building and Safety

20.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (Building and Safety)

20.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or desginees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. (Building and Safety, Engineering)

20.3. Applicant/developer shall obtain the required permits and comply with applicable provisions of the 2023 California Residential, Building, Plumbing, Electrical, and Mechanical Codes, the 2023 California Green Building Standards Code, Title 24, and the City of Cypress Codes. *(Building & Safety)*

20.4. Grading, demolition, and exterior building construction activities shall be limited to the hours of between 7:00 a.m. and 8:00 p.m. Monday through Friday, between 9:00 a.m. and 8:00 p.m. on Saturday, if the City's noise standards are exceeded. Interior building construction and tenant improvements shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday, only if the City's noise standards are exceeded. If complaints are received regarding noise from grading or demolition, further restrictions may be imposed on the start time of construction by the Director of Community Development,

up to a 9:00 a.m. start time. No construction activity shall be allowed on Sundays or federal holidays. In addition, construction equipment shall be equipped with effective muffling devices. Compliance with this measure is subject to field inspection by City staff. *(Building & Safety)*

20.5. Type 5 cement shall be used for all foundations and slabs on grade. *(Building & Safety)*

20.6. All slabs on grade (including M-1 occupancies) shall receive a minimum of a 10 mil. thick moisture barrier. *(Building & Safety)*

20.7. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless a permit is obtained. *(Building & Safety)*

20.8. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the building division prior to release of the grading permit. *(Building & Safety)*

20.9. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. (Building and Safety)

21. Security

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

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

- The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street.
- All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).
- Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one footcandle of light on the parking surface from dusk until the termination of business every operating day.

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

22. Antennas – N/A

23. Alcohol – On Sale – N/A

24. Alcohol – Off Sale – N/A

25. Fire

25.1 Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Cypress shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan. *(OCFA)* (Emergency Access Easements)

26. Solid Waste

26.1. The applicant shall construct new or modify its existing trash enclosure structures to house all required solid waste containers (trash, recycle, organics) and possess a solid covered roof that prohibits stormwater to enter and then discharge from the enclosure. *(Public Works, Water Quality)* (Trash Enclosures)

26.2. The applicant shall subscribe to solid waste services from the City's solid waste hauler with no less than one time per week service for trash, recycling, and organics recycling. These shall be properly maintained and not allowed to overflow. Source separated organic recycling is required unless alternatives are approved in writing from the Public Works Director. *(Public Works, Water Quality)* (Trash Receptacles)

26.3. For phased construction, as buildings are occupied, the applicant shall ensure there is adequate room and clearance for solid waste trucks and for placement of construction bins on site during construction. Access ways shall not be blocked without written approval of the Building Official. *(Public Works)*

26.4. The applicant shall not install a trash compactor at the site without first having received written approval from the City's solid waste hauler. *(Public Works)*

EXHIBIT "C"

AMENDMENT TO CONDITIONAL USE PERMIT NO. 86-11
(Removal of School from Church Use and Site Plan)
4321 CERRITOS AVENE

CONDITIONS OF APPROVAL

Bolded conditions represent those specific to this project.

1. General Conditions

1.1. Unless and until the project applicant and property owner sign and return a City-provided affidavit accepting these conditions of approval, there shall be no entitlement of the application. The project applicant and property owner shall have 15 calendar days to return the signed affidavit to the Community Development Department. Failure to do so will render City Council action on the application void. *(Planning)*

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

1.3. This permit is granted for the project plans dated 4/4/2024 and the tentative map dated 6/2/2023, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. (Planning)

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

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

1.6. Any failure of applicant to abide by these conditions of approval or sign and return a City-

provided affidavit accepting these conditions of approval shall be grounds for City's initiation of proceedings to revoke this Conditional Use Permit in accordance with the City's Zoning Ordinance.

1.7. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The Planning Director, City Engineer, Orange County Fire Authority, and/or the Police Chief, depending on the requested modification, shall approve the modification in writing. For numerical standards, the Planning Director may approve deviations up to 10% provided that city code requirements are met.

2. Planning

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

2.2. All church activities shall occur within the building. Temporary use permits may be granted for outdoor activity in accordance with Section 19, of the Cypress Zoning Ordinance. *(Planning)*

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

2.4. At least two weeks prior to the issuance of the first certificate of occupancy, the applicant shall meet with the project planner and members of the Building and Engineering Divisions to ensure that all applicable conditions of approval have been satisfied. *(Planning)*

2.5. **Future re-establishment of school facilities on the church parcel (APN No. 242-031-03) shall be prohibited. *(Planning)***

2.6. **A demolition permit shall be required for removal of the existing modular building (Building 6).**

2.7. **Remodeling of the church and removal of pews per plans is required prior to Certificate of Occupancy for the adjacent school. The church shall submit floor plans with proposed improvements, including the reduction of the pews from 33 to 27 pews per the notes under parking calculations on the project Site Plan.**

3. Architectural

3.1. **All architectural treatments shall be consistent with the plans and renderings submitted for the existing church buildings. The shade structure shown on the west side of the church on the site plan is not part of this project. The church shall apply separately for administrative approval of this accessory structure. *(Planning)***

3.2. On-site security lighting shall be arranged so that direct rays will not shine on adjacent properties or produce glare for street traffic. *(Planning)*

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

3.4. The developer shall provide an adequate number of trash bins at a location acceptable to City staff. Construction bins must be maintained onsite. Bin rental shall be contracted through the City's disposal services contractor. *(Planning)*

3.5. **Walls/fences shall be constructed along the north property line, adjoining residential properties, in compliance with fence height standards for the RS-6,000 Zone. Fencing materials shall be subject to the approval by the Community Development Department.**

4. Signage

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

4.2. **Directional signs for onsite vehicle circulation and student drop-off areas for the adjacent school shall be provided in applicable areas on the church property.**

5. Landscaping

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

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

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

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

5.5. Parking for the handicapped shall be provided in accordance with State requirements.

5.6. **The applicant/developer shall upgrade the parking lot landscaping on the church property to comply with Zoning Ordinance requirements, wherever possible without interfering with providing required access driveway widths or water quality control measures.**

5.7. **The church shall be responsible for maintaining the landscaping and irrigation on their parcel.**

6. Operational

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

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

6.3. Outside public address speakers, telephone bells, buzzers, and similar devices which are audible on adjoining properties are hereby prohibited. *(Planning)*

6.4. Security gate systems shall be equipped with a "Knox Box" system providing access with a Knox submaster key for emergency access by police and fire services. The security gate system shall be approved in writing by the Cypress Police Department and Orange County Fire Authority prior to issuance of building permits. *(Planning)*

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

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

7. Property Maintenance

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

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

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

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

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

8. Fees

8.1. The applicant will be subject to, but not limited to, the following fees on the Cypress Master Fee Schedule (current fees at the time of submittal):

- Building permit and mechanical/electrical/plumbing fees
- Citywide and regional traffic improvements fees
- Sewer fees (OC Sanitation District)
- Grading and public works permit and plan check fees
- Orange County Fire Authority fees, school fees
- Permit application and plan check fees

Public Works uses various consultants for plan check, permitting and inspection. Such work is performed on a time and material basis and initial deposits are collected up front to cover the work through the OpenGov system and as the project progresses. *(Engineering)*

8.2. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the **County Clerk-Recorder in the amount of $50.00** County administrative fee, to enable the City to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such 48 hour period, the applicant/developer has not delivered to the Community Development Department the check required above, the approval for the project granted herein shall be void. *(Planning)*

9. Engineering

9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*

9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)

9.3. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*

9.4. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at https://cypressca.viewpointcloud.com or as determined by the City Engineer. *(Engineering)*

9.5. **For any work that occurs within the City of Los Alamitos, the owner/applicant shall comply with all rules, regulations, permits, standards, plan approvals, and requirements of Los Alamitos.**

10. Landscaping within the Public Right-of-Way

10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

11. Sewer and Wastewater

11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

11.2. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

12. Street Trees

12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*

12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

13. Street Lighting – N/A

14. Streets

14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new driveway approaches that are compliant with the American Disabilities Act along the property frontage on Cerritos Avenue. The developer shall comply with the following requirements regarding the improvements:

- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
- Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work. Contractor shall also obtain and pay for an encroachment permit from the City of Los Alamitos.
- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.
  (Engineering)

14.2. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.3. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

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

15. Subdivisions

15.1. Prior to issuance of building permits, the applicant shall ensure that the Parcel/Tract Map that meets all the requirements of the State Subdivision Map Act and City's Subdivision Ordinance, is recorded and a copy of the recorded map is submitted to the City Engineer. *(Engineering)* (Map Act Requirements)

15.2. A Reciprocal Access and Shared Use Agreement to maintain access to the driveway and all parking areas between the Church and the school is required. The agreement shall be approved by the City Attorney and the Planning Director, be recorded against both parcels with the Orange County Recorder's Office, and continue to be valid upon change of ownership of the properties subject to the agreement.

16. Traffic

16.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. *(Engineering)*

16.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit. *(Engineering)* (Driveways)

16.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Traffic Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer. *(Engineering)* (Sight Distance)

16.4. Prior to the issuance of any grading permit, the applicant shall, if necessary, grant easements to the City for traffic signal purposes for any traffic signal equipment necessary for construction of the signalized intersection.

17. Utilities

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

17.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. *(Engineering)*

17.3. The owner/applicant shall be responsible for any and all utility relocations necessary for the project, and pay all fees and acquire all permits necessary for the work.

18. Drainage

18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.

- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

19. Storm Water Quality – National Pollutant Discharge Elimination System

19.1 Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

19.2 Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;
- Include and Operations and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

19.3 Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along

with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4 Each owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant (s) or Owner(s) must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.

- Demonstrate that each applicant has prepared to be RECORDED one of the following:

    1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
    2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
    3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

19.5 All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.

19.6 All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

19.9 Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

19.10 If a kitchen and or cafeteria is provided, any food facility must be designed with contained areas for cleaning mats, equipment and containers. This wash areamust be inside or covered and designed to prevent run-on or runoff from the area. The area may not discharge to the storm drain; indoor or covered area wash waters must drain through a grease interceptor to the sanitary sewer or be collected for ultimate disposal to the sanitary sewer or an authorized location (pumped/trucked offsite). Wash areas located outside must be covered and bermed; wash water must be collected and pre-treated through a grease interceptor and not allowed to drain to storm drain. Additionally, there must be a sign posted instructing that all washing activities be conducted in this area. Employees must be instructed, and signs posted indicating that all washing activities be conducted in this area. Additionally, food facilities are required to obtain a FOG permit through the City's online application and permitting system prior to project close-out and or the issuance of a certificate of occupancy.

19.11 Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.

19.12 Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

19.13 For projects that disturb one (1) acre or more of soil or are part of a larger common plan of development, prior to the issuance of any grading or building permits, the applicant must demonstrate compliance with California's General Permit for Storm Water Discharges Associated with Construction Activity (Permit No. CAS000002/Order WQ 2022-0057-DWQ) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number; or other proof of filing in a manner meeting the satisfaction of the City Engineer. Projects subject to this requirement must prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP must be kept at the project site and be available for City review on request. The applicant must ensure that the SWPPP is consistent with any City approved plan including the grading plan, site plan, building plans, and water quality management plan.

19.14 If a change of any site ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, the development must provide the City with Proof of a Change of Information form (COI) in accordance with the current State Construction General Permit (CGP).

19.15 Prior to issuance of any certificate of occupancy, the applicant(s) must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, post-construction BMPs, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.

19.16 Each owner is responsible for maintaining and operating all on-site private improvements.

19.17 All property areas must be maintained free of litter/debris.

19.18 All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.

19.23 There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.

19.24 Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.

19.25 No person or person(s) shall make any modifications to drainage approved in the grading plan or approved WQMP without prior written approval from the City Engineer.

19.26 Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.

19.27 The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.

19.28 The applicant(s) and site owner(s) will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

19.29 The applicant shall submit the WQMP and Drainage Report to the City of Los Alamitos for review to verify impacts to City of Los Alamitos storm drain.

20. Building and Safety

20.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (Building and Safety)

20.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or desginees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend

unless otherwise directed by the Director of Public Works. (Building and Safety, Engineering)

20.3. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless permit is obtained from the City Engineer. *(Building & Safety)*

20.4. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the Building Division prior to release of the grading permit. *(Building & Safety)*

20.5. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. *(Building and Safety)*

20.6. Applicant/developer shall obtain the required permits and comply with applicable provisions of the 2023 California Residential, Building, Plumbing, Electrical, and Mechanical Codes, the 2023 California Green Building Standards Code, Title 24, and the City of Cypress Codes. *(Building & Safety)*

20.7. Grading, demolition, and exterior building construction activities shall be limited to the hours of between 7:00 a.m. and 8:00 p.m. Monday through Friday, between 9:00 a.m. and 8:00 p.m. on Saturday, if the City's noise standards are exceeded. Interior building construction and tenant improvements shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday, only if the City's noise standards are exceeded. If complaints are received regarding noise from grading or demolition, further restrictions may be imposed on the start time of construction by the Director of Community Development, up to a 9:00 a.m. start time. No construction activity shall be allowed on Sundays or federal holidays. In addition, construction equipment shall be equipped with effective muffling devices. Compliance with this measure is subject to field inspection by City staff. *(Building & Safety)*

21. Security

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

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

- The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street.
- All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).
- Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one footcandle of light on the parking surface from dusk until the termination of business every operating day.

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

22. Antennas – N/A

23. Alcohol – On Sale – N/A

24. Alcohol – Off Sale – N/A

25. Fire

25.1 Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Cypress shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan. *(OCFA)* (Emergency Access Easements)

25.2 Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

- Fire master plan (service code PR145)
  - The Fire Master Plan must show fire hydrants provided along the length of the fire lane at the intervals and quantities specified in CFC Appendix C.
  - The Fire Master Plan must show the fire lane in compliance with all OCFA requirements or provide a swept path analysis, with OCFA fire apparatus dimensions, to show that fire apparatus can negotiate the proposed fire lane.

26. Solid Waste

26.1. The applicant shall construct new or modify its existing trash enclosure structures to house all required solid waste containers (trash, recycle, organics) and possess a solid covered roof that prohibits stormwater to enter and then discharge from the enclosure. *(Public Works, Water Quality)* (Trash Enclosures)

26.2. The applicant shall subscribe to solid waste services from the City's solid waste hauler with no less than one time per week service for trash, recycling, and organics recycling. These shall be properly maintained and not allowed to overflow. Source separated organic recycling is required unless alternatives are approved in writing from the Public Works Director. (Public Works, Water Quality)

26.3. For phased construction, as buildings are occupied, the applicant shall ensure there is adequate room and clearance for solid waste trucks and for placement of construction bins on site during construction. Access ways shall not be blocked without written approval of the Building Official. (Public Works)

26.4. The applicant shall not install a trash compactor at the site without first having received written approval from the City's solid waste hauler. *(Public Works)*

TRAFFIC STUDY FOR SYCAMORE CREEK COMMUNITY CHARTER SCHOOL PROJECT AT 4321 W. CERRITOS AVENUE

CITY OF CYPRESS, CALIFORNIA

APRIL 17, 2024

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JC33053



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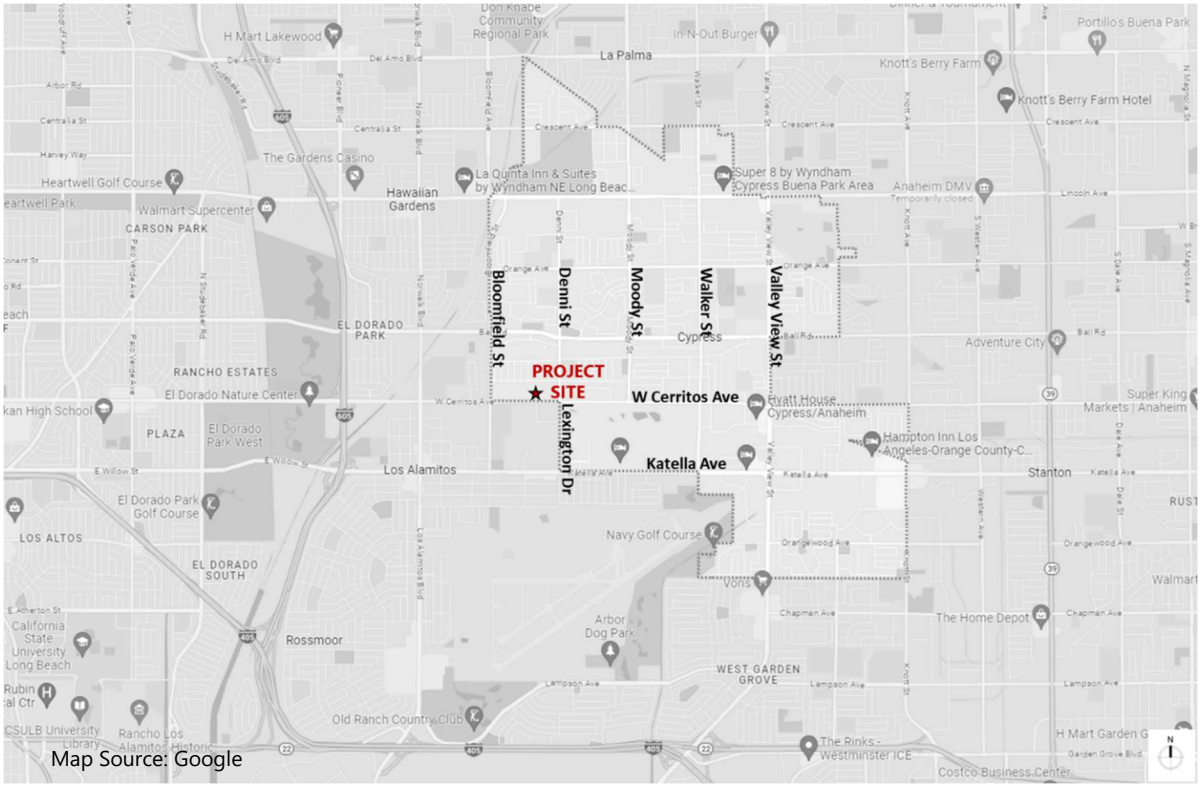
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1.0 INTRODUCTION & ANALYSIS METHODOLOGY

1.1 INTRODUCTION

The proposed project is a new charter school at the Holy Cross Lutheran Church site, located at 4321 W. Cerritos Avenue in the City of Cypress (hereinafter referred to as the 'City'). **Figure 1.1** shows the project site vicinity.

FIGURE 1.1 – PROJECT SITE VICINITY

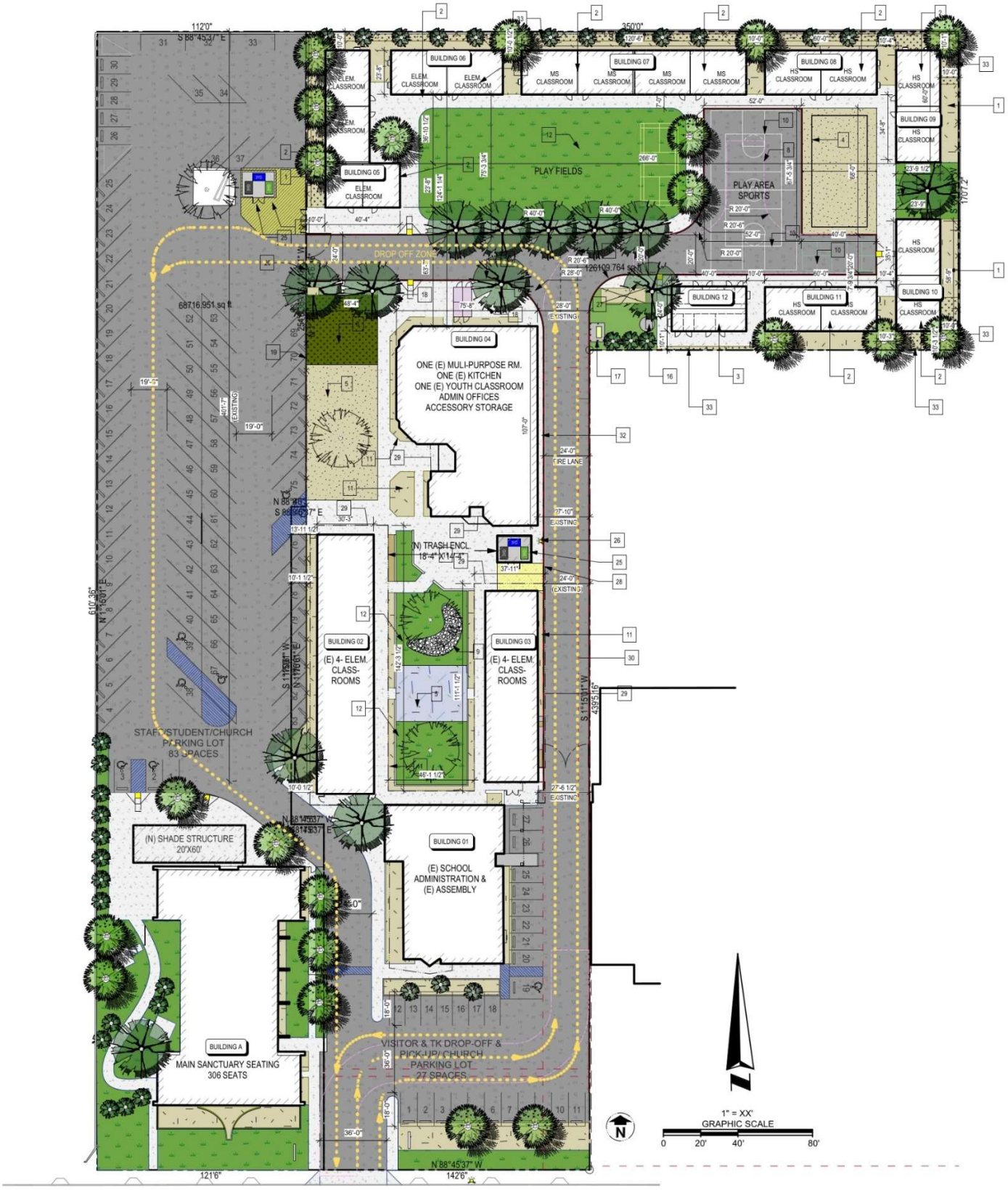


The Sycamore Creek Community School is currently on a different site and is looking to locate onto the subject site to continue to serve the needs of the diverse population of Orange County. It is anticipated that the school will have up to 720 students by 2028. The school hours of operation will be Monday through Friday, 7:00 am to 6:00 pm. The proposed project will provide 110 parking spaces shared between the school and the church. Project site access will be provided via a new driveway located across from Calle Lee. The project proposes to install a traffic signal at the new driveway/Calle Lee/Cerritos Avenue intersection. The project site plan is depicted in **Figure 1.2**.

The subject property is currently occupied by Holy Cross Lutheran Church and a private school with five preschool students. The church currently occupies 7,855 square feet of existing building area. The church will remain while the private preschool will cease to operate. The existing site currently has a west driveway located at the western end of the property and an east driveway located at the eastern end of the property, both of which will be closed in anticipation of the proposed project.

The purpose of this report is to assess the traffic effects associated with the proposed project. The sections below summarize the project study area, study scenarios, and study methodology for this traffic study.

FIGURE 1.2 – PROJECT SITE PLAN



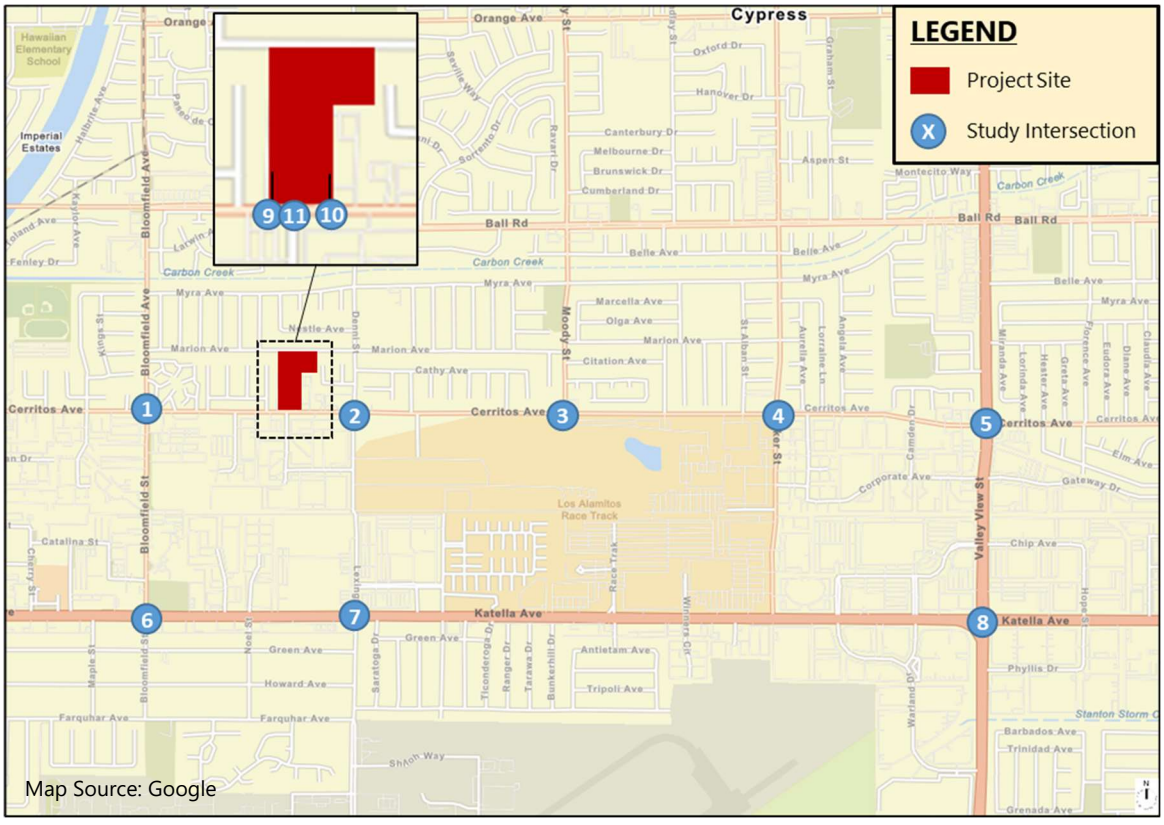
1.2 PROJECT STUDY AREA

The project study area includes 11 study intersections as listed in **Table 1.1** and depicted in **Figure 1.3**. Four of the study intersections are under the jurisdiction of the City of Cypress and three study intersections are under the jurisdiction of the City of Los Alamitos. The four remaining study intersections are located in both cities. It should be noted that a new project driveway at Intersection #11 will serve the site while the project site driveways located at Intersections #9 and #10 will cease to exist upon completion of the proposed project.

TABLE 1.1 – STUDY INTERSECTIONS

No.	Intersection	Control	City
1	Bloomfield Street & W. Cerritos Avenue	Signalized	Los Alamitos
2	Denni Street / Lexington Drive & W. Cerritos Avenue	Signalized	Cypress / Los Alamitos
3	Moody Street & W. Cerritos Avenue	Signalized	Cypress
4	Walker Street & W. Cerritos Avenue	Signalized	Cypress
5	Valley View Street & W. Cerritos Avenue	Signalized	Cypress
6	Bloomfield Street & Katella Avenue	Signalized	Los Alamitos
7	Lexington Drive & Katella Avenue	Signalized	Los Alamitos
8	Valley View Street & Katella Avenue	Signalized	Cypress
9	West Project Driveway & W. Cerritos Avenue	Unsignalized	Cypress / Los Alamitos
10	East Project Driveway & W. Cerritos Avenue	Unsignalized	Cypress / Los Alamitos
11	New Project Driveway / Calle Lee & Cerritos Avenue (Future)	Signalized	Cypress / Los Alamitos

FIGURE 1.3 – STUDY INTERSECTION LOCATIONS



Map Source: Google

1.3 STUDY SCENARIOS

The traffic effects associated with the proposed project were analyzed at the study intersections for the weekday AM and PM peak-hour periods. The study includes the analysis of the following traffic scenarios:

- Existing Conditions
- Future (2028) Without-Project Conditions
- Future (2028) With-Project Conditions

1.4 STUDY METHODOLOGY

An analysis of existing and future weekday AM and PM peak-hour traffic conditions at the study intersections was performed through the use of established traffic engineering techniques. This section outlines the methodologies used to develop traffic conditions for each analysis scenario and the techniques used to determine volume-to-capacity (V/C) ratio, average delay and level-of-service (LOS) values.

Existing Conditions

The existing traffic volumes at the study intersections were based on traffic count data collected during the weekday AM and PM peak periods on Tuesday, May 16, 2023, and Thursday, September 7, 2023. Information pertaining to intersection characteristics, such as traffic control devices, approach lane configurations, and on-street parking restrictions was identified via field work, aerial imagery, and Google Street View imagery. The existing traffic counts and intersection characteristics were used to assess the traffic conditions at the study intersections. The traffic data collection, derivation of existing AM and PM peak hour traffic volumes, and the existing traffic controls, lane configurations, and level-of-service conditions are described in **Section 2** of this report.

Project Trip Generation and Distribution

Due to the unique nature of the proposed school with three class start times in the morning and five class end times in the afternoon as well as the school's current traffic management and trip reduction characteristics, the school trip generation has been derived based on the proposed student and faculty/staff population, staggered class start and end times for each grade, and the proposed school's operations. The project trip generation was then multiplied by the project trip distribution percentages at the study intersections to determine the project volumes added to each intersection turning movement. The methodologies used to determine the project trip generation and trip distribution percentages are described in greater detail in **Section 3** of this report.

Future Without-Project Conditions

In order to account for traffic growth in the study area, an ambient/background traffic growth rate of one percent per year, as agreed with City staff from both Cypress and Los Alamitos, was applied to the existing traffic volumes. Additionally, traffic growth from related projects that are currently planned, approved, or under construction was added to derive the future 2028 Without-Project traffic volumes. The traffic analysis results at the study intersections for this scenario are discussed in **Section 4** of this report.

Future With-Project Conditions

The future With-Project 2028 traffic volumes were determined by adding the traffic associated with the proposed project to the future 2028 Without-Project traffic volumes. The traffic analysis results for this

scenario are discussed in **Section 5** of this report.

Level-of-Service Definition

Level-of-service (LOS) is a term used to qualitatively describe the operating conditions of a roadway or an intersection. The level-of-service of a facility is designated with a letter ranging from A to F. LOS A indicates excellent operating conditions with little delay to motorists, whereas LOS F represents congested conditions with excessive vehicle delay. LOS E is typically defined as the operating "capacity" of a roadway.

Based on guidelines by the City of Cypress, City of Los Alamitos, and the Orange County Congestion Management Plan, the following methodologies were used to evaluate intersection performance:

- Intersection Capacity Utilization (ICU) methodology for signalized intersections under jurisdiction of City of Cypress
- Highway Capacity Manual (HCM) methodology for signalized intersections under jurisdiction of City of Los Alamitos and non-signalized intersections at Project driveways

Roadway level-of-service under the ICU methodology is calculated as the volume of vehicles on the critical movements that pass through the facility divided by the capacity of that facility. A facility is "at capacity" (ICU value of 1.00 or greater) when extreme congestion occurs. This Volume-to-Capacity (V/C) ratio is based upon traffic volumes by lane, signal phasing, and approach lane configuration. The ICU calculations assume a per-lane capacity of 1,700 vehicles per hour with a clearance interval of 0.05.

Table 1.2 defines the level-of-service by letter grade for signalized intersections based on the ICU methodology.

TABLE 1.2 – SIGNALIZED INTERSECTION LEVEL-OF-SERVICE DEFINITIONS (ICU)

Level of Service	Volume-to-Capacity Ratio (V/C)
A	0.000–0.600
B	0.601–0.700
C	0.701–0.800
D	0.801–0.900
E	0.901–1.000
F	> 1.000
SOURCES: Transportation Research Board, *Highway Capacity Manual* (6th Edition)	

The HCM methodology is based on average vehicle delay at the intersection. Average vehicular delays are calculated and reported as level-of service as defined by the Highway Capacity Manual, 6th Edition (HCM 6th). The HCM methodology determines intersection LOS based on operational delay.

Signalized Intersections: The average delay is based on the delay of all vehicles at a signalized intersection.

One-Way and Two-Way Stop-Controlled Intersections: For intersections with stop control on the minor street, the LOS is calculated by the computed or measured delay at each minor street movement such as side street approaches and at major street left turns. The intersection's LOS is

defined only by each movement, and not for the entire intersection. The highest delay at each minor street turning movement and major street left turn is used as the LOS for the intersection.

Table 1.3 defines the level-of-service criteria based on the HCM methodology for signalized and unsignalized intersections.

TABLE 1.3 – SIGNALIZED AND UNSIGNALIZED INTERSECTION LEVEL-OF-SERVICE DEFINITIONS (HCM)

Level of Service	Average Control Delay per Vehicle (Seconds)	
	Signalized	Unsignalized
A	0.0 – 10.0	0.0 – 10.0
B	10.1 – 20.0	10.1 – 15.0
C	20.1 – 35.0	15.1 – 25.0
D	35.1 – 55.0	25.1 – 35.0
E	55.1 – 80.0	35.1 – 50.0
F	80.1 or more	50.1 or more
SOURCES: Transportation Research Board, *Highway Capacity Manual* (6th Edition)		

Significant Traffic Effects and Thresholds

According to the City of Cypress General Plan dated September 10, 2001, a LOS of "D" or better is considered the desired citywide operating standard for most streets. However, exceptions are granted for Valley View Street and Katella Avenue located within the study area due to high volumes of regional traffic, and therefore intersections along these two streets have an acceptable threshold of LOS "E". Intersections with a worse LOS than their threshold are considered deficient.

According to the City of Los Alamitos General Plan, March 2015, the acceptable LOS for intersections during peak hours is "D" or better, except in locations where insufficient right-of-way exists, the intersection or roadway is considered built out, or there is a desire to prioritize pedestrians and cyclists over vehicles. In addition, the study intersection of Bloomfield Street and W. Cerritos Avenue is exempt from the LOS "D" threshold. For the purpose of this report, it is assumed that LOS "E" is considered acceptable at the intersection of Bloomfield Street and W. Cerritos Avenue.

The Orange County Congestion Management Plan (CMP) designates certain major corridors as part of the CMP Network, which includes Katella Avenue in the study area. The CMP requires intersections along the Network to have an LOS of "E" or better, a requirement which is either met or superseded by City of Cypress and City of Los Alamitos requirements.

2.0 EXISTING CONDITIONS

2.1 EXISTING ROADWAY SYSTEM

The key roadways within the study area are described below:

Cerritos Avenue is classified as a Primary roadway in the City of Cypress General Plan Circulation Element and a Primary Arterial in the City of Los Alamitos General Plan, Mobility and Circulation Element. Near the project site, Cerritos Avenue has two through lanes in each direction and a two-way left-turn lane. On-street parking is generally permitted along most of the roadway in the project vicinity. The roadway serves as a connection between the project site, Interstate 605 to the west, and Beach Boulevard/State Route 39 to the east. The posted speed limit is 40 miles per hour (mph) adjacent to the project site.

Katella Avenue is classified as a Major Road in the City of Cypress General Plan Circulation Element and an 8-lane and 6-lane Smart Street west and east of Los Alamitos Boulevard, respectively, according to the City of Los Alamitos General Plan, Mobility and Circulation Element. Katella Avenue extends westerly to Coyote Creek near Interstate 605 where it continues as Willow Street, and extends easterly past Wanda Road in the City of Orange where it continues as Villa Park Road. Katella Avenue has three through lanes in each direction and a raised median with left-turn pockets at key intersections. On-street parking is permitted along some sections of the roadway. The posted speed limit is 40 mph.

Bloomfield Street is classified as a Secondary roadway in the City of Cypress General Plan Circulation Element, and a Secondary Arterial north of Katella Avenue and a local street south of Katella Avenue according to the City of Los Alamitos General Plan, Mobility and Circulation Element. Bloomfield Street extends from Lincoln Avenue, to the north, to Farquhar Avenue on the south. The roadway provides two lanes and one lane in each direction north and south of Katella Avenue, respectively. In the project vicinity, this road has a striped median and left-turn pockets at key intersections. On-street parking is generally not permitted. There is a Class II bike lane on both sides. The posted speed limit is 40 mph.

Denni Street/Lexington Drive is classified as a Secondary roadway according to the City of Cypress General Plan Circulation Element. In the City of Los Alamitos General Plan Mobility and Circulation Element, Lexington Drive is classified as a Secondary Arterial between Cerritos Avenue and Katella Avenue and a local street south of Katella Avenue. This road has two through lanes in each direction north of Cerritos Avenue and one through lane in each direction south of Cerritos Avenue. North of Cerritos Avenue, the posted speed limit is 35 mph.

Moody Street is classified as a Primary roadway according to the City of Cypress General Plan Circulation Element. The road has two through lanes in each direction, a raised median, and left-turn pockets at key intersections. There is a Class II bike lane in both directions. The road's southern terminus is at Cerritos Avenue, while the road extends northerly to Houston Avenue where it becomes Carmenita Road. The posted speed limit is 40 mph.

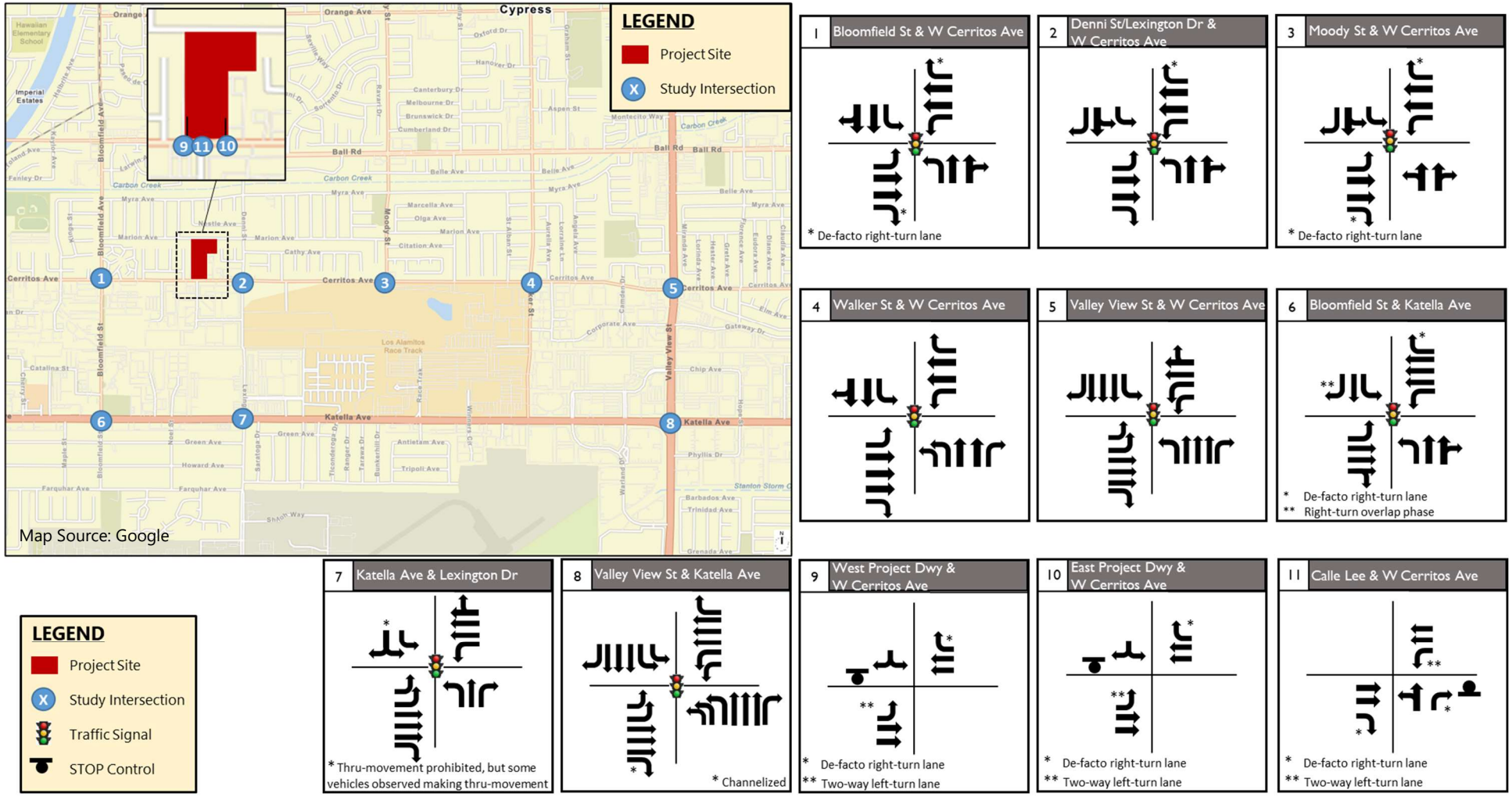
Walker Street is classified as a Secondary roadway according to the City of Cypress General Plan Circulation Element. In the project vicinity, the road has two through lanes in each direction with an additional northbound through lane forming ¼ mile north of Katella Avenue to Cerritos Avenue. There is a striped median with left-turn pockets at key intersections. There is a Class II bike lane in both directions north of Cerritos Avenue. The road's southern terminus is at Katella Avenue and to the

north it extends to 183rd Street where it becomes Marquardt Avenue. The posted speed limit is 40 mph.

Valley View Street is classified as a Major Road according to the City of Cypress General Plan Circulation Element. In the project vicinity, Valley View Street has three through lanes in each direction and a raised median with left-turn pockets at key intersections. On-street parking is permitted along some sections of the roadway. The roadway connects the area around the Project site pass State Route 91 to Artesia Boulevard to the north where it becomes Valley View Avenue, and Interstate 405 and State Route 22 to the south where it becomes Bolsa Chica Road. The road has a Class II bike lane on both sides north of Ball Road (one mile north of Cerritos Avenue), and a southbound Class II bike lane to Cerritos Avenue. The posted speed limit is 45 mph.

Figure 2.1 illustrates the existing traffic controls and approach lane geometries at the study intersections.

FIGURE 2.1 – EXISTING INTERSECTION GEOMETRY



2.2 EXISTING TRANSIT SERVICE

Table 2.1 provides a description of the existing public transit operating within the study area. As shown in this table, one OCTA route serves stops within ½ mile of the project location. The existing bus line serving the study area is depicted in **Figure 2.2**.

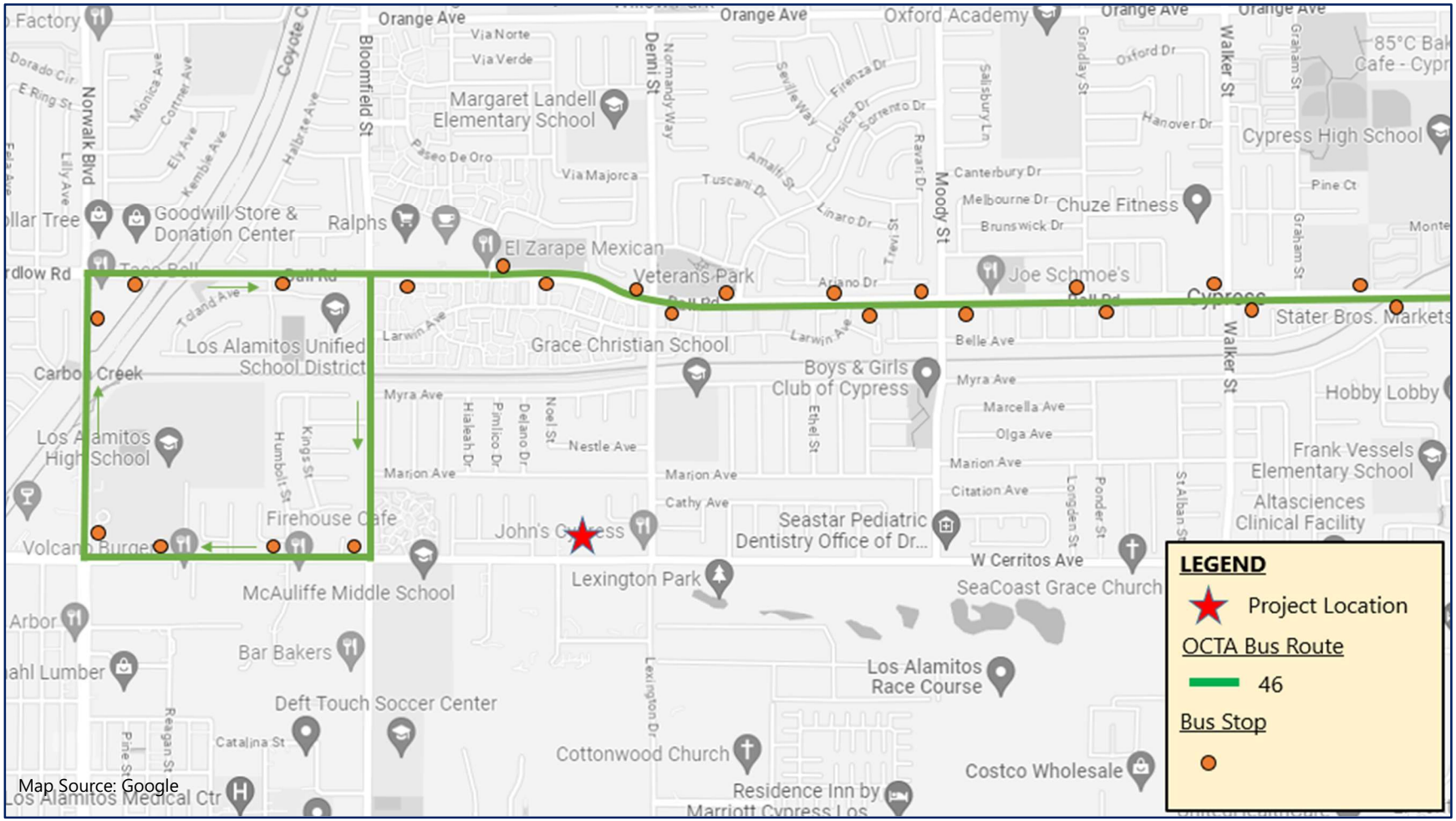
TABLE 2.1 - EXISTING TRANSIT SERVICE SUMMARY

Agency	Line	From	To	Via	Peak Headway
Orange County Transportation Authority (OCTA)	46	The Village at Orange	Norwalk & Wardlow	Ball Rd, Bloomfield St, Cerritos Ave, Norwalk Blvd	40 min

Note: Peak headways are as of May 14, 2023.

OCTA provides public bus service for the proposed project via bus stops for Line 46, which runs along Ball Road before making a clockwise loop around Bloomfield Street, Cerritos Avenue, and Norwalk Boulevard. This is a one-way loop with stops on the "inside". The nearest stop, at Cerritos Avenue and Bloomfield Street, is about 0.4 miles away, or an approximate 8-minute walk.

FIGURE 2.2 – EXISTING TRANSIT SERVICE



2.3 EXISTING TRAFFIC VOLUMES

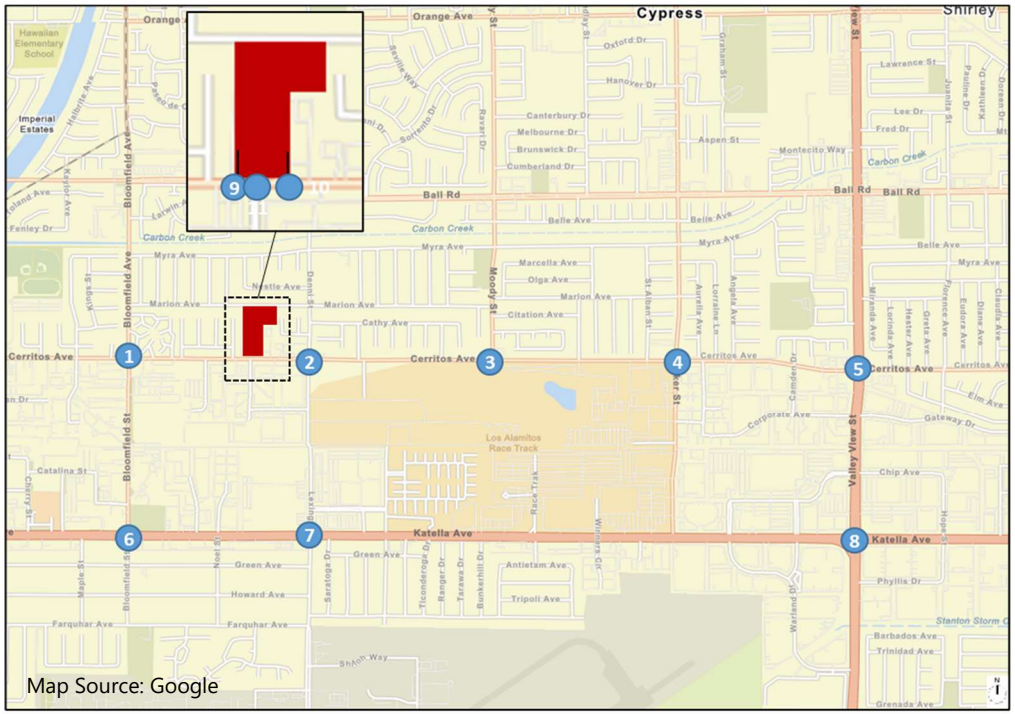
New traffic counts were conducted at the 11 study intersections listed below. The traffic counts were collected on a typical weekday on Tuesday, May 16 and Thursday, September 7, 2023, from 7:00 AM to 9:00 AM and from 2:00 PM to 6:00 PM, which are the critical timeframes for school peak traffic on the road network in the study area. The traffic count data sheets are provided in **Appendix A** of this report.

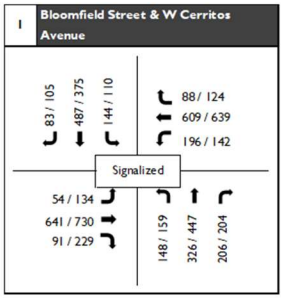
No.	Intersection	Control
1	Bloomfield Street & W. Cerritos Avenue	Signalized
2	Denni Street / Lexington Drive & W. Cerritos Avenue	Signalized
3	Moody Street & W. Cerritos Avenue	Signalized
4	Walker Street & W. Cerritos Avenue	Signalized
5	Valley View Street & W. Cerritos Avenue	Signalized
6	Bloomfield Street & Katella Avenue	Signalized
7	Katella Avenue & Lexington Drive	Signalized
8	Valley View Street & Katella Avenue	Signalized
9	West Project Driveway & W. Cerritos Avenue	Unsignalized
10	East Project Driveway & W. Cerritos Avenue	Unsignalized
11	New Project Driveway / Calle Lee & Cerritos Avenue	Unsignalized

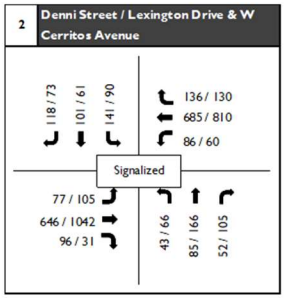
The peak hour traffic volumes from both the AM and PM peak periods were determined based on the sum of the four highest consecutive 15-minute total traffic counts at each intersection. The existing weekday traffic volumes for the AM and PM peak hours are illustrated in **Figure 2.3**.

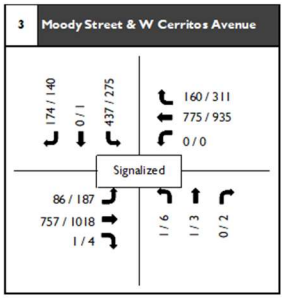
It should be noted that the PM peak hour traffic counts at some intersections do not coincide with the PM peak hour of the proposed school, which would occur when classes end. Therefore, the existing PM peak hour intersection counts, which were used for this traffic analysis, are considered conservative when determining the traffic effects of the proposed project at the study intersections.

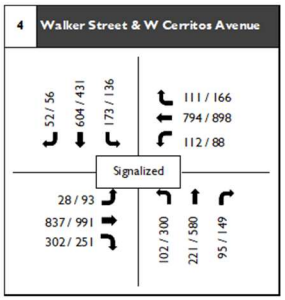
FIGURE 2.3 – EXISTING WEEKDAY PEAK-HOUR TRAFFIC VOLUMES

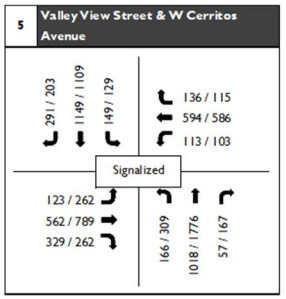


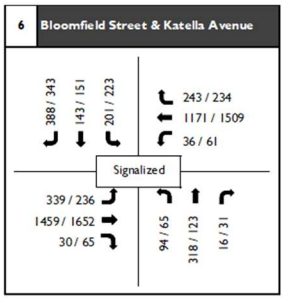






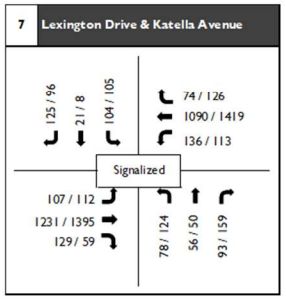


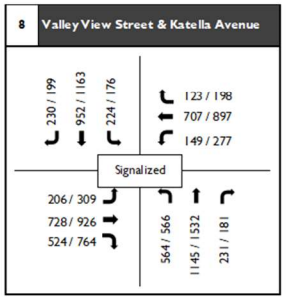


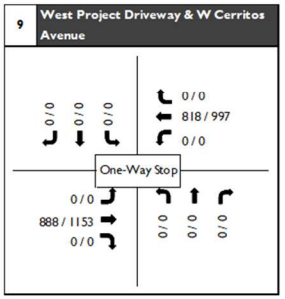


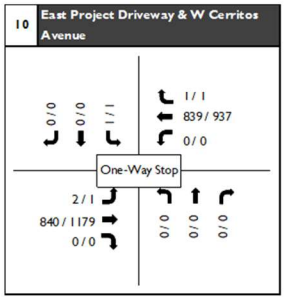
LEGEND

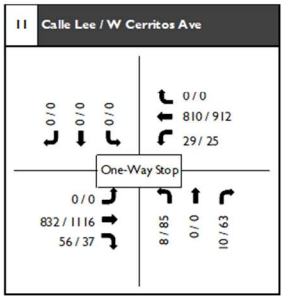
- Project Site
- X — Study Intersection
- XX/XX — AM/PM peak-hour traffic volumes











2.4 EXISTING INTERSECTION LEVELS OF SERVICE

Based on the intersection lane geometries depicted in **Figure 2.1** and the existing traffic volumes illustrated on **Figure 2.3**, the volume-to-capacity, average delay and corresponding level-of-services (LOS) values for the weekday AM and PM peak hours were determined for each of the study intersections. The existing LOS worksheets are provided in **Appendix B** of this report.

Table 2.2 summarizes the volume-to-capacity, average delay, and LOS values for the existing conditions. As shown in this table, all of the study intersections are currently operating at LOS D or better during both the weekday AM and PM peak hours, except at the intersection of Calle Lee and W. Cerritos Avenue (Intersection #11) where it is operating at LOS E during the PM peak hour.

TABLE 2.2 – INTERSECTION PERFORMANCE - EXISTING CONDITIONS

Intersection		Jurisdiction	Methodology	Peak Hour	Existing	
					V/C or Delay (Sec)	LOS
1	Bloomfield St / W. Cerritos Ave	Los Alamitos	HCM	AM	38.3	D
				PM	31.1	C
2	Denni St / Lexington Dr & W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	19.2	B
				PM	19.5	B
			ICU	AM	0.440	A
				PM	0.556	A
3	Moody St / W. Cerritos Ave	Cypress	ICU	AM	0.496	A
				PM	0.566	A
4	Walker St / W. Cerritos Ave	Cypress	ICU	AM	0.564	A
				PM	0.669	B
5	Valley View St / W. Cerritos Ave	Cypress	ICU	AM	0.678	B
				PM	0.823	D
6	Bloomfield St / Katella Ave	Los Alamitos	HCM	AM	27.8	C
				PM	25.3	C
7	Katella Ave / Lexington Dr	Los Alamitos	HCM	AM	25.3	C
				PM	24.8	C
8	Valley View St / Katella Ave	Cypress	ICU	AM	0.585	A
				PM	0.727	C
9	West Project Dwy / W. Cerritos Ave *	Cypress / Los Alamitos	HCM	AM	0.0	A
				PM	0.0	A
10	East Project Dwy / W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	18.8	C
				PM	22.0	C
11	Calle Lee / W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	20.0	C
				PM	45.2	E

V/C = Volume-to-Capacity; LOS = Level-of-Service

Note: Methodology is based on the jurisdiction of the intersection. For intersections in both the Cities of Cypress and Los Alamitos, both methodologies are used.

* No vehicles entered or exited the West Project driveway. Therefore, the average delay for the most critical turn movement is zero.

3.0 PROPOSED PROJECT

This section defines the school operation plan and the traffic that would be generated by the proposed project in a three-step process including trip generation, trip distribution, and trip assignment.

3.1 SCHOOL OPERATION PLAN

The proposed school will have multiple drop-off and pick-up periods so that vehicles do not all arrive and depart at the same time. The morning start times, afternoon end times, and the anticipated drop-off and pick-up periods are summarized below in **Table 3.1**.

TABLE 3.1 – PROPOSED SCHOOL SCHEDULE

Grade/Group	Drop-Off Period	Start Time	Pick-Up Period	End Time
Before School Care *	7:00 AM to 8:00 AM	-	-	-
Tk/K	8:15 AM to 8:29 AM	8:30 AM	12:20 PM to 12:30 PM	12:30 PM
1st - 3rd Grades	8:15 AM to 8:29 AM	8:30 AM	1:45 PM to 2:09 PM	2:00 PM
4th - 6th Grades	8:00 AM to 8:14 AM	8:15 AM	2:15 PM to 2:39 PM	2:30 PM
7th - 8th Grades	8:00 AM to 8:14 AM	8:15 AM	2:45 PM to 3:09 PM	3:00 PM
9th - 12th Grades	8:30 AM to 8:44 AM	8:45 AM	3:15 PM to 3:39 PM	3:30 PM
Afterschool Activities	-	-	4:00 PM to 5:59 PM	-

* The State is requiring the school to offer 'school care' for parents who need to drop off their child early before school starts.

The school will have an effective one-way circulation for drop-off and pick-up activity whereby all parents will enter and exit the new project driveway.

Morning

- All parents will enter and exit the new project driveway for drop off.

Afternoon

- Parents of 1st through 12th grade students will enter from the new project driveway, travel north on the eastern internal road, pick up the students at the northern portion of the site, and then travel south through the western parking lot and exit from the new project driveway.
- For Tk/K students who get picked up at 12:30 PM when class ends, parents will enter via the new project driveway, park their vehicles in the southeast parking lot, and then walk in to pick up.

Staff parking will be provided in both the west and southeast parking lots within the site.

The school will allow 11th and 12th grade students to drive to school; up to 50 parking spaces will be provided for these students.

3.2 PROJECT TRIP GENERATION

Due to the unique nature of the proposed school with three class start times in the morning and five class end times in the afternoon as well as the school's current traffic management and trip reduction characteristics, the school trip generation has been derived based on the proposed student and faculty/staff

population, staggered start and end times for each grade, and the proposed school's operations as summarized in **Table 3.1** and **Tables 3.2**.

Vehicle Trip Reduction

The existing school currently has students who carpool with other siblings or with students from other families who also attend the same school. The proposed school is also expected to have students who reside in close proximity to the school and therefore some students may travel by foot or bike rather than travel by passenger car. As the school operations will be similar after the relocation, it is anticipated that the vehicle trip reduction characteristics for the proposed school would be the same as the existing school.

An observation of the number of vehicles that drop off at the existing school was conducted on a typical school day on Tuesday, September 12, 2023. It was observed that a total of 105 vehicles dropped off students at the existing school. As there are 170 existing students, the vehicle trip reduction associated with carpooling and walking/biking is approximately 38%. For the purpose of this study, a vehicle trip discount of 35% was assumed when estimating the trip generation of the proposed school in order to be conservative.

In addition, some students at the existing school get dropped off early as some parents have to get to work after drop-off. It should be noted that early drop off of students at other schools is fairly common as well. Approximately 18% of the vehicles that dropped off occurred before 8:00 AM based on observations at the existing school. The drop-off observation data is provided in **Appendix C**. It is anticipated that the early drop-offs that were observed at the existing school would also occur at the proposed school. The same percentage of early drop-offs was applied for the proposed school.

Total Vehicle Drop-Off and Pick-Up by Grade

Table 3.2 summarizes the total number of students by grade who will be dropped off in the morning and picked up in the afternoon as well as for afterschool activities.

TABLE 3.2 – TOTAL VEHICLE DROP-OFF AND PICK-UP BY GRADE

Grade	Students	Maximum students driving to school	Students (Excl. Student Drivers)	% vehicle trip reduction due to students who carpool and bike/walk [2]	% of vehicles that drop off early before 8:00AM [2]	Vehicles that drop-off for Early Care (i.e. before 8:00 AM)	Vehicles that drop-off at class start time	Vehicles that pick-up at class end time [3]	Vehicles that pick-up for afterschool activities [3]
Tk [1]	36		36	35%	18%	**4**	**19**	**5**	**5**
K [1]	36		36			**4**	**19**	**5**	**5**
1st	54		54			**6**	**29**	**26**	**9**
2nd	54		54			**6**	**29**	**26**	**9**
3rd	54		54			**6**	**29**	**26**	**9**
4th	54		54			**7**	**29**	**27**	**9**
5th	54		54			**7**	**29**	**27**	**9**
6th	54		54			**7**	**29**	**27**	**9**
7th	54		54			**7**	**29**	**27**	**9**
8th	54		54			**7**	**29**	**27**	**9**
9th	54		54			**6**	**29**	**26**	**9**
10th	54		54			**6**	**29**	**26**	**9**
11th	54	50	29			**3**	**15**	**14**	**4**
12th	54		29			**3**	**15**	**14**	**4**
Total	**720**	**50**	**670**			**79**	**358**	**303**	**108**

[1] 20% of students get picked up at class end time and another 20% of students get picked up during afterschool period from 4:00PM to 6:00PM. The remaining 60% of students get picked up with siblings at 2:00PM, 2:30PM, 3:00PM, and 3:30PM.

[2] Vehicle trip reduction rate based on current conditions at existing Sycamore Creek School

[3] Estimated 25% of 1st to 12th graders stay on campus for afterschool activities and remaining 75% get picked up at class end times.

Vehicle Trips during AM and PM School Peak Periods

Table 3.3 shows the anticipated number of vehicles that will drop off by grade during the AM peak period with a school population of 720 students. In addition, there will also be up to 50 students in 11th and 12th grade who will drive to school prior to the 8:45 AM start time. About 50% of faculty and staff are estimated to arrive during the AM peak hour. The school's AM peak hour would occur from 7:45 AM to 8:44 AM with an estimated 830 vehicle trips including 451 inbound and 379 outbound trips.

Table 3.4 shows the anticipated number of vehicles that will pick up by grade during the PM peak period with a school population of 720 students. As described above, there will be five class end times at 12:30 PM, 2:00 PM, 2:30 PM, 3:00 PM, and 3:30 PM as well as after-school activities between 4:00 PM and 6:00 PM. Therefore, the vehicular activities will be dispersed starting from approximately 12:20 PM to 6:00 PM. In addition, it is assumed that approximately 50% of the faculty/staff would leave the school during the PM peak hour. As shown in **Table 3.4**, the PM peak hour of the school would occur from 1:45 PM to 2:44 PM with an estimated 340 vehicle trips including 159 inbound and 181 outbound trips.

TABLE 3.3 – VEHICLE TRIPS DURING AM PEAK

Time Period	Early Drop-Off		Tk/K		1st - 3rd Grades		4th - 6th Grades		7th - 8th Grades		9th - 12th Grades		Total Vehicles Dropping Off		
	%	Vehicle	%	Vehicle	%	Vehicle	%	Vehicle	%	Vehicle	%	Vehicle	In	Out	Total
7:00 AM to 7:04 AM	8%	6											6	6	12
7:05 AM to 7:09 AM	8%	6											6	6	12
7:10 AM to 7:14 AM	8%	6											6	6	12
7:15 AM to 7:19 AM	8%	6											6	6	12
7:20 AM to 7:24 AM	8%	6											6	6	12
7:25 AM to 7:29 AM	8%	7											7	7	14
7:30 AM to 7:34 AM	8%	7											7	7	14
7:35 AM to 7:39 AM	8%	7											7	7	14
7:40 AM to 7:44 AM	9%	7											7	7	14
7:45 AM to 7:49 AM	9%	7											7	7	14
7:50 AM to 7:54 AM	9%	7											7	7	14
7:55 AM to 7:59 AM	9%	7											7	7	14
8:00 AM to 8:04 AM							20%	17	20%	12			29	29	58
8:05 AM to 8:09 AM							40%	35	40%	23			58	58	116
8:10 AM to 8:14 AM							40%	35	40%	23			58	58	116
8:15 AM to 8:19 AM			20%	8	20%	17							25	25	50
8:20 AM to 8:24 AM			40%	15	40%	35							50	50	100
8:25 AM to 8:29 AM			40%	15	40%	35							50	50	100
8:30 AM to 8:34 AM											20%	18	18	18	36
8:35 AM to 8:39 AM											40%	35	35	35	70
8:40 AM to 8:44 AM											40%	35	35	35	70
Total vehicles drop-off		79		38		87		87		58		88	437	437	874

Time Period	Total (Hourly)
7:00 AM to 8:00 AM	158
7:05 AM to 8:04 AM	204
7:10 AM to 8:09 AM	308
7:15 AM to 8:14 AM	412
7:20 AM to 8:19 AM	450
7:25 AM to 8:24 AM	538
7:30 AM to 8:29 AM	624
7:35 AM to 8:34 AM	646
7:40 AM to 8:39 AM	702
7:45 AM to 8:44 AM	758
7:50 AM to 8:49 AM	744
7:55 AM to 8:54 AM	730
8:00 AM to 8:59 AM	716
8:05 AM to 9:04 AM	658
8:10 AM to 9:09 AM	542
8:15 AM to 9:14 AM	426

Total number of vehicles by student drivers arriving to school during AM peak hour	50	0	50
Total number of vehicles by faculty/staff arriving to school during AM peak hour (approx. 50% of faculty/staff)	22	0	22
Total number of vehicles during AM peak hour (7:45 AM to 8:44 AM)	**451**	**379**	**830**

Derived AM peak hour trip rate based on total number of vehicles per student	**In**	**Out**	**Veh/Student**
	54%	**46%**	**1.153**

TABLE 3.4 – VEHICLE TRIPS DURING PM PEAK

Time Period	Tk/K		1st - 3rd Grades		4th - 6th Grades		7th - 8th Grades		9th - 12th Grades		Total Vehicles Picking Up		Total Student Vehicles		Total Vehicles (Picking Up and Students)			Time Period	Total (Hourly)
	%	Vehicle	%	Vehicle	%	Vehicle	%	Vehicle	%	Vehicle	In	Out	In	Out	In	Out	Total		
12:20 PM to 12:24 PM	50%	5									5	0	0	0	5	0	5		
12:25 PM to 12:29 PM	50%	5									5	0	0	0	5	0	5		
12:30 PM to 12:34 PM											0	10	0	0	0	10	10		
1:45 PM to 1:49 PM			15%	12							12	0	0	0	12	0	12	1:45 PM to 2:44 PM	318
1:50 PM to 1:54 PM			20%	16							16	0	0	0	16	0	16	1:50 PM to 2:49 PM	314
1:55 PM to 1:59 PM			35%	26							26	0	0	0	26	0	26	1:55 PM to 2:54 PM	309
2:00 PM to 2:04 PM			20%	16							16	25	0	0	16	25	41	2:00 PM to 2:59 PM	302
2:05 PM to 2:09 PM			10%	8							8	25	0	0	8	25	33	2:05 PM to 3:04 PM	302
2:10 PM to 2:14 PM											0	25	0	0	0	25	25	2:10 PM to 3:09 PM	298
2:15 PM to 2:19 PM					15%	13					13	3	0	0	13	3	16	2:15 PM to 3:14 PM	273
2:20 PM to 2:24 PM					20%	16					16	0	0	0	16	0	16	2:20 PM to 3:19 PM	269
2:25 PM to 2:29 PM					35%	28					28	0	0	0	28	0	28	2:25 PM to 3:24 PM	269
2:30 PM to 2:34 PM					20%	16					16	30	0	0	16	30	46	2:30 PM to 3:29 PM	269
2:35 PM to 2:39 PM					10%	8					8	30	0	0	8	30	38	2:35 PM to 3:34 PM	282
2:40 PM to 2:44 PM											0	21	0	0	0	21	21	2:40 PM to 3:39 PM	295
2:45 PM to 2:49 PM							15%	8			8	0	0	0	8	0	8	2:45 PM to 3:44 PM	306
2:50 PM to 2:54 PM							20%	11			11	0	0	0	11	0	11		
2:55 PM to 2:59 PM							35%	19			19	0	0	0	19	0	19		
3:00 PM to 3:04 PM							20%	11			11	30	0	0	11	30	41		
3:05 PM to 3:09 PM							10%	5			5	24	0	0	5	24	29		
3:10 PM to 3:14 PM											0	0	0	0	0	0	0		
3:15 PM to 3:19 PM									15%	12	12	0	0	0	12	0	12		
3:20 PM to 3:24 PM									20%	16	16	0	0	0	16	0	16		
3:25 PM to 3:29 PM									35%	28	28	0	0	0	28	0	28		
3:30 PM to 3:34 PM									20%	16	16	30	0	13	16	43	59		
3:35 PM to 3:39 PM									10%	8	8	30	0	13	8	43	51		
3:40 PM to 3:44 PM											0	20	0	12	0	32	32		
Total (12:20 to 3:44 PM)		10		78		81		54		80	303	303	0	38	303	341	644		

Total number of vehicles by faculty/staff leaving the school between 1:45 PM and 2:44 PM (approx. 50% of faculty/staff)	0	22	22
Total number of vehicles (Picking Up and Students) between 1:45 PM and 2:44 PM	159	159	318
Total number of vehicles during highest PM peak hour (1:45 PM to 2:44 PM)	**159**	**181**	**340**

Derived PM peak hour trip rate based on total number of vehicles per student	**In**	**Out**	**Veh/Student**
	47%	**53%**	**0.472**

Afterschool Activity Period (4:00 PM to 6:00 PM)	**In**	**Out**	**Total**
Afterschool activities are anticipated to end at different times. Half of the 86 vehicles are estimated to pick up during each of the two hours from 4:00PM to 6:00PM. Parents will park and then pick up the students.	108	108	216
Total number of vehicles by student drivers leaving the school between 4:00 PM and 6:00 PM	0	24	24
Total number of vehicles by faculty/staff leaving the school between 4:00 PM and 6:00 PM (25% of faculty/staff)	0	11	11
Total (2 Hours)	108	143	251

Table 3.5 summarizes the project trip generation during the AM and PM peak hours. For the existing preschool that will be removed in anticipation of the proposed project and the existing church that will remain on-site, the trip generation for these land uses were derived based on trip rates from the *Institute of Transportation Engineers Trip Generation Manual, 11th Edition*.

As shown in **Table 3.5**, the proposed project would result in a net trip generation of approximately 826 vehicle trips (449 inbound and 377 outbound) during the AM peak hour and 336 vehicle trips (157 inbound and 179 outbound) during the PM peak hour. With the existing church to remain on site, the trip generation at the project driveways would be approximately 829 vehicle trips (451 inbound and 378 outbound) during the AM peak hour and 340 vehicle trips (159 inbound and 181 outbound) during the PM peak hour.

It should be noted that the estimated daily project trip generation is for reference only and is not used in the traffic analysis.

TABLE 3.5 – PROJECT TRIP GENERATION

Land Use		Size		Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
ITE Trip Rate [1]										
-	Charter School (K-12) [1][2]	Per Student		3.03	54%	46%	1.153	47%	53%	0.472
565	Day Care Center [3]	Per Student		4.09	53%	47%	0.79	47%	53%	0.81
560	Church [3]	Per 1,000 Sq. Ft. GFA		7.60	62%	38%	0.32	44%	56%	0.49
Proposed Land Use										
Charter School (K-12) [A]		720	Students	2,182	451	379	830	159	181	340
Existing Land Use (To Be Removed)										
Preschool [B]		5	Students	*20*	*2*	*2*	*4*	*2*	*2*	*4*
NET TRIP GENERATION [C] = [A] - [B]				**2,162**	**449**	**377**	**826**	**157**	**179**	**336**
Existing Land Use (To Remain)										
Church [D]		7,855	Sq. Ft.	60	2	1	3	2	2	4
TRIP GENERATION AT PROJECT DRIVEWAYS [E] = [C] + [D]				2,222	451	378	829	159	181	340

[1] The AM and PM peak hour trip rates are derived based on proposed student and faculty/staff population, staggered class times, and unique Sycamore School operations.

[2] The *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition,* does not provide daily trip rate for Charter School (K-12). The ITE trip rates for daily and weekday AM and PM peak hour of generator for Private School (K-12) were reviewed. The daily trip rate for Private School (K-12) were factored up based on the ratio of the combined AM and PM peak hour trip rates for Charter School (K-12) and Private School (K-12) to derive the daily trip rate for Charter School (K-12). The daily trip rate, which is not used for traffic analysis, is provided for reference only.

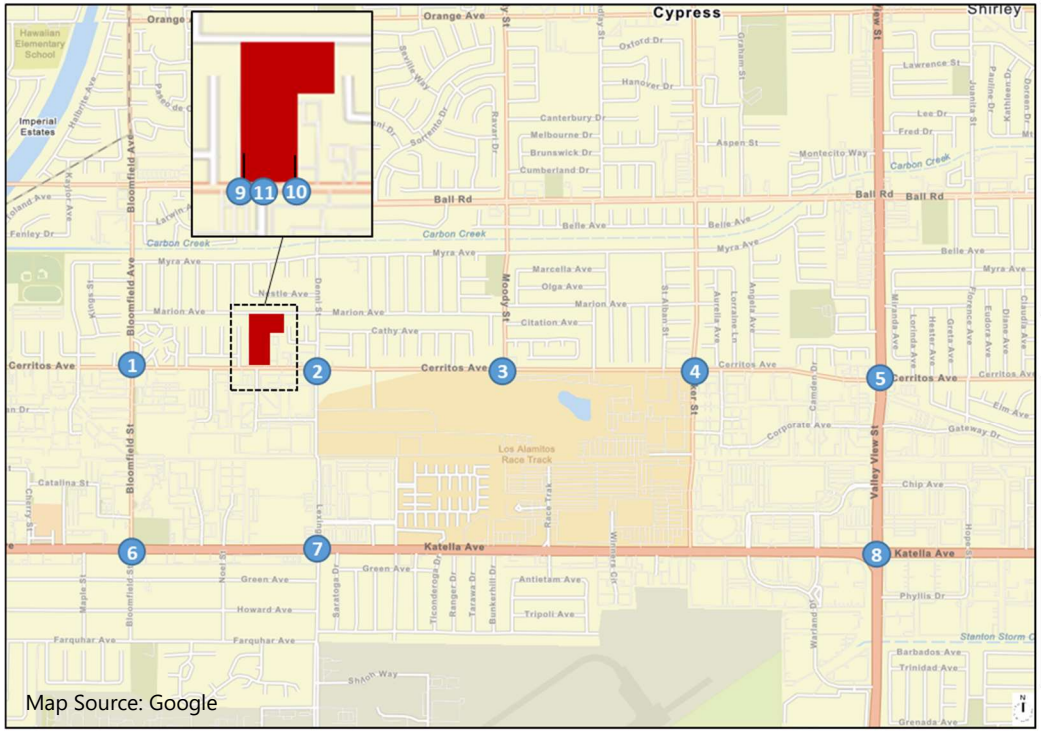
[3] Source: *Institute of Transportation Engineers (ITE) Trip Generation Book, 11th Edition*

3.3 PROJECT TRIP DISTRIBUTION

Trip distribution is the process of assigning the directions from which traffic will access the project site. For the proposed project, the trip distribution takes into account the existing school's student address locations (approx. 150 students) as shown in **Appendix D**, population characteristics in the project vicinity and the school's new location relative to the regional roadway network.

Figures 3.1 and **3.2** depict the project trip distribution percentages at the study intersections for the weekday AM and PM peak hours, respectively, that were used for this study.

FIGURE 3.1 – PROJECT TRIP DISTRIBUTION – AM PEAK HOUR



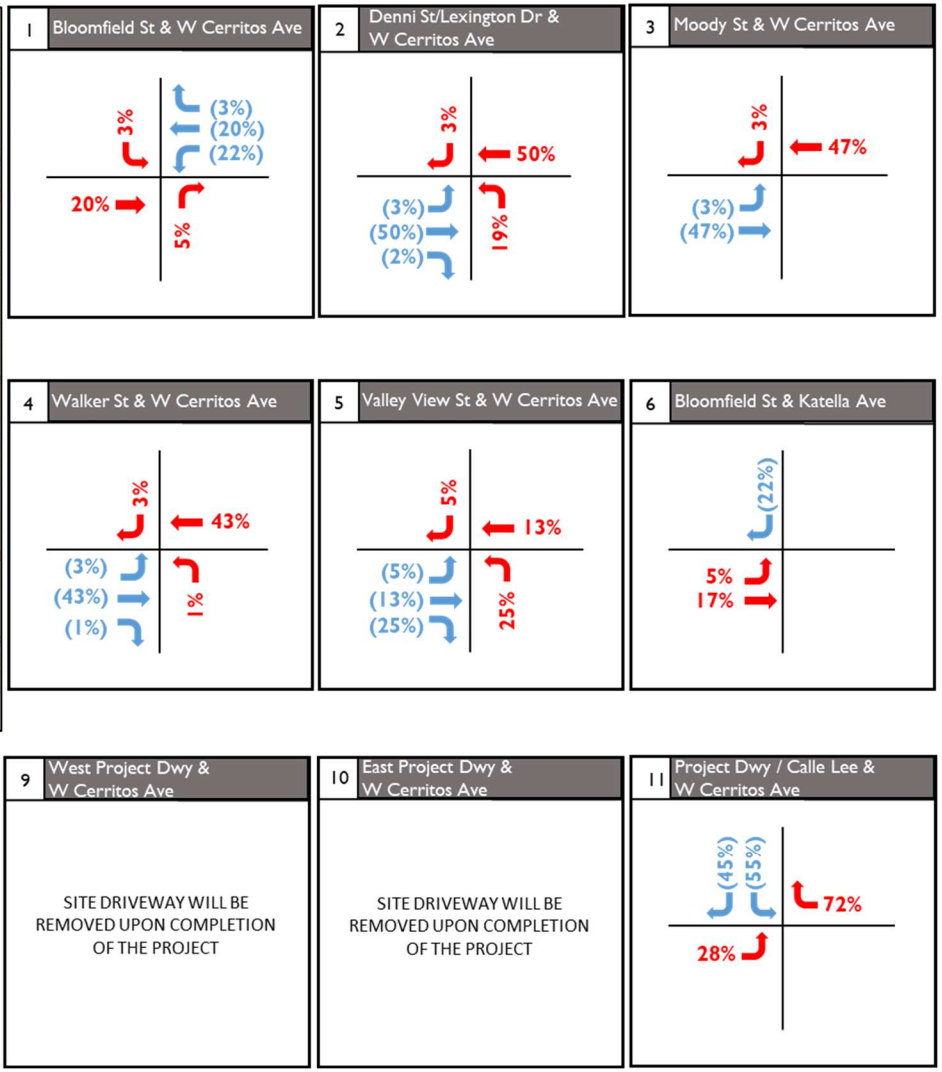
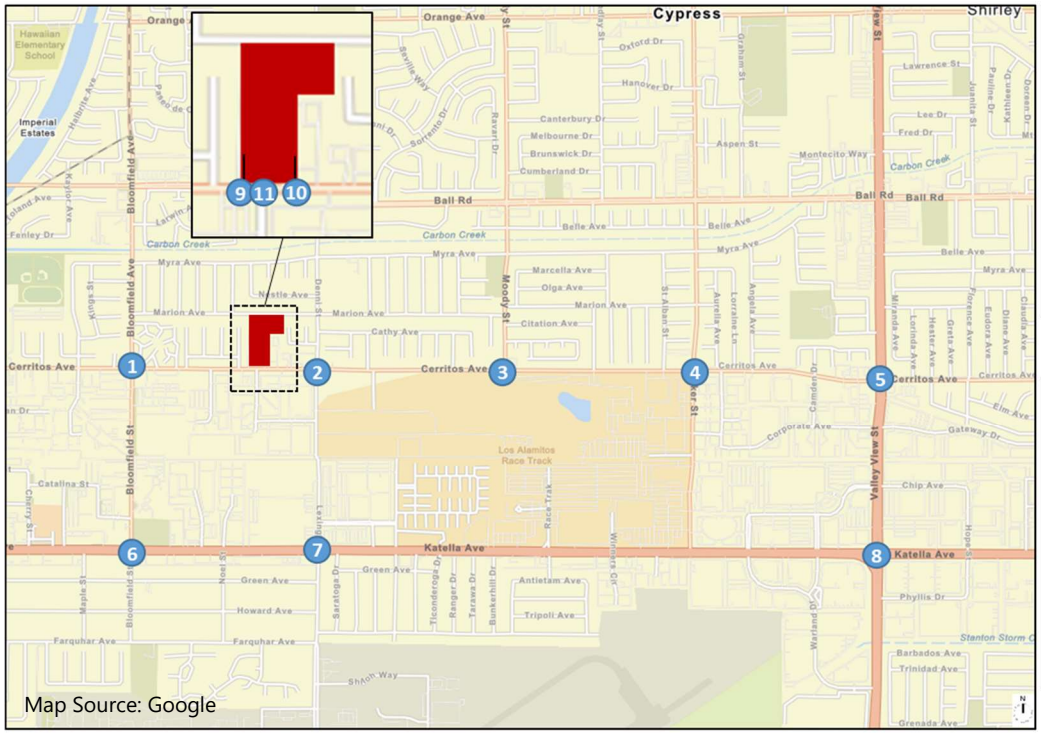
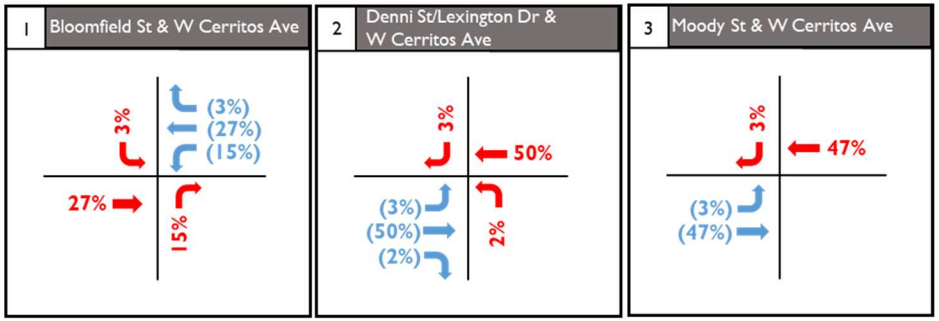
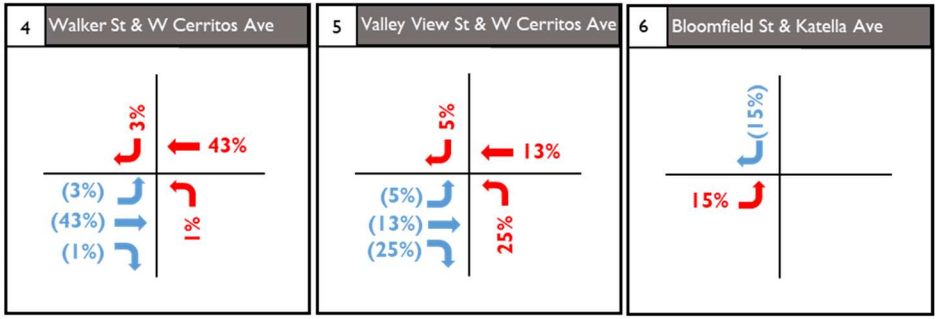
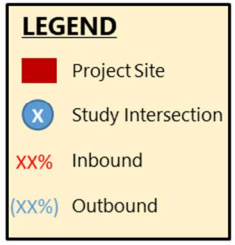


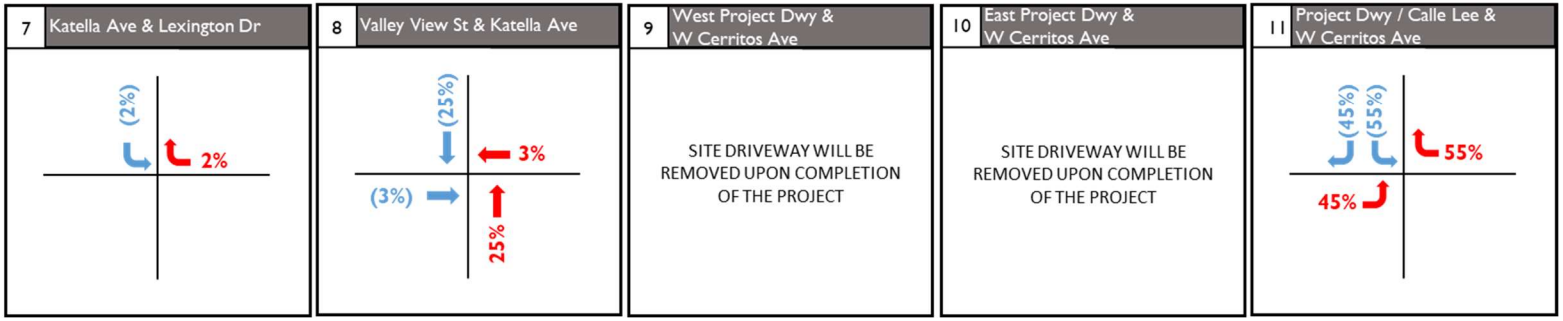
FIGURE 3.2 – PROJECT TRIP DISTRIBUTION – PM PEAK HOUR











3.4 PROJECT TRIP ASSIGNMENT

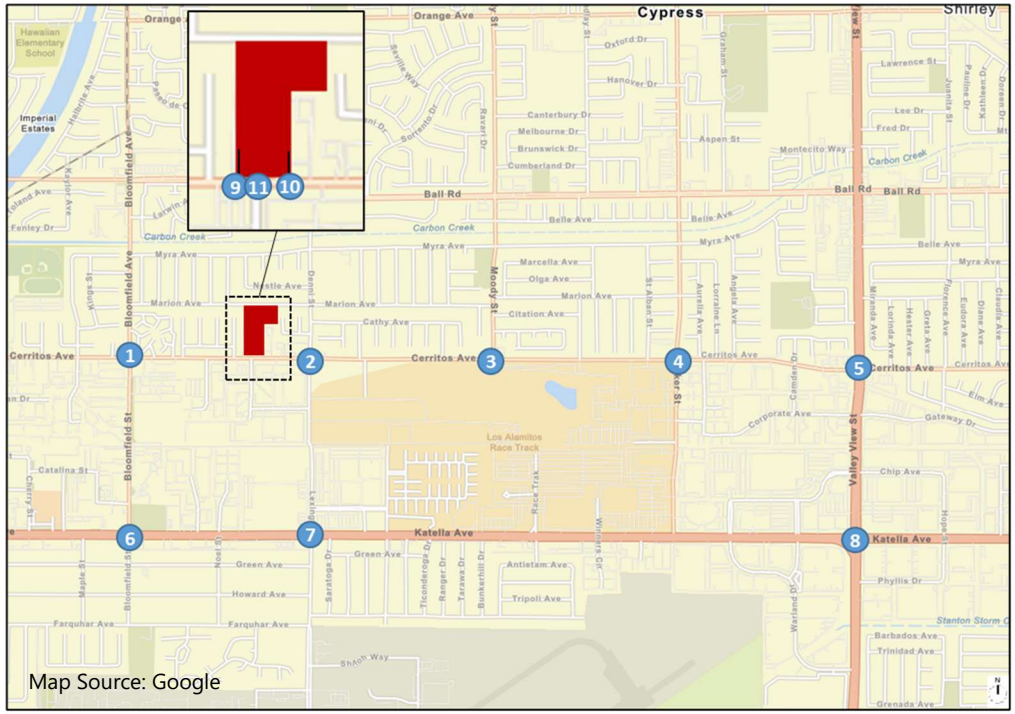
Based on the trip generation and distribution described above, the proposed project traffic was assigned to the study intersections. **Figure 3.3** shows the project traffic volumes for the weekday AM and PM peak hours.

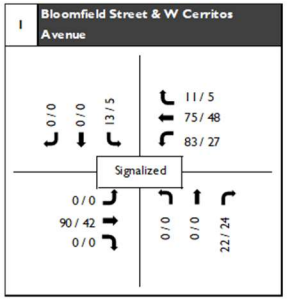
3.5 PROJECT SITE CIRCULATION

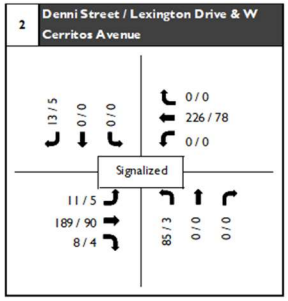
The project circulation plan during the pick-up and drop-off time periods is shown in **Figure 3.4**. Below is a description of the circulation plan:

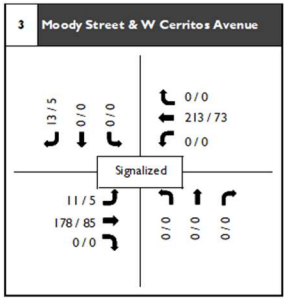
1. All vehicles will enter the project driveway on W. Cerritos Avenue to drop off students. All drop-off activities must be performed at the drop-off area located near the north end of the campus using two queue lanes. The drop-off area is approximately 105 feet long and can accommodate up to 10 vehicles to drop off concurrently. After drop-off, all vehicles will travel through the west parking lot to exit the site.
2. For 1st through 12th grade, parents must enter the project driveway on W. Cerritos Avenue for pick-up. Vehicles will queue using two lanes and pick up at the pick-up area only. Up to 10 vehicles will pick up concurrently and then leave the pick-up area. The next group of vehicles in the queue will then move forward into the pick-up area. After pickup, vehicles will travel through the west parking lot to exit the site.
3. Traffic control monitors will help with pick-up and drop-off at the loading zone and will also be stationed at the site access location. Responsibilities of the traffic control monitors include, but are not limited to:
    - Assist the students who exit the car on the non-curb side of the car into an active travel lane during drop-off;
    - Call out the names of the students when the parents' vehicles approach the pick-up zone so that the students are ready to get into the vehicles;
    - Urge parents to leave immediately once pick-up and drop-off activity is completed;
    - The monitors will also be located at the end of the loading zone to direct the vehicles as to when they can safely pull up into the loading zone; and
    - Assist with traffic flow and enforce all traffic regulations on the site to ensure that vehicles do not back up onto W. Cerritos Avenue.
4. For Tk/K students who end class at 12:30 PM, parents will enter the site, park their cars in the small southeast parking lot, and then walk in to pick up the students.
5. Faculty and staff will park in both parking lots located on the west side and southeast side of the campus.
6. For the up to 50 students who drive to school, they will park in the west parking lot.
7. For the after-school activities period from 4:00 PM to 6:00 PM, parents will enter the site, park their cars in either the west parking lot or southeast parking lot, and then pick up the students.

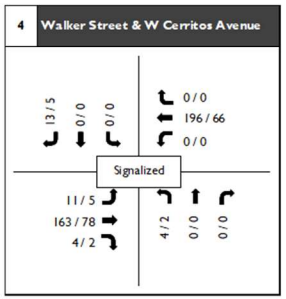
FIGURE 3.3 – PROJECT TRAFFIC VOLUMES – AM AND PM PEAK HOURS

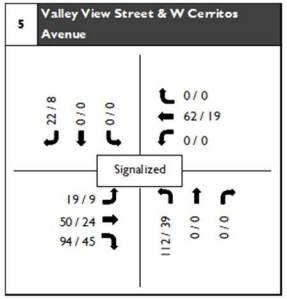


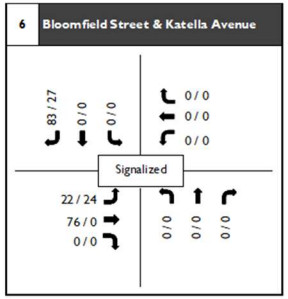


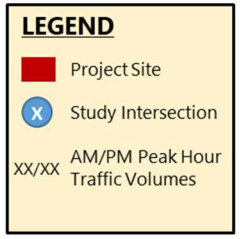


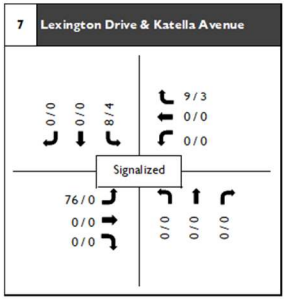


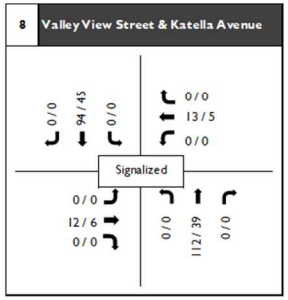


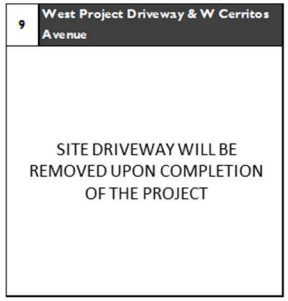


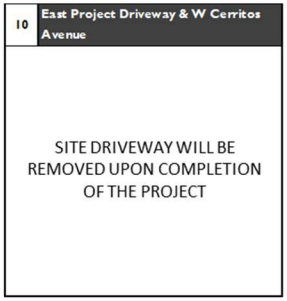












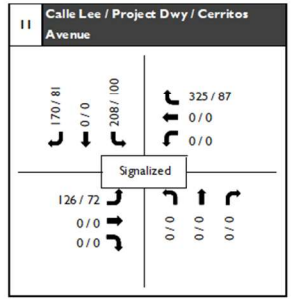
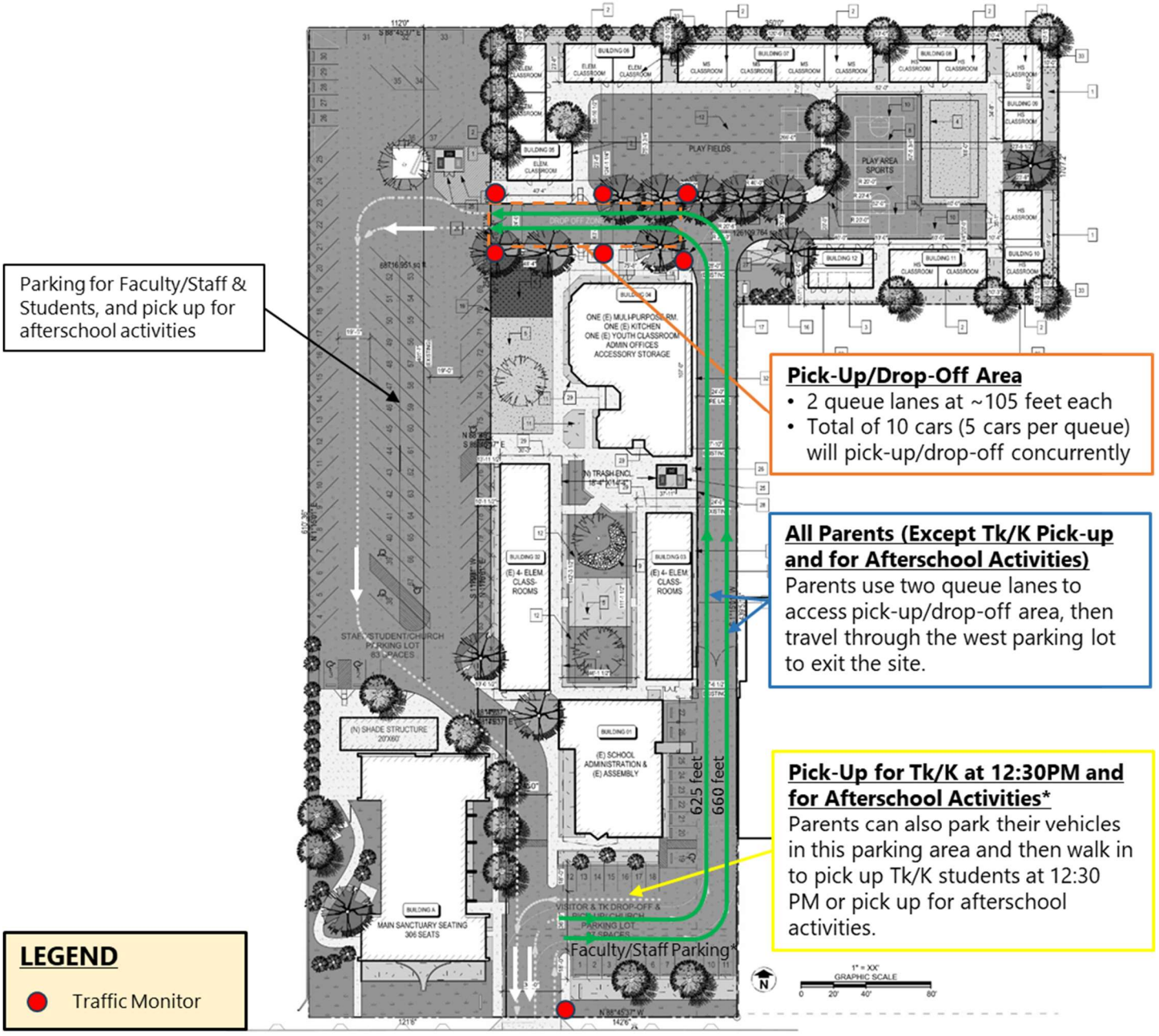


FIGURE 3.4 – SCHOOL CIRCULATION PLAN



4.0 FUTURE WITHOUT-PROJECT CONDITIONS

This section provides an analysis of future traffic conditions in the study area with background traffic growth added but without the proposed project traffic.

4.1 AMBIENT TRAFFIC GROWTH

In order to acknowledge regional population and employment growth in the study area, an ambient/background traffic growth rate of one percent per year was applied to the existing traffic volumes, as agreed by the City. Therefore, an ambient/background growth factor of 1.05 was used to derive the existing plus ambient/background growth traffic volumes for the year 2028, which is when the school is anticipated to reach the maximum enrollment of 720 students.

4.2 RELATED PROJECT TRAFFIC GROWTH

There is a total of 11 other 'related projects' in the project area that are planned, approved, or under construction based on information provided by the City of Cypress and City of Los Alamitos. Seven related projects are from Cypress and four related projects are from Los Alamitos. **Tables 4.1** and **4.2** provide a description of the related projects from Cypress and Los Alamitos, respectively. The related project locations are shown in **Figure 4.1**.

TABLE 4.1 – RELATED PROJECTS – CITY OF CYPRESS

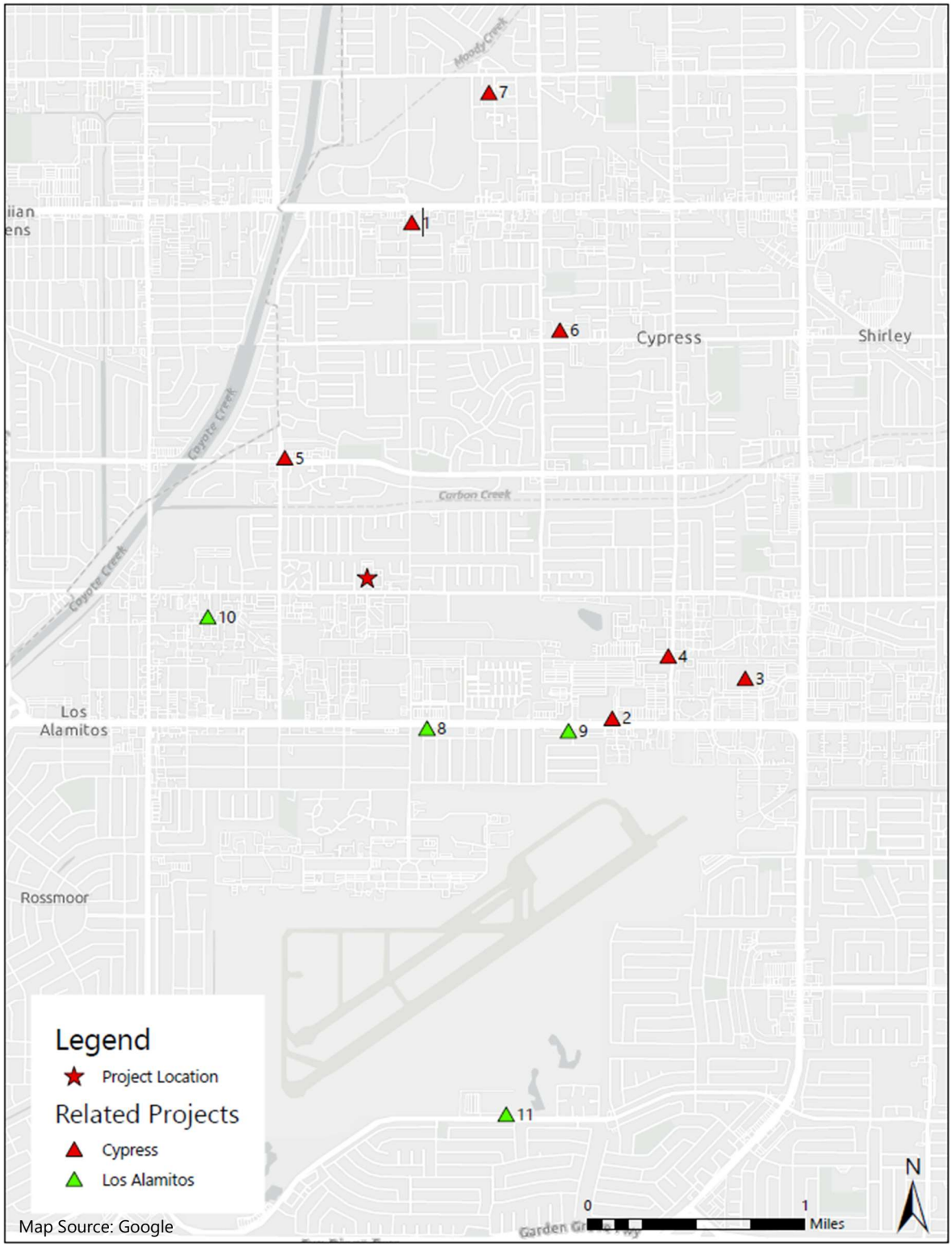
No.	Name	Address	Land Use	Size		Status	Completion Date
1	Denni St. Condos	9052 Denni Street	Condo	3	Unit	Permits issued & under construction	Mid 2023
			Single-Family Residential (To Be Removed)	1	Unit		
2	Shea Properties Mixed Use Development	NW corner of Winners Circle & Katella Avenue	Retail	62,000	SF	Permits issued & under construction	Late 2023
			Hotel	70,000	SF		
			Apartment	251	Unit		
3	Cypress Technology Center	5757 Plaza Drive	Warehouse w/ 50 Loading Docks	390,000	SF	Entitled	On-hold (expected Mid 2024)
			Warehouse w/ 19 Loading Docks (To Be Removed)	331,376	SF		
4	Melia Homes - Cypress Town Center	West of Walker St & Vessels Circle	Condo	135	Unit	Permits issued & under construction	Mid-Late 2023
5	Ralphs Gas Station	4001 Ball Road	Gas Station	10	Fuel Pumps	Permits issued & under construction	Mid 2023
			Cashier Kiosk	195	SF		
6	Melia Homes - Citrus Square	9470 Moody Street	Condo	98	Unit	Permits issued & under construction	Late 2023
7	Patrick Labib Development	8561 Belmont St	Apartment	8	Unit	Pending approval	Mid 2024

TABLE 4.2 – RELATED PROJECTS – CITY OF LOS ALAMITOS

No.	Name	Address	Land Use	Size		Status
8	Medical Office Building	11002 Saratoga Dr, Los Alamitos	Medical Office	5,200	SF	Under construction
9	Chevron Gas Station	5100 Katella Ave, Los Alamitos	Convenience Store/Gas Station (2,724 SF Convenience Store)	12	Fuel Pumps	Under construction
			Gasoline/Service Station (<2,000 SF Convenience Store) (To Be Demolished)	12	Fuel Pumps	
10	Industrial Building	3651 Sausalito St, Los Alamitos	Industrial	2,932	SF	Under construction
11	Lampson Project	4665 Lampson Ave, Los Alamitos	Single Family	55	Unit	Planned, In-Progress Application
			Condo	114	Unit	
			Apartment	77	Unit	

The traffic associated with the related projects was determined based on trip rates from the *Institute of Transportation Engineers Trip Generation Manual, 11th Edition*. The related projects traffic was assigned to the study area roadway network based on the land use characteristics of each related project, the local and regional roadway network, and the general location of other land uses to which the related project trips would originate or terminate. The related project trip generation and traffic volumes are provided in **Appendix E** of this report.

FIGURE 4.1 – RELATED PROJECT LOCATIONS



4.3 FUTURE (2028) WITHOUT-PROJECT INTERSECTION LEVELS OF SERVICE

The future (2028) Without-Project traffic volumes were derived by adding the traffic associated with the related projects to the existing plus ambient growth traffic volumes. The future (2028) Without-Project traffic volumes for the weekday AM and PM peak hours are illustrated in **Figure 4.2**. The traffic analysis worksheets for this scenario are provided in **Appendix F** of this report.

FIGURE 4.2 – FUTURE (2028) WITHOUT-PROJECT TRAFFIC VOLUMES

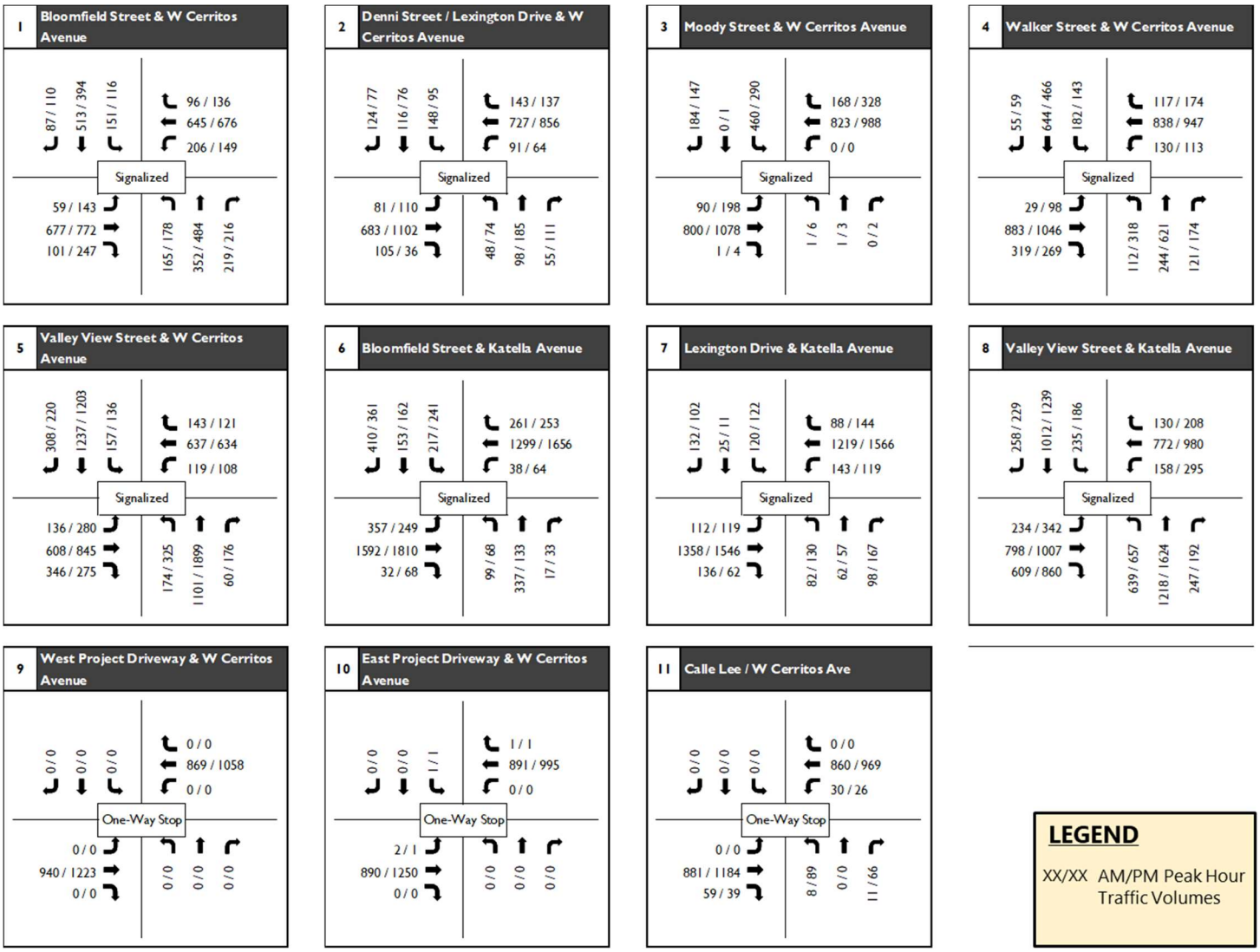


Table 4.3 summarizes the V/C, average delay and LOS values at the study intersections for the future (2028) Without-Project scenario. As shown in this table, all of the study intersections are projected to continue to operate at LOS D or better during the weekday AM and PM peak hours, except at the Calle Lee / W. Cerritos Avenue intersection (Intersection #11) where it is projected to operate at LOS F during the PM peak hour.

TABLE 4.3 – INTERSECTION PERFORMANCE – FUTURE (2028) WITHOUT-PROJECT CONDITIONS

Intersection		Jurisdiction	Methodology	Peak Hour	Future (2028) Without Project	
					V/C or Delay (Sec)	LOS
1	Bloomfield St / W. Cerritos Ave	Los Alamitos	HCM	AM	39.6	D
				PM	32.2	C
2	Denni St / Lexington Dr & W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	19.8	B
				PM	20.4	C
			ICU	AM	0.471	A
				PM	0.596	A
3	Moody St / W. Cerritos Ave	Cypress	ICU	AM	0.522	A
				PM	0.594	A
4	Walker St / W. Cerritos Ave	Cypress	ICU	AM	0.604	B
				PM	0.709	C
5	Valley View St / W. Cerritos Ave	Cypress	ICU	AM	0.721	C
				PM	0.876	D
6	Bloomfield St / Katella Ave	Los Alamitos	HCM	AM	29.8	C
				PM	28.1	C
7	Lexington Dr / Katella Ave	Los Alamitos	HCM	AM	26.2	C
				PM	26.4	C
8	Valley View St / Katella Ave	Cypress	ICU	AM	0.645	B
				PM	0.777	C
9	West Project Dwy / W. Cerritos Ave *	Cypress / Los Alamitos	HCM	AM	0.0	A
				PM	0.0	A
10	East Project Dwy / W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	19.8	C
				PM	23.5	C
11	Calle Lee / W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	21.1	C
				PM	55.1	F

V/C = Volume-to-Capacity; LOS = Level-of-Service

Note: Methodology is based on the jurisdiction of the intersection. For intersections in both the Cities of Cypress and Los Alamitos, both methodologies are used.

* No vehicles entered or exited the West Project driveway. Therefore, the average delay for the most critical turn movement is zero.

5.0 FUTURE WITH-PROJECT CONDITIONS

This section documents future traffic conditions at the study intersections with the addition of project-generated traffic.

As noted previously in Section 1.1, the project proposes to install a traffic signal at the new project driveway/Calle Lee/Cerritos Avenue intersection (Intersection #11). Therefore, it was assumed that this intersection would operate with a traffic signal under the future With-Project conditions.

5.1 FUTURE (2028) WITH-PROJECT INTERSECTION LEVELS OF SERVICE

The future (2028) With-Project traffic volumes were derived by adding the proposed project traffic to the future (2028) Without-Project traffic volumes. The future (2028) With-Project traffic volumes are illustrated in **Figure 5.1** for the weekday AM and PM peak hours. The traffic analysis worksheets are provided in **Appendix G** of this report.

Table 5.1 summarizes the resulting V/C, average delay, and LOS values at the study intersections. The table shows that all of the study intersections are projected to operate at LOS D or better during the weekday AM and PM peak hours under future (2028) With-Project conditions.

5.2 TRAFFIC SIGNAL WARRANT ANALYSIS

A traffic signal warrant analysis was conducted for the new project driveway / Calle Lee / Cerritos Avenue intersection to determine if a traffic signal at this location is warranted based on the projected 2028 With-Project traffic volumes. The results are provided in **Appendix H** of this report. Based on the analysis results, the projected traffic volumes satisfy the traffic signal warrant.

FIGURE 5.1 – FUTURE (2028) WITH-PROJECT TRAFFIC VOLUMES

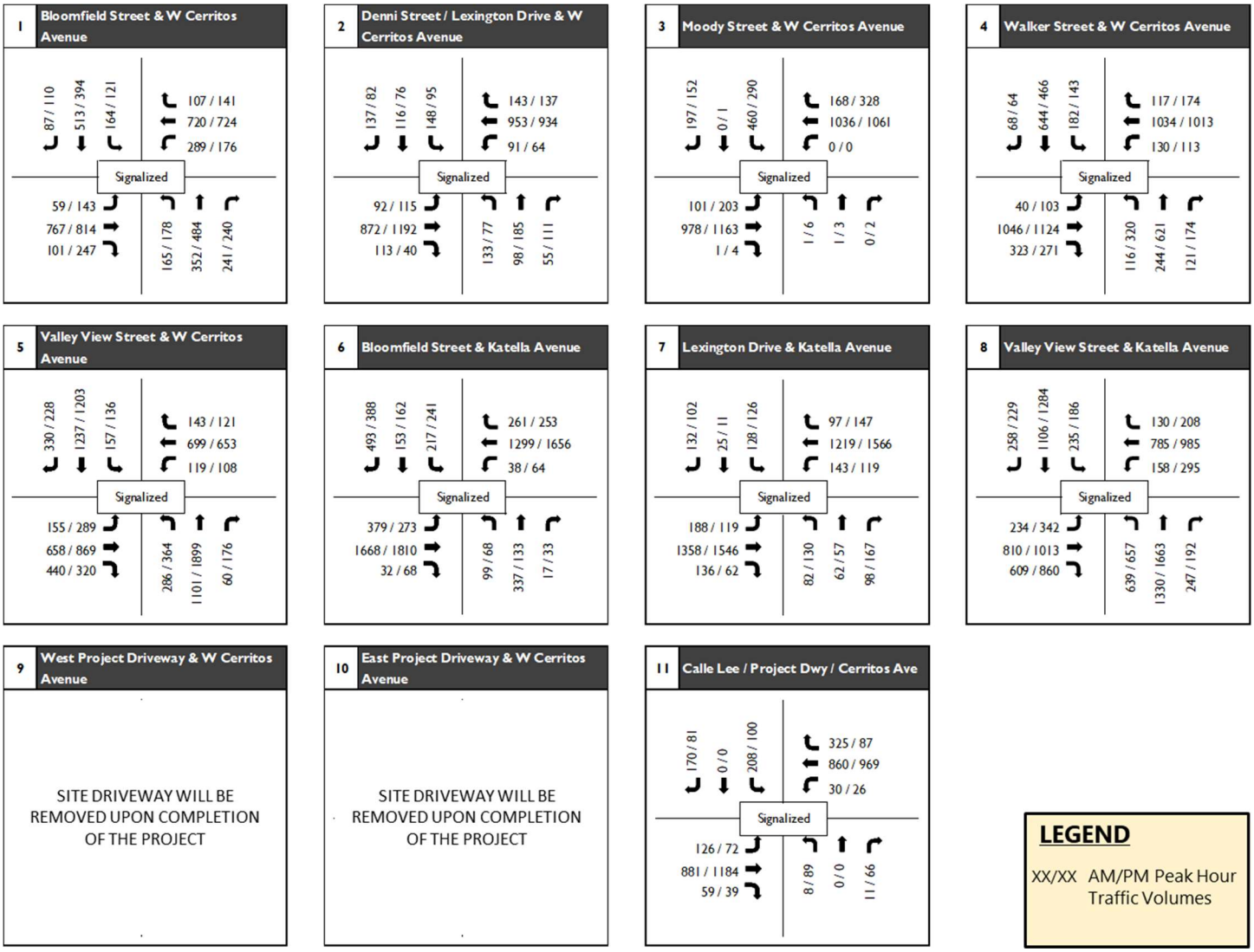


TABLE 5.1 – INTERSECTION PERFORMANCE - FUTURE (2028) WITH-PROJECT CONDITIONS

Intersection		Jurisdiction	Methodology	Peak Hour	Future (2028) With-Project	
					V/C or Delay (Sec)	LOS
1	Bloomfield St / W. Cerritos Ave	Los Alamitos	HCM	AM	42.2	D
				PM	33.4	C
2	Denni St / Lexington Dr & W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	21.1	C
				PM	20.7	C
			ICU	AM	0.590	A
				PM	0.625	B
3	Moody St / W. Cerritos Ave	Cypress	ICU	AM	0.597	A
				PM	0.624	B
4	Walker St / W. Cerritos Ave	Cypress	ICU	AM	0.678	B
				PM	0.733	C
5	Valley View St / W. Cerritos Ave	Cypress	ICU	AM	0.819	D
				PM	0.885	D
6	Bloomfield St / Katella Ave	Los Alamitos	HCM	AM	31.4	C
				PM	29.0	C
7	Lexington Dr / Katella Ave	Los Alamitos	HCM	AM	28.1	C
				PM	26.5	C
8	Valley View St / Katella Ave	Cypress	ICU	AM	0.667	B
				PM	0.787	C
9	West Project Dwy / W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	*	*
				PM	*	*
10	East Project Dwy / W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	*	*
				PM	*	*
11	New Project Dwy / Calle Lee / W. Cerritos Ave	Cypress / Los Alamitos	HCM	AM	18.4	B
				PM	18.1	B
			ICU	AM	0.529	A
				PM	0.550	A

V/C = Volume-to-Capacity; LOS = Level-of-Service

Note: Methodology is based on the jurisdiction of the intersection. For intersections in both the Cities of Cypress and Los Alamitos, both methodologies are used.

* The site driveway will be closed with development of the proposed project.

6.0 FUTURE WITH-PROJECT + IMPROVEMENT CONDITIONS

According to the City of Cypress traffic engineer, the following two turning movements currently have considerable traffic volumes and therefore improvements should be considered to alleviate any adverse effect associated with the proposed project traffic.

- Bloomfield Street and W. Cerritos Avenue (Intersection 1) – Westbound left-turn movement
- Valley View Street and W. Cerritos Avenue (Intersection 5) – Eastbound right-turn movement

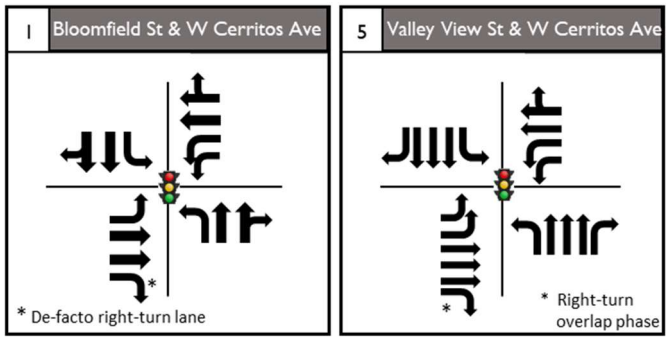
Under the future (2028) With-Project conditions, the traffic improvements below, which are anticipated to improve the overall traffic operations at those two intersections, are recommended.

Bloomfield Street and W. Cerritos Avenue (Intersection 1) – *It is recommended to provide dual left-turn lanes in the westbound approach of this intersection. The resulting lane configuration for the westbound approach would be two left-turn lanes, one through lane, and one through-right shared lane.*

Valley View Street and W. Cerritos Avenue (Intersection 5) – *It is recommended to modify the traffic signal to provide a right-turn overlap phase in the eastbound direction.*

Figure 6.1 depicts the lane configurations for Intersections 1 and 5 with the proposed traffic improvements.

FIGURE 6.1 – INTERSECTION GEOMETRY WITH IMPROVEMENTS



The level of service worksheets for the future 2028 With-Project plus traffic improvement conditions are provided in **Appendix I** of this report. **Table 6.1** summarizes the resulting V/C, average delay, and LOS values at the two study intersections.

TABLE 6.1 – INTERSECTION PERFORMANCE - FUTURE (2028) WITH-PROJECT + IMPROVEMENT CONDITIONS

No.	Intersection	Jurisdiction	Methodology	Peak Hour	Existing		Future (2028) Without Project		Future (2028) With Project		Future Year (2028) With Project + Improvement	
					V/C or Delay (Sec)	LOS	V/C or Delay (Sec)	LOS	V/C or Delay (Sec)	LOS	V/C or Delay (Sec)	LOS
1	Bloomfield St / W Cerritos Ave	Los Alamitos	HCM	AM	38.3	D	39.6	D	42.2	D	35.3	D
				PM	31.1	C	32.2	C	33.4	C	32.9	C
5	Valley View St / W Cerritos Ave	Cypress	ICU	AM	0.678	B	0.721	C	0.819	D	0.819	D
				PM	0.823	D	0.876	D	0.885	D	0.885	D

7.0 OPERATIONAL ENHANCEMENT MEASURES

The school understands that it is fully responsible to prevent any school traffic queue onto W. Cerritos Avenue. To address any traffic operational effects, the school has developed a Traffic Management Program which is provided in **Appendix J**. Additionally, the school shall:

a. Stagger student drop-offs by as many periods needed to mitigate any queueing onto W. Cerritos Avenue and reduce overall congestion.
b. As proposed, the school will have three start times and five end times (excluding after school program). If needed, stagger school hours by as many start / end times to mitigate any queueing on W. Cerritos Avenue and reduce overall congestion. Each start time will be separated by a minimum of 15 minutes; each end time will be separated by a minimum of 30 minutes.
c. Explore the provision and maintenance of shuttle van services to reduce the vehicle trips to and from the project site.
d. Provide as many school monitors as needed to assist during the peak drop-off and pick-up periods.
e. Follow the Traffic Management Program and provide frequent updates and notices to the students and parents to minimize traffic and vehicle queueing issues on site or adjacent to the site.
f. The school will inform the parents that it is not allowed to block any travel lanes on W. Cerritos Avenue.
g. Install school signage per CA MUTCD (See **Figure 7.1**).
h. Stripe painted red curb on the north side of W. Cerritos Avenue adjacent to the project site (See **Figure 7.1**).
i. If adverse vehicle queueing occurs on W. Cerritos Avenue due to the drop-off/pick-up activities, with staggered drop-off/pick-up time periods in place, the school shall adjust the staggered schedule or add additional staggered start times and dismissal times. Alternatively, the school will implement traffic-reducing measures such as implement shuttle van services and/or provide incentives to encourage carpooling/vanpooling. The school will work with City staff to make appropriate changes to the school operations as needed to eliminate any project-related traffic or queueing effects on the public roadways.

FIGURE 7.1 – PROPOSED SCHOOL TRAFFIC SIGNAGE AND ROAD MARKINGS



8.0 QUEUEING ANALYSIS

8.1 Queueing Analysis at Project Driveway Intersection

KOA conducted a queueing analysis for the intersection on W. Cerritos Avenue at the new project driveway for the future 2028 With-Project scenario for both the AM and PM peak hours. The analysis was conducted to determine whether the eastbound left-turn lane on W. Cerritos Avenue would be adequate to accommodate the left-turn queue into the project site.

The queueing analysis was based on the intersection analysis using the HCM methodology. **Table 8.1** summarizes the queueing analysis for future 2028 With-Project conditions. The analysis compares the estimated storage capacity to the 95th percentile queue in feet. As shown in this table, the estimated storage capacity for the eastbound left-turn would be greater than the projected 95th percentile queues for both the AM and PM peak hours. Therefore, it is concluded that the eastbound left-turn movement would operate adequately.

TABLE 8.1 – QUEUEING ANALYSIS AT PROJECT DRIVEWAY INTERSECTION

No.	Intersection	Turning Movement	Estimated Storage Capacity (Feet)	Future (2028) With-Project			
				AM Peak Hour		PM Peak Hour	
				95th Percentile Queue (Feet)	Adequate Storage?	95th Percentile Queue (Feet)	Adequate Storage?
11	New Project Dwy / Calle Lee / W Cerritos Ave	EB Left-Turn	190	55.3	Yes	27.8	Yes

8.2 On-Site Queueing Analysis

KOA conducted a queueing analysis to determine whether the vehicle queues related to pick-up and drop-off within the site would spill over onto the public right-of-way. The analysis was based on a maximum enrollment of 720 students, which represents the worst-case condition in terms of vehicle queueing. **Table 8.2** shows the assumptions used for the on-site queueing analysis. The details of the school's operation are found in **Tables 3.1** to **3.4**. The school will have a significant portion of the student body carpool to school as well as some students who bike or walk to school. In total, it is estimated that approximately 35% of the students will travel to and from school via carpool, bike or walk instead of by private vehicle. In addition, it is estimated that approximately 18% of vehicles will drop-off early before 8:00 AM. As shown in the table below, it is estimated there will be room to store at least 58 vehicles on-site.

Table 8.3 shows the assumptions used for the drop-off at the school site, and **Table 8.4** shows the assumptions used for pick-up. The school has a drop-off area that can accommodate 10 vehicles. The drop-off service rates were conservatively estimated as 4 vehicles per minute for Tk through 3rd grade and 5 vehicles per minute for 4th through 12th grade. For pick-up, the service rate was estimated as 2.5 vehicles per minute for Tk/K through 3rd grade and 3 vehicles per minute for 4th through 12th grade. The service rates are estimated based on observations at other schools.

TABLE 8.2 – QUEUEING ESTIMATE DATA

Maximum Student Enrollment	720	See Table 3.2
Maximum Students Driving to School	50	See Table 3.2
Maximum Student (excl. Student Drivers)	670	See Table 3.2
Trip Reduction/Credit (Carpool/Bike/Walk)	35%	See Table 3.2
Trip Reduction/Credit (Drop off Early)	18%	See Table 3.2
Total Vehicles that Drop-Off after Carpool/Bike/Walk Reduction/Credit (Approx.)	358	See Table 3.2
Total Vehicles that Pick-up at Class End Time	303	See Table 3.2
Total Vehicles that Pick-up for Afterschool Activities	108	See Table 3.2
Drop-off early before 8:00 AM	79	See Table 3.2
Drop-off for Tk/K after 8:00 AM (Vehicles)	38	See Table 3.3
Drop-off for 1st – 3rd after 8:00 AM (Vehicles)	87	See Table 3.3
Drop-off for 4th – 6th after 8:00 AM (Vehicles)	87	See Table 3.3
Drop-off for 7th – 8th after 8:00 AM (Vehicles)	58	See Table 3.3
Drop-off for 9th – 12th after 8:00 AM (Vehicles)	88	See Table 3.3
Dismissal for Tk/K (Vehicles)	10	See Table 3.4
Dismissal for 1st – 3rd (Vehicles)	78	See Table 3.4
Dismissal for 4th – 6th (Vehicles)	81	See Table 3.4
Dismissal for 7th – 8th (Vehicles)	54	See Table 3.4
Dismissal for 9th – 12th (Vehicles)	80	See Table 3.4
Duration of Drop-off for Tk/K – 12th (minutes)	15	See Table 3.1
Duration of Pick-up for Tk/K (minutes)	10	See Table 3.1
Duration of Pick-up for 1st – 12th (minutes)	25	See Table 3.1
Vehicle Length (feet)	22	
Site Base Storage Length for Two Queueing Lanes (feet)	1,285	See Figure 3.4
Queue Capacity for Two Lanes (vehicles)	**58**	

TABLE 8.3 – STAGGERED DROP-OFF PERIOD DATA

	Drop-Off (1st – 3rd)	**Drop-Off (4th – 6th)**	**Drop-Off (7th – 8th)**	**Drop-Off (9th – 12th)**	**Drop-Off (Tk/K)**
Total Vehicle Estimate	87	87	58	88	38
Drop-Off Avg Arrival Rate (vpm)	5.8	5.8	3.9	5.9	2.5
Drop-Off Avg Service Rate (vpm) *	8	10	10	10	8

Note: vpm = vehicles per minute

* *4 vehicles per minute x 2 lanes for Tk/K - 3rd grade; 5 vehicles per minute x 2 lanes for 4th - 12th grade*

TABLE 8.4 – STAGGERED DISMISSAL PERIOD DATA

	Pick-Up (1st – 3rd)	Pick-Up (4th – 6th)	Pick-Up (7th – 8th)	Pick-Up (9th – 12th)	Pick-Up (Tk/K) [1]
Total Vehicle Estimate	78	81	54	80	10
Pick-Up Avg Rate (vpm) [2]	5.2	5.4	3.6	5.3	-
Pick-Up Avg Service Rate (vpm) [3]	5	6	6	6	-

Note: vpm = vehicles per minute

[1] Parents will park their cars to pick up. Therefore, there will not be vehicles queueing to pick up.

[2] Estimated pick up period after class end time is 15 minutes

[3] 2.5 vehicles per minute x 2 lanes for 1st through 3rd grade; 3 vehicles per minute x 2 lanes for 4th through 12th grade

Table 8.5 shows a drop-off distribution based on three staggered start times at 8:15 AM, 8:30 AM, and 8:45 AM. While some parents are likely to drop off children early, many will cut close to the bell time. The parent arrival profile estimates that vehicle arrivals would occur 15 minutes before class start time. It is assumed 40% of parents would arrive in the final 5 minutes, another 40% between 5 and 10 minutes before the bell time, and 20% will arrive 10 to 15 minutes from the bell time. As shown in **Table 8.5**, the school's on-site vehicle storage capacity of 58 vehicles will be adequate to accommodate the vehicles dropping off in the morning. Therefore, no vehicle spillover onto W. Cerritos Avenue is anticipated to occur based on the drop-off queueing analysis.

Table 8.6 shows the pick-up queueing estimate assuming five pickup periods. Accordingly, for pickup, it is assumed 35% of parents will arrive within 5 minutes before the bell time, 20% between 5 and 10 minutes before the bell time, and 15% between 10 to 15 minutes before the bell time. In addition, about 20% will arrive within 5 minutes after bell time and 10% will arrive 5 to 10 minutes after bell time. As can be seen in **Table 8.6**, the school's on-site vehicle storage capacity of 58 vehicles will be adequate to accommodate the anticipated maximum pick-up queue. Therefore, no vehicle spillover onto W. Cerritos Avenue is anticipated to occur based on the pick-up queueing analysis.

As noted previously, parents of Tk/K will park their vehicles for pick up around the 12:30 PM class end time. Therefore, vehicles arriving to pick up Tk/K students at this time are excluded from the queueing analysis.

For the afterschool activity period between 4:00 PM and 6:00 PM, the various activities are anticipated to end at different times. As summarized in **Table 3.2**, about 108 vehicles would pick up students who stay for afterschool activities. It is estimated that half of the 108 vehicles would pick up in the first hour and the remaining half would pick up in the second hour, with arrivals scattered across the two-hour period. These vehicles are expected to park on-site for pick up and therefore no significant queue is expected to occur.

TABLE 8.5 – DROP-OFF QUEUEING ESTIMATES

	Early Drop-Off												4th - 8th Grade			Tk - 3rd Grade			9th - 12th Grade		
Interval	7:00 AM	7:05 AM	7:10 AM	7:15 AM	7:20 AM	7:25 AM	7:30 AM	7:35 AM	7:40 AM	7:45 AM	7:50 AM	7:55 AM	8:00 AM	8:05 AM	8:10 AM	8:15 AM	8:20 AM	8:25 AM	8:30 AM	8:35 AM	8:40 AM
Arrival (Vehicles)	6	6	6	6	6	7	7	7	7	7	7	7	29	58	58	25	50	50	18	35	35
Vehicles Serviced	6	6	6	6	6	7	7	7	7	7	7	7	29	50	50	40	40	40	39	35	35
Service Deficit	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	-15	10	10	-21	0	0
Cumulative Arrivals	6	12	18	24	30	37	44	51	58	65	72	79	108	166	224	249	299	349	367	402	437
Cumulative Vehicles Serviced	6	12	18	24	30	37	44	51	58	65	72	79	108	158	208	248	288	328	367	402	437
Cumulative Service Deficit (Queue)	0	0	0	0	0	0	0	0	0	0	0	0	0	8	16	1	11	21	0	0	0

TABLE 8.6 – DISMISSAL QUEUEING ESTIMATES

	Tk - K			1st - 3rd						4th - 6th						7th - 8th						9th - 12th					
Interval	12:20 PM	12:25 PM	12:30 PM	1:45 PM	1:50 PM	1:55 PM	2:00 PM	2:05 PM	2:10 PM	2:15 PM	2:20 PM	2:25 PM	2:30 PM	2:35 PM	2:40 PM	2:45 PM	2:50 PM	2:55 PM	3:00 PM	3:05 PM	3:10 PM	3:15 PM	3:20 PM	3:25 PM	3:30 PM	3:35 PM	3:40 PM
Arrival (Vehicles)	5	5	0	12	16	26	16	8	0	13	16	28	16	8	0	8	11	19	11	5	0	12	16	28	16	8	0
Vehicles Serviced	0	0	10	0	0	0	25	25	25	3	0	0	30	30	21	0	0	0	30	24	0	0	0	0	30	30	20
Service Deficit	5	5	-10	12	16	26	-9	-17	-25	10	16	28	-14	-22	-21	8	11	19	-19	-19	0	12	16	28	-14	-22	-20
Cumulative Arrivals	5	10	10	22	38	64	80	88	88	101	117	145	161	169	169	177	188	207	218	223	223	235	251	279	295	303	303
Cumulative Vehicles Serviced	0	0	10	10	10	10	35	60	85	88	88	88	118	148	169	169	169	169	199	223	223	223	223	223	253	283	303
Cumulative Service Deficit (Queue)	5	10	0	12	28	54	45	28	3	13	29	**57**	43	21	0	8	19	38	19	0	0	12	28	56	42	20	0

Note: assumes roughly equal arrival times, which may be difficult to enforce or unrealistic.

9.0 SUMMARY AND CONCLUSIONS

The following summarizes the project description, traffic study results, conclusions and recommendations:

Project Description

The proposed project is a new charter school at the Holy Cross Lutheran Church site, located at 4321 W. Cerritos Avenue in the City of Cypress. The Sycamore Creek Community School is currently on a different site and is looking to locate onto the subject site to continue to serve the needs of the diverse population of Orange County. The proposed school is anticipated to reach a maximum of 720 students by around 2028.

The subject property is currently occupied by Holy Cross Lutheran Church and a private school with five preschool students. The church currently occupies 7,855 square feet of existing building area. The church will remain while the private preschool will cease to operate. The site will provide 110 parking spaces shared between the proposed school and the church.

School Operation

The school hours of operation will be Monday through Friday, 7:00 am to 6:00 pm. The proposed school will have three drop-off and five pick-up periods so that vehicles do not all arrive at the same time.

Grade/Group	Drop-Off Period	Start Time	Pick-Up Period	End Time
Before School Care *	7:00 AM to 8:00 AM	-	-	-
Tk/K	8:15 AM to 8:29 AM	8:30 AM	12:20 PM to 12:30 PM	12:30 PM
1st - 3rd Grades	8:15 AM to 8:29 AM	8:30 AM	1:45 PM to 2:09 PM	2:00 PM
4th - 6th Grades	8:00 AM to 8:14 AM	8:15 AM	2:15 PM to 2:39 PM	2:30 PM
7th - 8th Grades	8:00 AM to 8:14 AM	8:15 AM	2:45 PM to 3:09 PM	3:00 PM
9th - 12th Grades	8:30 AM to 8:44 AM	8:45 AM	3:15 PM to 3:39 PM	3:30 PM
Afterschool Activities	-	-	4:00 PM to 5:59 PM	-

* The State is requiring the school to offer 'school care' for parents who need to drop off their child early before school starts.

The school will have an effective one-way, counter-clockwise circulation for drop-off and pick-up activity. All drop-off and pick-up activities will be performed at the drop-off/pick-up area located near the north end of the campus using two queue lanes, except for parents of Tk/K students who will park their vehicles in the small southeast parking lot and walk in to pick up. The drop-off/pick-up area will be approximately 105 feet long and can accommodate up to 10 vehicles to drop off or pick up concurrently. After drop-off or pick-up, vehicles will travel through the west parking lot to exit the site.

Staff parking will be provided in both the west and southeast parking lots within the site.

The proposed project will implement the site-specific improvement below that will enhance access for the project site.

- *New Project Driveway / Calle Lee / Cerritos Avenue Intersection – Install a new traffic signal at this location.*

Figure 3.4 summarizes the School Circulation Plan.

Project Trip Generation

Due to the unique nature of the proposed school with three class start times in the morning and five class end times in the afternoon as well as the school's current traffic management and trip reduction characteristics (i.e., students carpooling, walking and biking to/from school, early drop-off), the school trip generation has been derived based on the proposed student and faculty/staff population, staggered class start and end times for each grade, and the proposed school's operations.

The proposed project would result in a net trip generation of approximately 826 vehicle trips (449 inbound and 377 outbound) during the AM peak hour and 336 vehicle trips (157 inbound and 179 outbound) during the PM peak hour. With the existing church to remain on site, the trip generation at the project driveways would be approximately 829 vehicle trips (451 inbound and 378 outbound) during the AM peak hour and 340 vehicle trips (159 inbound and 181 outbound) during the PM peak hour.

Project Study Area

The project study area includes 11 study intersections as listed below.

No.	Intersection	Control	City
1	Bloomfield Street & W. Cerritos Avenue	Signalized	Los Alamitos
2	Denni Street / Lexington Drive & W. Cerritos Avenue	Signalized	Cypress / Los Alamitos
3	Moody Street & W. Cerritos Avenue	Signalized	Cypress
4	Walker Street & W. Cerritos Avenue	Signalized	Cypress
5	Valley View Street & W. Cerritos Avenue	Signalized	Cypress
6	Bloomfield Street & Katella Avenue	Signalized	Los Alamitos
7	Lexington Drive & Katella Avenue	Signalized	Los Alamitos
8	Valley View Street & Katella Avenue	Signalized	Cypress
9	West Project Driveway & W. Cerritos Avenue	Unsignalized	Cypress / Los Alamitos
10	East Project Driveway & W. Cerritos Avenue	Unsignalized	Cypress / Los Alamitos
11	New Project Driveway / Calle Lee & Cerritos Avenue (Future)	Signalized	Cypress / Los Alamitos

Study Intersection Performance

For future (2028) With-Project conditions, the study intersections are projected to operate at LOS D or better during both the AM and PM peak hour periods. Based on the General Plan for both the City of Cypress and City of Los Alamitos, the projected level-of-services at the study intersections are considered acceptable.

Proposed Traffic Improvements

According to the City of Cypress traffic engineer, the following two turning movements currently have considerable traffic volumes and therefore improvements should be considered to alleviate any adverse effect associated with the proposed project traffic.

- Bloomfield Street and W. Cerritos Avenue (Intersection 1) – Westbound left-turn movement
- Valley View Street and W. Cerritos Avenue (Intersection 5) – Eastbound right-turn movement

The traffic improvements below, which are anticipated to improve the overall traffic operations at those two intersections, are recommended.

- *Bloomfield Street and W. Cerritos Avenue (Intersection 1) – It is recommended to provide dual left-turn lanes in the westbound approach of this intersection. The resulting lane configuration for the westbound approach would be two left-turn lanes, one through lane, and one through-right shared lane.*

- *Valley View Street and W. Cerritos Avenue (Intersection 5) – It is recommended to modify the traffic signal to provide a right-turn overlap phase in the eastbound direction.*

Queueing Analysis

KOA conducted a queueing analysis for the intersection on W. Cerritos Avenue at the new project driveway for the future 2028 With-Project scenario for both the AM and PM peak hours. The analysis was conducted to determine whether the eastbound left-turn lane on W. Cerritos Avenue would be adequate to accommodate the left-turn queue into the project site. Based on the queueing analysis, the estimated storage capacity for the eastbound left-turn would be greater than the projected 95th percentile queues for both the AM and PM peak hours.

KOA also conducted a queueing analysis to determine whether the vehicle queues related to pick-up and drop-off within the site would spill over onto the public right-of-way. The analysis concludes that the school's on-site vehicle queueing/storage capacity of 58 vehicles will be adequate to accommodate the anticipated maximum vehicle queues during the peak drop-off and pick-up periods.

Proposed Operational Enhancement Measures

The school understands that it is fully responsible to prevent any school traffic queue onto W. Cerritos Avenue. To address any traffic operational effects, the school has developed a Traffic Management Program which is provided in **Appendix J**.

ASSESSMENT OF ENVIRONMENTAL NOISE

SYCAMORE CREEK COMMUNITY CHARTER SCHOOL
CYPRESS, CA
CEQA NOISE REPORT

September 13, 2023

By

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ASSESSMENT OF ENVIRONMENTAL NOISE

1.0 INTRODUCTION

This report evaluates potential impacts associated with the operational noise of the redevelopment of the existing Sycamore Creek Community Charter School to the surrounding residential areas.

1.1 Project Description

The proposed project consists of a redevelopment into a new Sycamore Creek Community Charter School campus program for Tk-12. New facilities of approximately 13,000 square feet will be constructed to provide 18 new modular classroom units. Additional classrooms, administration space, and accessory spaces will be programmed within the existing buildings. The Tk-3rd grade program will be in the nine (9) existing classrooms and will accommodate approximately 270 students. The 4th-12th grade programs will be in the eighteen (18) new single-story modular classrooms and this will accommodate approximately 440 students. The existing facilities will be improved with new accessible restrooms. All classrooms will be equipped with new heating and air conditioning systems, new flooring, and cabinets. The existing multi-purpose room will also be updated with climate controls and the existing commercial kitchen will be rehabilitated. The project site is bounded by W. Cerritos Avenue to the south, Miracle Land Korean Baptist Church to the east, and residential properties to the north and west. The new classroom buildings are shielded from W. Cerritos Avenue by the existing project buildings. The project site plan is shown in Figure 1.

Figure 1 – Project Site Plan



1.2 Characteristics of Noise

Noise is usually defined as unwanted sound and can be an undesirable by-product of society's normal day-to-day activities. Sound becomes unwanted when it interferes with normal activities, causes actual physical harm, or has an adverse effect on health.

People judge the relative magnitude of sound sensation in subjective terms such as "noisiness" or "loudness." However, the sound pressure magnitude can be objectively measured and quantified using a logarithmic ratio of pressures which yields the level of sound, utilizing the measurement scale of decibels (dB). The decibel is generally adjusted to the A-weighted level (dBA) which de-emphasizes very low frequencies to better approximate the human ear's range of sensitivity. In practice, the noise level of a sound source is measured using a sound level meter that includes an electronic filter corresponding to the A-weighting curve. Table A.1 in Appendix A of this report defines the decibel along with other technical terms used in this analysis.

Even though the A-weighted scale accounts for the relative loudness perceived by the human ear and, therefore, is commonly used to quantify individual events or general community sound levels, the degree of annoyance or other response effects also depends on several other perceptibility factors, including:

- Ambient (background) sound level
- Magnitude of the event sound level relative to the background noise
- Spectral (frequency) composition (e.g. presence of tones)
- Duration of the sound event
- Number of event occurrences, repetitiveness, and intermittency
- Time of day the event occurs.

In determining the daily level of environmental noise, it is important to account for the difference in human responses to daytime and nighttime noises. At night, exterior background noise levels are generally lower than daytime levels. However, most household noise also decreases at night, and exterior noise may become increasingly noticeable. Further, most people sleep at night and have greater sensitivity to noise intrusion. To account for human sensitivity to nighttime noise levels, a 24-hour descriptor, the Community Noise Equivalent Level (CNEL) has been developed. CNEL divides the 24-hour day into a daytime period of 7:00 a.m. to 7:00 p.m., an evening period from 7:00 p.m. to 10:00 p.m., and a nighttime period of 10:00 p.m. to 7:00 a.m. In determining the CNEL, noise levels occurring during the evening period are increase by 5 dB, while noise levels occurring during the nighttime period are increased by 10 dB to account for the greater sensitivity during the evening and nighttime periods.

The effects of noise on people fall into three general categories:

- Subjective effects of annoyance and nuisance
- Interference with activities such as speech, sleep and learning

- Physiological effects such as hearing loss

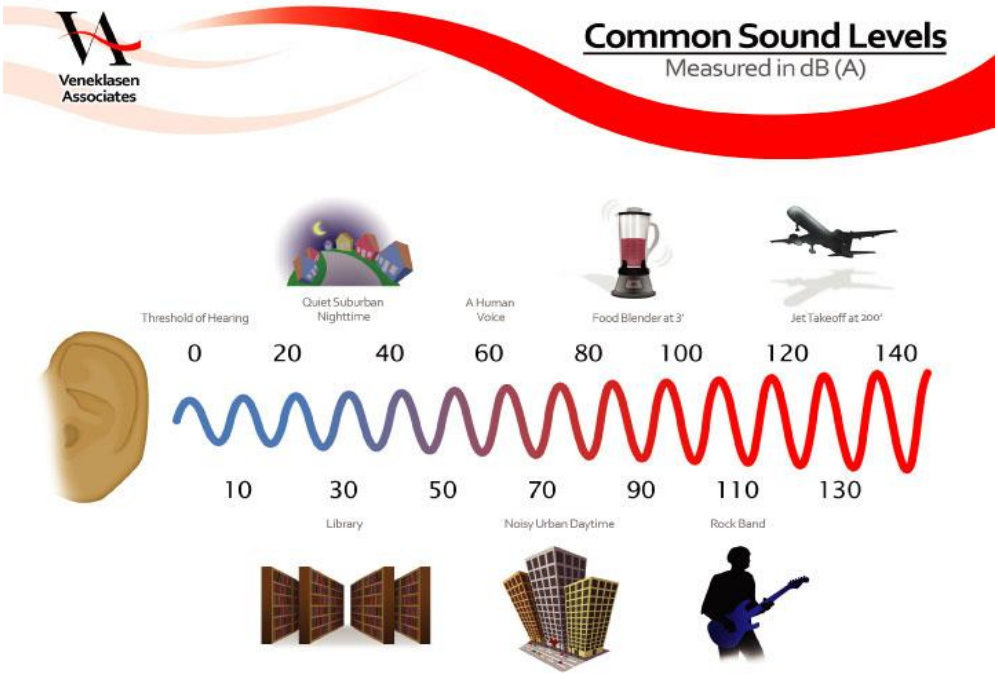
In most cases, the levels associated with environmental noise produce effects only in the first two categories. However, workers in industrial plants may experience noise effects in the last category. There is no completely effective way to measure the subjective effects of noise or the corresponding reactions of annoyance, because of the wide variation in individual thresholds of annoyance and degrees to which people become acclimated to noise. Thus, an important way of determining a person's subjective reaction to a new noise source is by comparison to the existing environment to which they are accustomed (the “ambient environment”). In general, the more the level of a noise event exceeds the prevailing ambient noise level, the less acceptable the noise source will be to those exposed to it.

With regard to increases in A-weighted noise levels, the following relationships are applicable to this analysis:

- Except in carefully controlled laboratory experiments, a 1 dB change cannot be perceived.
- Outside of a laboratory, a 3 dBA change will be generally perceivable by most people.
- A change in level of at least 5 dBA is considered a noticeable change by most people.
- A 10 dBA change will result in the perception of doubling or halving the loudness of the noise.

Common noise levels associated with various activities are shown on Figure 2.

Figure 2 - Common Noise Levels



Noise sources are either “point sources”, such as stationary equipment or individual motor vehicles, or “line sources”, such as a roadway with a large number of mobile point sources (motor vehicles). Sound generated by a stationary point source typically diminishes (attenuates) at a rate of 6 dBA for each doubling of distance from the source to the receptor at acoustically “hard” sites, and at a rate of 7.5 dBA at acoustically “soft” sites.[1] For example, a 60 dBA noise level measured at 50 feet from a point source at an acoustically hard site would be 54 dBA at 100 feet from the source and it would be 48 dBA at 200 feet from the source. Sound generated by a line source typically attenuates at a rate of 3 dBA and 4.5 dBA per doubling of distance from the source to the receptor for hard and soft sites, respectively.[2] Man-made or natural barriers can also attenuate sound levels. The minimum attenuation of exterior to interior noise provided by typical structures is provided in Table 1.

Table 1 - Outside to Inside Noise Attenuation (dBA)

Building Type	Open Windows	Closed Windows[1]
Residences	17	25
Schools	17	25
Churches	20	30
Hospitals/Convalescent Homes	17	25
Offices	17	25
Theaters	20	30
Hotels/Motels	17	25

Source: Transportation Research Board, National Research Council, Highway Noise: A Design Guide for Highway Engineers*, National Cooperative Highway Research Program Report 117.*

[1] *As shown, structures with closed windows can attenuate exterior noise by a minimum of 25 to 30 dBA.*

1.3 Characteristics of Vibration

Vibration is minute variation in pressure through structures and the earth, whereas, noise is minute variation in pressure through air. Some vibration effects can be caused by noise; e.g., the rattling of windows from truck pass-bys. This phenomenon is related to the coupling of the acoustic energy at frequencies that are close to the resonant frequency of the material being vibrated. Ground-borne vibration attenuates rapidly as distance from the source of the vibration increases. Vibration amplitude can be measured as peak particle velocity (PPV), the maximum instantaneous peak amplitude in inches per second, or root-mean-square (RMS) velocity in inches per second or as vibration level in decibels (VdB) referenced to 1 micro-inch per second. The ratio between the PPV and the maximum RMS amplitude is termed the “crest factor.” According to the Federal Transit Administration (FTA), the PPV level for construction equipment is typically 1.7 to 6 times greater than the RMS vibration level. The FTA uses a crest factor of 4 for the conversion of PPV levels to RMS vibration levels. For the purposes of ground-borne vibration analysis of impacts to existing structures, vibration velocity is described in terms of PPV. For the analysis of the human response to vibration, VdB is utilized.

1 U.S. Department of Transportation, Federal Highway Administration, *Highway Noise Fundamentals*, (Springfield, Virginia: U.S. Department of Transportation, Federal Highway Administration, September 1980), p. 97. A "hard" or reflective site does not provide any excess ground-effect attenuation and is characteristic of asphalt, concrete, and very hard packed soils. An acoustically "soft" or absorptive site is characteristic of normal earth and most ground with vegetation.

2 U.S. Department of Transportation, Federal Highway Administration, *Highway Noise Fundamentals*, (Springfield, Virginia: U.S. Department of Transportation, Federal Highway Administration, September 1980), p. 97.

The vibration velocity threshold of perception for humans is approximately 65 VdB, and a vibration velocity of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for many people. Most perceptible indoor vibration is caused by sources within buildings such as operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible ground-borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. Common ground-induced vibrations related to roadway traffic and construction activities pose no threat to buildings or structures. If a roadway is smooth, the ground-borne vibration from traffic is barely perceptible. The range of interest is from approximately 50 VdB, which is typically the background vibration velocity, to 94 VdB. This 94 VdB vibration level corresponds to 0.2 PPV, which is the general threshold where minor damage can occur in non-engineered timber and masonry buildings.

2.0 REGULATORY FRAMEWORK

Many government agencies have established noise regulations and policies to protect citizens from potential hearing damage and various other adverse physiological and social effects associated with noise and ground-borne vibration. The regulations and policies that are relevant to operation noise are discussed below.

2.1 Applicable State Noise Standards

The State of California has adopted noise compatibility guidelines for general land use planning. The types of land uses addressed by the State standards and the acceptable noise categories for each land use are included in the State of California General Plan Guidelines, which is published and updated by the Governor's Office of Planning and Research. The level of acceptability of the noise environment is dependent upon the activity associated with the particular land use. According to the State, an exterior noise environment up to 65 CNEL is "normally acceptable" for single and multi-family residential uses, up to 75 CNEL is "conditionally acceptable" with special noise insulation requirements, while 75 CNEL and above is identified as "clearly unacceptable" noise levels for residential and hotel uses, respectively. The maximum allowable interior noise level for residential structures is 45 CNEL.

The California Environmental Quality Act (CEQA) Guidelines establishes guidelines for the evaluation of significant impacts of environmental noise attributable to a proposed project. The guidelines ask whether the project would result in:

1. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local General Plan or Noise Ordinance or applicable standards of other agencies?

2. Generation of excessive ground-borne vibration or ground-borne noise levels?

3. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

2.2 City of Cypress General Plan

The General Plan identifies noise and land use compatibility standards for various land uses. The City's goal is to minimize the impact of noise on people through noise reduction and suppression techniques, and through appropriate land use policies. The Exterior Noise Compatibility Standards listed in Table 2 are used to determine the compatibility of land uses when evaluating proposed development projects.

Table 2 - Noise and Land Use Compatibility Matrix

Land Use Category	Community Noise Exposure Ldn or CNEL, dB			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential-Low Density	50-60	60-65	65-75	75-85
Residential-Multiple Family	50-60	60-65	65-75	75-85
Transient Lodging-Motel, Hotels	50-65	65-70	70-80	80-85
Schools, Libraries, Churches, Hospitals, Nursing Homes	50-60	60-65	65-80	80-85
Auditoriums, Concert Halls, Amphitheaters	NA	50-65	NA	65-85
Sports Arenas, Outdoor Spectator Sports	NA	50-70	NA	70-85
Playgrounds, Neighborhood Parks	50-70	NA	70-75	75-85
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50-70	NA	70-80	80-85
Office Buildings, Business Commercial and Professional	50-67.5	67.5-75	75-85	NA
Industrial, Manufacturing, Utilities, Agriculture	50-70	70-75	75-85	NA

Source: Modified from U.S. Department of Housing and Urban Development Guidelines and State of California Standards.

NOTES:
NORMALLY ACCEPTABLE
Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.
CONDITIONALLY ACCEPTABLE
New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.
NORMALLY UNACCEPTABLE
New Construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.
CLEARLY UNACCEPTABLE
New construction or development should generally not be undertaken.
NA: Not Applicable

The City of Cypress General Plan states that the maximum "normally acceptable" exterior noise levels are 60 CNEL for Residential uses and for Schools.

2.3 City of Cypress General Plan Noise Ordinance & Municipal Code

The City's Noise Ordinance establishes the indoor and outdoor noise standards, provided in Table 3.

Table 3 - City Noise Ordinance Standards

Land Use Categories		CNEL	
Categories	**Uses**	**Interior[1]**	**Exterior[2]**
Residential	Single Family Duplex, Multiple Family	45 - 55	50 – 60
Institutional	Hospital, Schools' Classrooms	45	65

[1] Indoor environment including: Bedrooms, living areas, bathrooms, toilets, closets, corridors.

[2] Outdoor environments including: Private yard of single family,
Multi-family private patio or balcony which is served by a means of exit from inside the dwelling,
Balconies 6 feet deep or less are exempt,
School's playground.

Section 13-68 of the Noise Ordinance states that the exterior sound level limits for all residential properties in any given hour shall be as shown in Table 4 below. The neighbors are in Noise Zone 1.

Table 4 - Exterior Noise Standards

Noise Zone	Noise Level	Time Period
Noise Zone 1: RS-15000 or RS-6000	55 dBA	7:00 a.m. – 10:00 p.m.
	50 dBA	10:00 p.m. – 7:00 a.m.
Noise Zone 2: All residential property not in Noise Zone 1	60 dBA	7:00 a.m. – 10:00 p.m.
	55 dBA	10:00 p.m. – 7:00 a.m.

2.4 Project Requirements

The above requirements for the project are summarized in the following Table 5.

Table 5 - Project Requirements

Activity	Standard
Exterior Noise at School	65 CNEL
Interior Noise in School' Classrooms	45 CNEL
Operational Noise	At residential property: 55 dBA from 7:00 a.m. to 9:00 p.m.

3.0 ENVIRONMENTAL IMPACTS AND SIGNIFICANCE

3.1 Significance Thresholds

The following significance thresholds are used in this report to evaluate the significance of the project noise impacts. The other CEQA Guidelines will not apply to the project or this report:

- Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the City's General Plan or Noise Ordinance. (CEQA Impact 1)

3.2 Analysis

3.2.1 Traffic Methodology

Analysis of the existing and future noise environments presented in this section is based on technical reports, noise monitoring, and noise prediction modeling. Noise modeling procedures involved the calculation of existing and future vehicular noise levels along individual roadway segments. This was accomplished using the Federal Highway Administration Highway Noise Prediction Model (TNM Version 2.5). The California Department of Transportation (Caltrans) published the "Technical Noise Supplement (TeNS)" in October of 1998 which defines how to predict traffic noise for projects in California. The TeNS, Section N-5520 requires that any traffic noise study conducted after March 30, 2000 utilize the calculation methods used by Federal Highway Administration (FHWA) TNM. This model calculates the average noise level at specific locations based on traffic volumes, average speeds, roadway geometry, and site conditions. The off-site traffic noise is analyzed on an increase in CNEL basis to determine the project's impact.

Traffic volumes utilized as data inputs to the noise prediction model were calculated based on information provided in the traffic study by KOA Corporation.

3.2.2 Existing Ambient Monitored Noise Levels

The proposed project site is bounded by Cerritos Avenue to the south in the city of Cypress, California. The land uses surrounding the project are mainly single-family residential. Traffic from W. Cerritos Avenue is the primary source of noise in the general area of the site.

To establish existing ambient noise levels in areas surrounding the project site, a field monitoring study was conducted. Measurements were performed in and around the project site for documenting the ambient conditions. Bruel & Kjaer Model 2250 Sound Level Meters, which satisfy the American National Standards Institute (ANSI) for general environmental noise measurement instrumentation, were used for this purpose. Vehicular traffic is the predominant noise source around the project site. Measurements were performed at several locations as shown in Figure 3. The measurements occurred at these locations on August 15, 2023. Noise readings were measured over 1-second intervals with "A" frequency fast time weighting. The weather conditions were normal, and no anomalies were present during the survey periods.

Table 6 provides the noise level data associated with each monitoring period for each location. As shown, noise levels are around 46 dBA on the project site. This is approximately 50 CNEL.

Figure 3 – Sycamore Creek CCS Project Site and Noise Monitoring Locations



Table 6 - Existing Ambient Monitored Noise Levels

Position	Primary Noise Source	Time	Noise Level (dBA L_{eq})
S1	Neighborhood	8:28am – 8:44am	46
S2	Neighborhood	8:46am – 9:01am	47
S3	Neighborhood	9:07am – 9:23am	46
S4	Neighbor/Road	9:25am – 9:48am	46

3.2.3 Operational Noise

Major expected sources of operational noise include outdoors mechanical equipment, children playground areas and drop-off/pick-up of students. Mechanical equipment has been selected for buildings 1, 2 and 3. Veneklasen used sound power levels of outdoors mechanical equipment, shared on August 15, 2023, to estimate the operational noise.

The project will have playground areas expected to be spread out through the project site. A typical kids playing event and drop-off/pick-up event was defined using the assumptions shown in Table 7. This data is generalized from

past measurements of school activities. With these assumptions, the hourly noise level will depend on the number of events per hour. It is estimated that all school activities will occur during daytime. This analysis uses 50-70 kids playing per area and a total of 220 drop-off students per pick-up area. Therefore, this represents a worse than typical case and is a conservative calculation.

The calculations and the noise propagation to neighboring properties were performed using Predictor-LimA noise mapping software by Softnoise. Figure 3 shows the model superimposed over an aerial photo of the site. The grey shapes show buildings. The outdoor equipment are the red stars; the kids playing events and drop-off/pick-up events are the red boxes distributed along the expected location of the playground areas and the drop-off locations as per site plan. The source data is shown in Table 7.

Table 7 - Sound Source Parameters used for Calculations

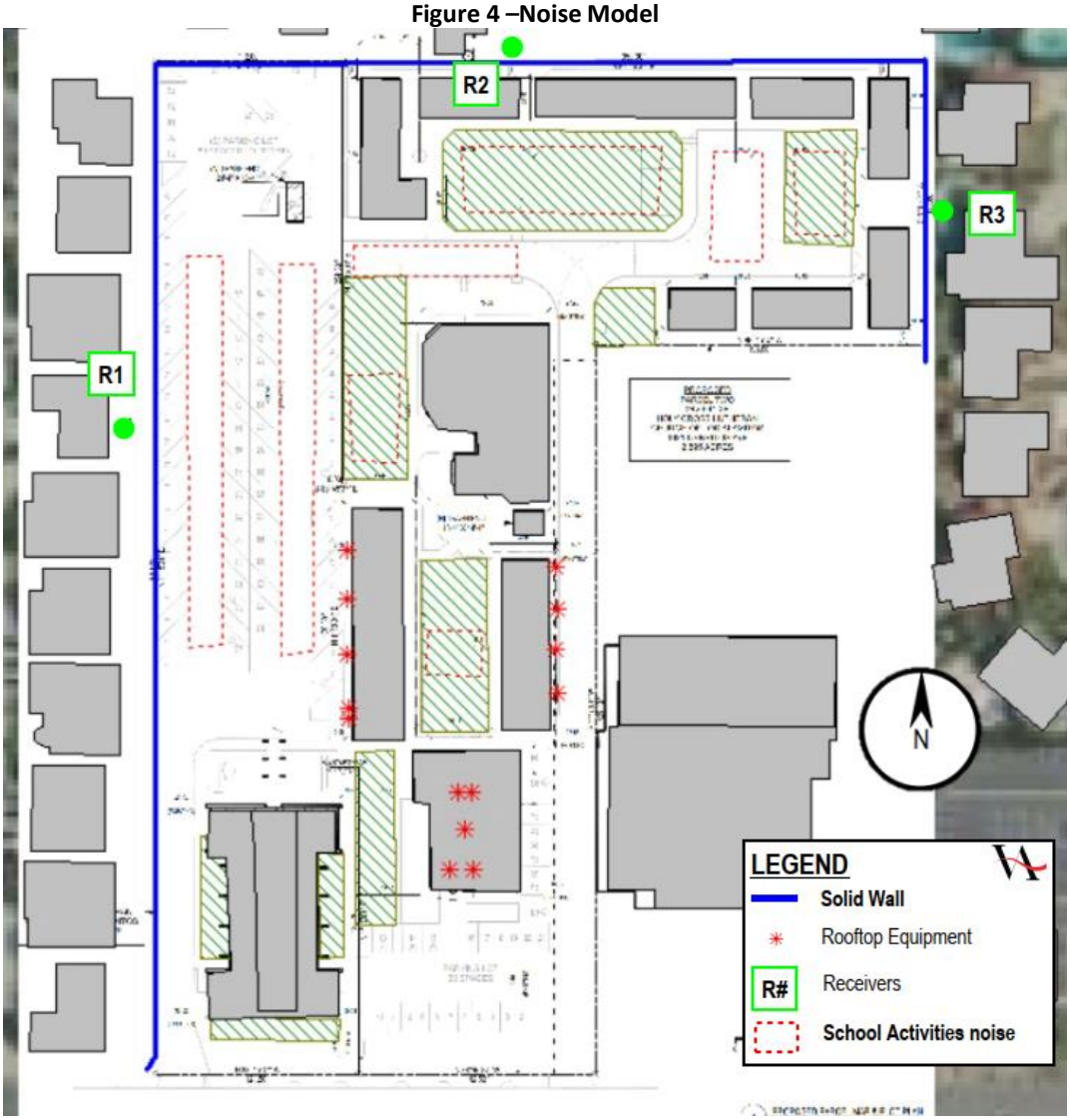
Events	Elevation (ft)	Sound Power Level (dBA)	Number of units/areas
Rooftop Mechanical			
Daiken DRH0723D000034C	14	90	1
Daiken DRH0723D000001S	14	90	1
Outdoor Mechanical			
Daiken RXYQ96AATJA	14	73	2
Daiken RZQ18TBVJUA	14	72	1
Daiken RXTQ60TBVJUA	3	70	4
Daiken RZQ18TBVJUA	3	73	1
Daiken RXTQ36TBVJUA	3	73	4
School Activities			
Drop-off/Pick-up	3	96	2 x 3 (70 kids)
Kids Playing	3	97	5 (50-70 kids)

The project drawings indicate a perimeter screen wall, which is shown in the drawings. Veneklasen assumed 6-foot-high concrete wall, as shown in Figure 4. The results of the model calculations are shown in Table 8, along with the city criterion.

Table 8 - Noise Model Results, hourly sound level (dBA Leq)

Location	City criterion	Mechanical Equipment	Drop-off/Pick-up noise	Playground noise
R1	55	39	55	52
R2		27	39	45
R3		29	44	55

Figure 4 –Noise Model



3.3 CEQA Impact 1. Noise levels in excess of standards

Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or Noise Ordinance or applicable standards of other agencies?

3.3.1 24-Hour Average Noise Levels

Based on the measurements and computer model, existing buildings nearer to W. Cerritos Avenue may experience exterior noise levels greater than 60 CNEL but for the set back new buildings the exterior noise levels will be less than 50 CNEL. From Table 3, interior noise levels may not exceed CNEL 45. This limit will not be exceeded in the new buildings and in existing buildings is not expected to be challenged when utilizing the typical reductions presented in Table 1. New outdoor areas are less than 60 CNEL.

3.3.2 Short-Term Noise Levels

The operational noise is right at the city ordinance limit of 55 dBA at receptors due to normal source levels of Drop-off/Pick-up noise or Playground noise with current 6 ft barrier wall.

3.3.3 Project Traffic

A traffic study was completed by KOA Corporation. Based on the minimal expected changes in traffic volume, the future noise level at locations are expected to increase by less than 3 dB, and therefore the impact due to project traffic is anticipated to be less than significant.

3.3.4 Operational Noise

The calculated hourly noise level was added to the existing ambient noise level (see Table 6) as applicable to its noise source type and the resultant CNEL was calculated. The calculated increase in CNEL to surrounding areas was less than the threshold of significance of 3 dB compared to the measured/calculated level of 50 CNEL and therefore less than significant.

This impact is less than significant.

3.4 CEQA Impact 2. Vibration levels

Would the project expose persons to or generation of excessive ground-borne vibration or ground-borne noise levels?

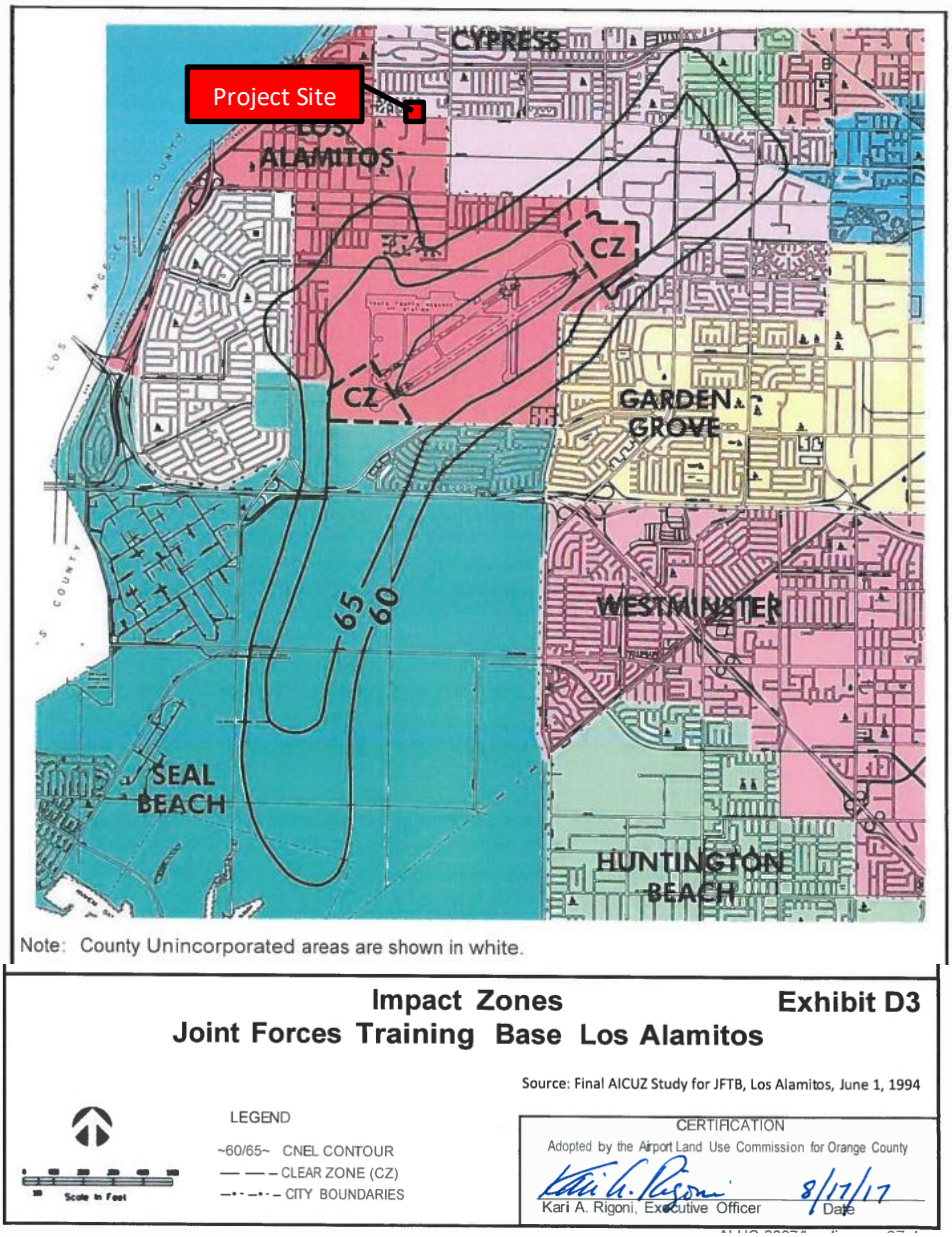
Given the project type, ground-borne vibration or ground-borne noise levels are not expected to be generated.

3.5 CEQA Impact 3. Airport noise exposure

For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The project is within two miles of a Joint Forces Training Base Los Alamitos. Noise contours provided by Orange County Airport Land Use Commission indicates that project site will be outside from the noise contours generated by the base. Therefore, there is no noise impact.

Figure 5 –Joint Forces Training Base Los Alamitos Noise Contours



4.0 SUMMARY

CEQA Noise Impact Question		No Impact	Less Than Significant	Less Than Significant with Mitigation	Potentially Significant
1	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		**X**		
2	Generation of excessive ground-borne vibration or ground-borne noise levels?	**X**			
3	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	**X**			

We trust this meets the project's needs. If you have any questions, please do not hesitate to call.

Sincerely,
Veneklasen Associates, Inc.

David Varela
Associate

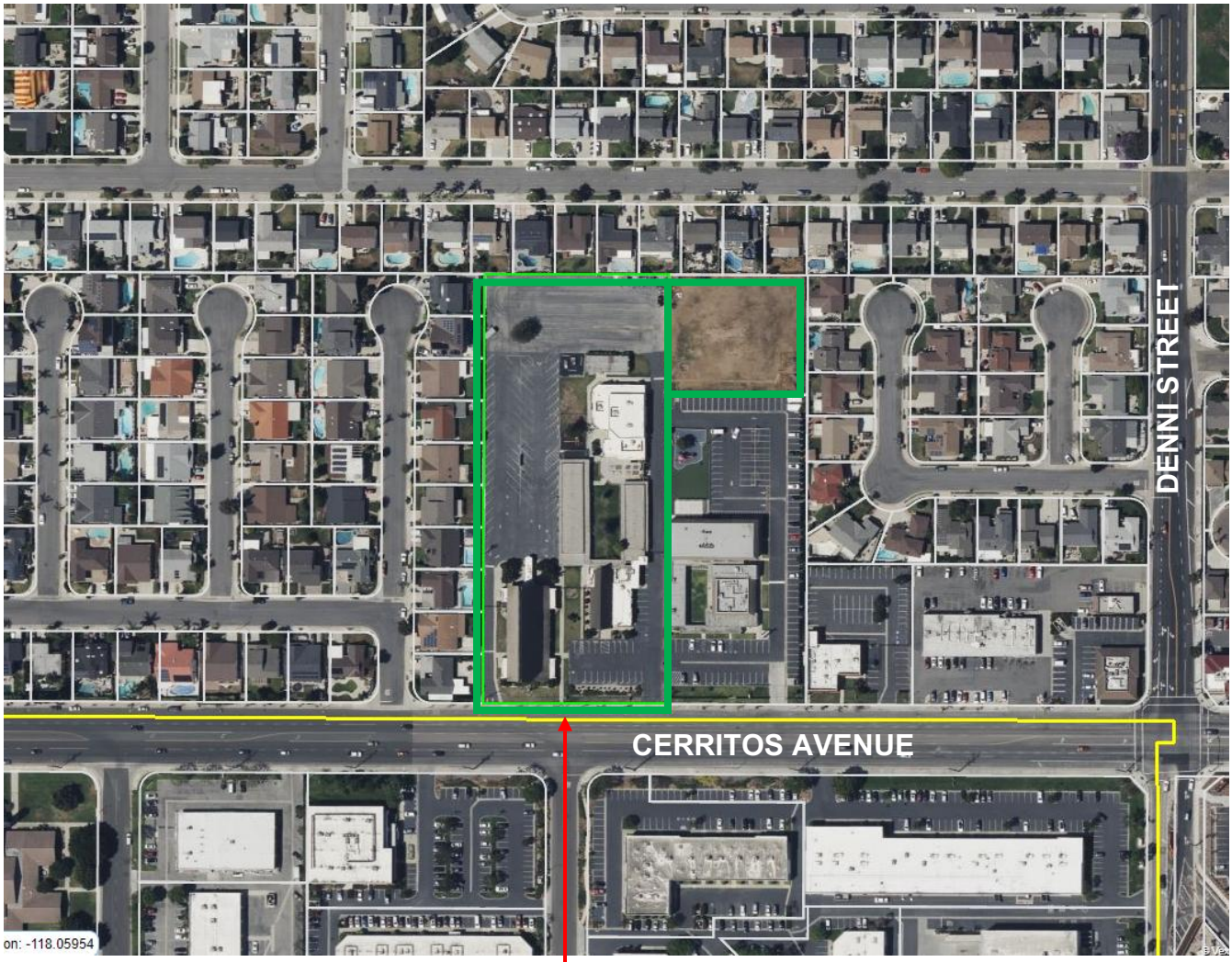
Cathleen Novak
Associate

APPENDIX A

Table A.1 – Definitions of Noise-Related Terms

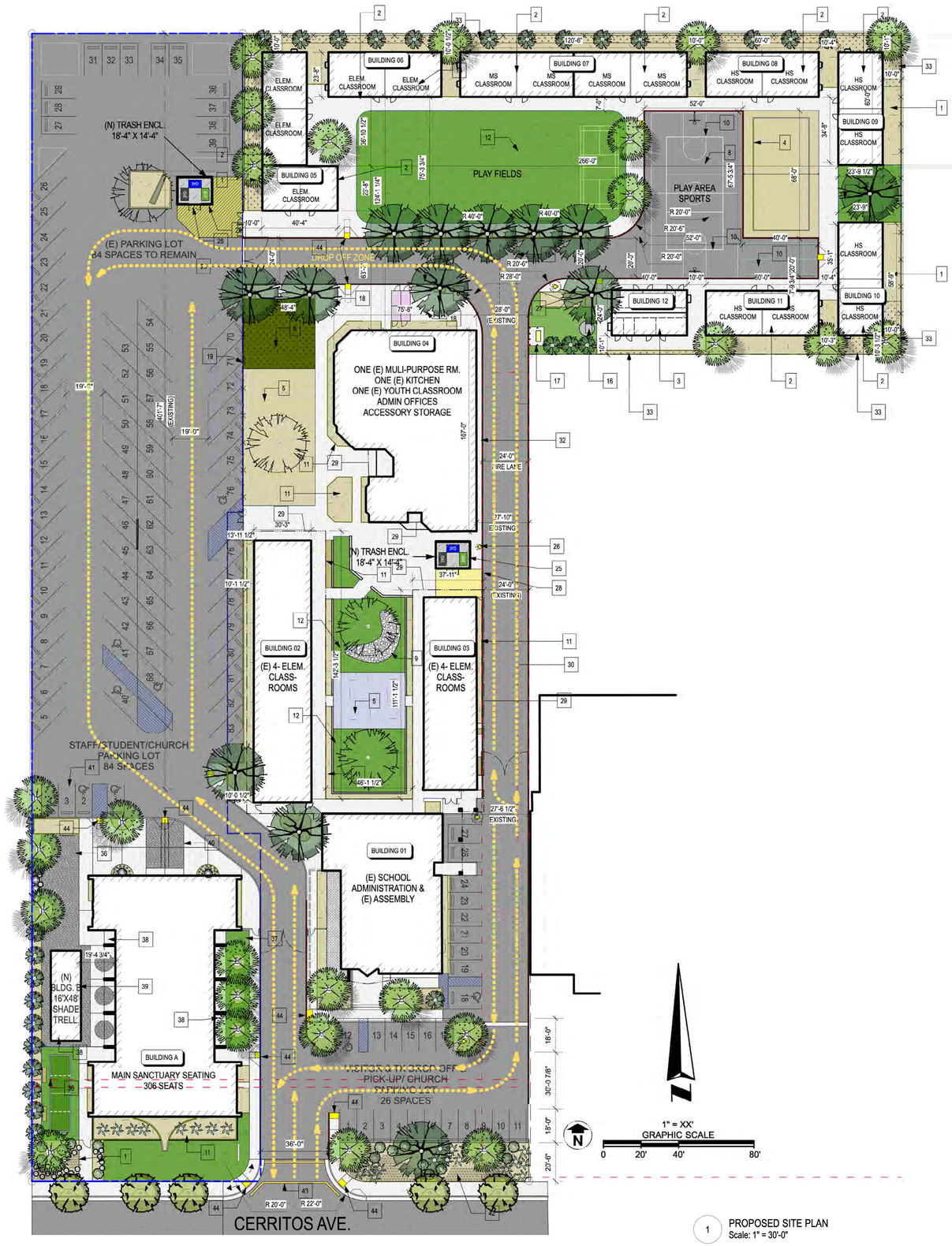
Term	Definition
Decibel, dB	A unit describing the amplitude of sound equivalent to 20 times the logarithm, to the base 10, of the ratio of the pressure of the sound to the reference pressure of 20 μPa.
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured in an A-weighting filter network. The A-weighting de-emphasizes the very low frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. All sound levels in this report are in the A-weighted scale.
L_0 (L_{max}), L_2, L_8, L_{25}, L_{50}	The A-weighted noise levels that are exceeded 0 percent (maximum noise level), 2 percent, 8 percent, 25 percent, and 50 percent of the time during the measurement period.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the stated measurement period.
Community Noise Equivalent Level, CNEL	The average A-weighted noise level during a 24-hour day, obtained after addition of 5 decibels in the evening from 7:00 P.M. to 10:00 P.M., and after addition of 10 decibels to noise levels in the night between 10:00 P.M. and 7:00 A.M.
Day-Night Noise Level, DNL, Ldn	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 P.M. and 7:00 A.M.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Impulsive Noise	Sound of short duration. Typically associated with an abrupt onset and rapid decay (i.e., gun-shots, etc.).
Pure Tones	A sound wave, residing over a small range of frequencies, which has a sinusoidal behavior over time.
VdB	Unit of measurement used by FHWA to describe ground-borne vibration. Equivalent to 20 times the logarithm, to the base 10, of the ratio of the root mean square ground-borne velocity to the reference of reference of $1x10^{-6}$ in/sec.

Conditional Use Permit No. 2024-02;
Amendment to Conditional Use Permit No. 86-1;
and Tentative Parcel Map 2023-134



PROJECT SITE
4321 Cerritos Avenue

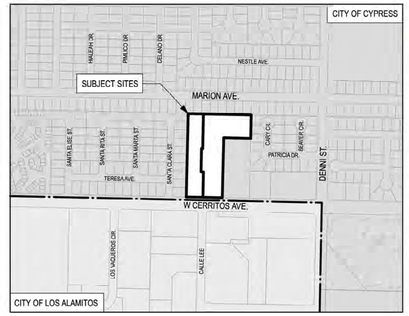
VICINITY MAP



1 PROPOSED SITE PLAN
Scale: 1" = 30'-0"

VICINITY MAP

NOT TO SCALE



PROJECT SUMMARY

THE PROJECT, UNDER A NEW CONDITIONAL USE PERMIT AND PARCEL MAP, WILL CONVERT AN EXISTING CHURCH-USE FACILITY AND SITE TO A TK-12 GRADE CHARTER SCHOOL. THE SITE CURRENTLY HAS ONE MAIN CHURCH AND 5 OTHER ON-SITE BUILDINGS. THESE WERE USED, IN THE PAST, FOR YOUTH GROUPS, PRESCHOOLS AND SUNDAY SCHOOL. THE PROJECT WILL ADD 9 MODULAR CLASSROOM BUILDINGS AND TWO MODULAR RESTROOM BUILDINGS TO ACCOMODATE THE PROJECTED 720 STUDENTS TO BE ENROLLED IN THE NEXT SEVERAL YEARS. THE SITE LAYOUT WILL PUT FORWARD THE IDEA OF CAMPUS AND CREATE DIFFERENTLY ZONED OPEN SPACES FOR OUTDOOR STUDY, A VARIETY OF SPORTS, AND GARDENING ACTIVITY..

PLANT LEGEND

NEW SYCAMORE TREE, MIN. 24" SQ. BOX SIZE.
PLATANUS OCCIDENTALIS

EXISTING TREE TO REMAIN.

MUSEUM DESERT PALOS VERDE, MIN. 24" SQ. BOX SIZE.

VARIUS LOW-WATER MWELO COMPLIANT BUSHES.

SCHOOL + CHURCH PARKING CALCULATION

ELEMENTARY CLASSROOMS = 19	19X2	38
HIGH SCHOOL CLASSROOMS = 8	8X7	56
TOTAL SCHOOL PARKING		94
CHURCH SANCTUARY*		
27 PEWS @ 204" EACH = 5508"/18" = 306 SEATS		
1 SPACE/ PER 3 SEATS= 306/3 =		102
TOTAL REQUIRED (CUMULATIVE)		198
TOTAL REQUIRED (RECIPROCAL - LARGEST USE)		102
REGULAR PARKING SPACES PROVIDED		102
ACCESSIBLE PARKING SPACES PROVIDED		8
TOTAL PARKING PROVIDED		110
PARKING SURPLUS		8

*NOTE: CHURCH SANCTUARY WILL BE REMODELED AND PEWS WILL BE REDUCED FROM EXISTING 33 TO PROPOSED 27.

SITE DATA

SITE AREA (BEFORE TENTATIVE PARCEL MAP)	194,829	SF
SITE AREA CHURCH PARCEL	68,719	SF
SITE AREA SCHOOL PARCEL	126,110	SF
BLDG. ROOF COVERAGE (CHURCH PARCEL)	10,693 (15.5%)	SF
LANDSCAPE AREA (CHURCH PARCEL)	7,259 (10.6%)	SF
BLDG. ROOF COVEREAGE (SCHOOL PARCEL)	37,445 (29.7%)	SF
LANDSCAPE AREA (SCHOOL PARCEL)	37,327 (29.6%)	SF

BUILDING	AREA	HEIGHT
BUILDING A - EXISTING	9213 SF	68.1 FT
SHADE TRELLIS-NEW CONST.	768 SF	28.6 FT
BUILDING 1 - EXISTING	4816 SF	12.1 FT
BUILDING 2 - EXISTING	4246 SF	12.0 FT
BUILDING 3 - EXISTING	2889 SF	18.2 FT
BUILDING 4 - EXISTING	6834 SF	14.5 FT
BUILDING 5 - NEW CONST.	2380 SF	14.5 FT
BUILDING 6 - NEW CONST.	1440 SF	14.5 FT
BUILDING 7 - NEW CONST.	2850 SF	14.5 FT
BUILDING 8 - NEW CONST.	1440 SF	14.5 FT
BUILDING 9 - NEW CONST.	1440 SF	14.5 FT
BUILDING 10 - NEW CONST.	1440 SF	14.5 FT
BUILDING 11 - NEW CONST.	1440 SF	14.5 FT
BUILDING 12 - NEW CONST.	960 SF	12.0 FT

SITE PLAN LEGEND

- NATURAL GRASS TURF
- CONCRETE
- ASPHALT
- PLANTED AREA
- DECOMPOSED GRANITE OR MULCH AREA
- (N) PLANTING BED. ALL PLANTS & IRRIGATION PER MWELO, LOW WATER USE PER WUCOLS IV LIST
- (N) GARDENING AREA
- (N) SAND VOLLEYBALL AREA
- (N) PLAY AREA (WOOD CHIPS)
- FENCE
- (E) FENCE

SITE PLAN NOTES

1. DECOMPOSED GRANITE OR WOOD CHIP MULCH AREA.
2. NEW MODULAR CLASSROOM BUILDING. 1440 SQ. FT. GROSS AREA EACH. APPROXIMATELY 24'LX60'WX12'H
3. NEW MODULAR BATHROOMS: BOYS, GIRLS AND 2 SINGLE OCCUPANCY.
4. 30'WX60'L SAND VOLLEYBALL COURT.
5. PLAY AREA WITH (E) EQUIPMENT
6. (N) URBAN FARMING/GARDNING AREA
7. N/A
8. OCFA HAMMERHEAD FIRE LANE TURN AROUND. AREA CAN DOUBLE AS PAVED PLAY AREA. NO CURB SO CAN BE USED FOR SPORTS DURING SCHOOL HOURS.
9. RAIN GARDEN
10. SPORT COURT LINES. BADMINTON, VOLLEYBALL, BASKETBALL AND 4-SQUARE.
11. EXISTING PLANTED AREA WITH MULCH.
12. GRASS
13. MORNING DROP-OFF EXIT (OPTIONAL)
14. 10'-0" OFFSET FROM (E) BLDG. PER ZONING CODE. POSSIBLE EASEMENT TO MAINTAIN PARKING USE AND ACCESS.
15. CISTERN 9'X40' (19,000 GAL.) BELOW GRADE.
16. STORMWATER SUMP PIT & PUMPS. ABOVE GROUND PUMP STATION. PACKAGED UNIT.
17. EXISTING ELECTRICAL TRANSFORMER, MAY BE REPLACED WITH NEW UNIT.
18. HANDBALL WALL + STORAGE. TWO 5'WX8'DX6'H STEEL STORAGE BOX. WITH 10 TALL WALLS ATTACHED TO BOTH BROAD SIDES. CLAD IN EXTERIOR RATED PLYWOOD AND PAINTED.
19. NEW FENCE ALONG NEW PROPERTY LINE.
20. NEW METAL GATE FOR MORNING DROP-OFF USE.
21. N/A
22. EXISTING MONUMENT SIGN TO REMAIN, NEW GRAPHIC. 8'WX6'H
23. EXISTING MONUMENT SIGN TO BE RELOCATED. (CHURCH)
24. EXISTING CHURCH MONUMENT TO BE RELOCATED TO THIS LOCATION. (CHURCH)
25. NEW CMU TRASH ENCLOSURE
26. EXISTING FIRE HYDRANT
27. NEW FIRE HYDRANT
28. LOADING ZONE
29. LINE OF ROOF OVERHEAD
30. FIRE LANE, MIN. 20' WITH MAX CROSS SLOPE OF 2% AND MAX GRADE 15% IN DIRECTION OF TRAVEL.
31. GATES CROSSING FIRE LANE SHALL HAVE 20' MIN. CLEAR WIDTH. WHEN OPEN.
32. (N) CONC. SIDEWALK
33. (N) MULCH OR DG AREA WITH DROUGHT TOLERANT PLANTS. WUCOLS LOW TO VERY LOW WATER USE CATEGORY ONLY.
34. N/A
35. N/A
36. ARTIFIAL TURF PLAY AREA FOR CHURCH USE
37. ARTIFIAL TURF AREA WITH TREE PLANTING AS SHOWN.
38. IMPERMEABLE BRICK PAVER. SLOPE AWAY FROM BUILDINGS @ 2%
39. PAVILION. 10'-12' TALL WITH METAL ROOF. OPEN AT SIDES.
40. NEW ENTRY CANOPY.
41. 4 NEW PARKING SPACES.
42. NEW PLANTED LANDSCAPE AREA TO CREATE BUFFER BETWEEN ROAD AND PARKING LOT.
43. CROSSWALK
44. CURB RAMP

ARCHITECT

KELTNERCO

KELTNERCO ARCHITECTS, INC.
3737 AGUILAR ST.
LOS ANGELES, CA 90065
(213) 309-0121

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PROJECT

SYCAMORE CREEK CCS
4321 CERRITOS AVE.
CYPRESS, CA 90630

OWNER

REDHOOK CAPITAL PARTNERS
2120 E. GRAND AVE., SUITE 135
EL SEGUNDO, CA 90245
C/O: DAVID HYUN

STRUCTURAL CONSULTANT

TBD
TBD
TBD
TBD

MEP CONSULTANT

VCA ENGINEERS INC.
VIRGIL C. AOANON, P.E., S.E., QSD
1041 S GARFIELD AVE.
ALHAMBRA, CA 91801
323-729-6098

STAMP

REV.	DATE	DESCRIPTION
2	4/4/24	ANNOTATION. PARKING CALC
1	4/3/24	CHURCH SITE PLAN & INTERSECTION
NO.	DATE	ISSUE NOTE
J	6/4/24	PLANNING REVISION PARKING
I	5/20/24	OCFA REV 1
H	4/25/24	ENTITLEMENT RESUBMITTAL

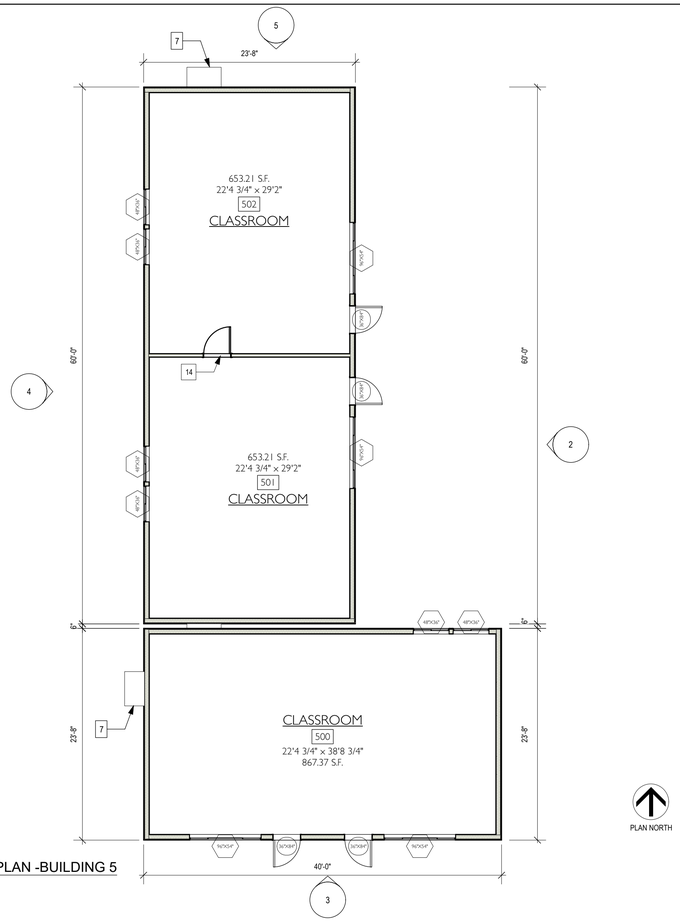
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DRAWN BY:
DATE: 3/30/2019
REVIEWED BY:
PROJECT ID: 148

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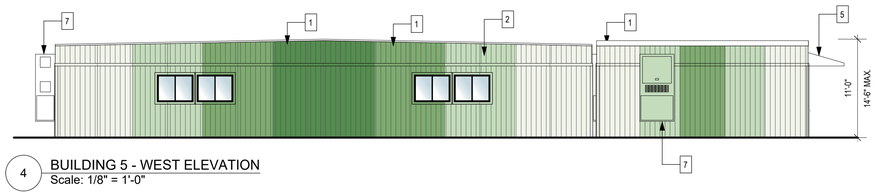
PROPOSED SITE PLANS COMBINED

SHEET NO.

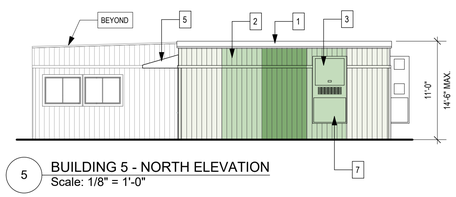
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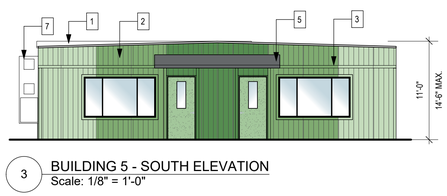
1 SCHEMATIC FLOOR PLAN -BUILDING 5
Scale: 1/8" = 1'-0"



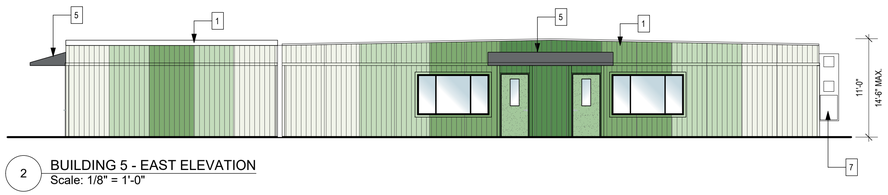
4 BUILDING 5 - WEST ELEVATION
Scale: 1/8" = 1'-0"



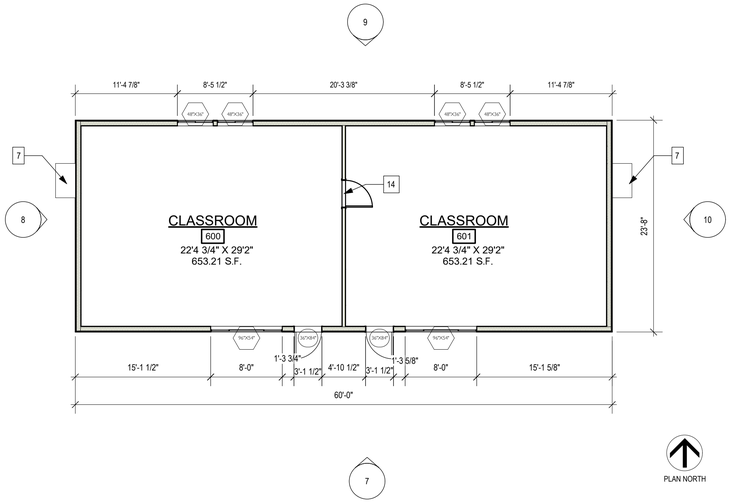
5 BUILDING 5 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



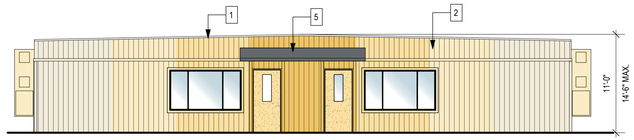
3 BUILDING 5 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"



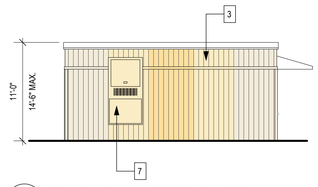
2 BUILDING 5 - EAST ELEVATION
Scale: 1/8" = 1'-0"



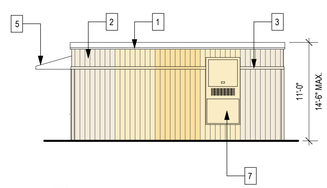
6 SCHEMATIC FLOOR PLAN-BLDG 6
Scale: 1/8" = 1'-0"



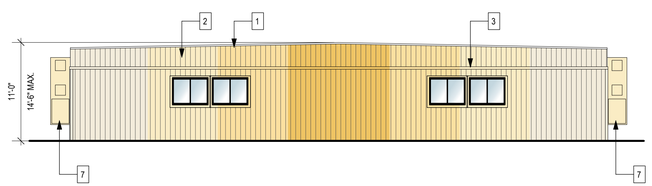
7 BUILDING 6- SOUTH ELEVATION
Scale: 1/8" = 1'-0"



8 BUILDING 6 - WEST ELEVATION
Scale: 1/8" = 1'-0"



10 BUILDING 6 - EAST EELVATION
Scale: 1/8" = 1'-0"



9 BUILDING 6 - NORTH ELEVATION
Scale: 1/8" = 1'-0"

PLAN & ELEVATION NOTES

1. STATE APPROVED MODULAR CLASSROOM BUILDING.
2. PAINTED T-111 SIDING.
3. TRIM BOARDS
4. CONCRETE FOUNDATION
5. AWNING OVER ALL ENTRANCES, MIN. 4'-0" PROJECTION.
6. CAST IN PLACE CONCRETE PATIO & STAIRS. GUADRAILS NEEDED WHEN HEIGHT EXCEEDS 30" ABOVE ADJACENT GRADE.
7. ELECTRIC HEAT PUMP. WALL MOUNTED ON EXTERIOR OF BLDG. TO PROVIDE AIR CONDITIONING, HEAT AND VENTILATION.
8. ADA COMPLIANT RAMP
9. STAIRS
10. PLANTER FOR TREE.
11. RISERS FOR PERFORMANCE
12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
13. N/A
14. ADJOINING CLASSROOM DOORS.

ELEVATION MATERIAL LEGEND: BUILDING 5

MAT'L: T-111 SIDING
PAINT: GR-W10 CALCIUM
MFG: BEHR

MAT'L: T-111 SIDING
PAINT: M390-3 GALWAY
MFG: BEHR

MAT'L: T-111 SIDING
PAINT: M390-5 SAGE GARDEN
MFG: BEHR

MAT'L: T-111 SIDING
PAINT: M390-6 BELFAST
MFG: BEHR

ELEVATION MATERIAL LEGEND: BUILDING 6

MAT'L: T-111 SIDING
PAINT: BM OC 1465 - LINEN. WHITE
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 295 - CANDLELIT DINNER
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 297- GOLDEN HONEY
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 299 - FIREFLY
MFG: BENJAMIN MOORE

ARCHITECT
KELTNERCO
KELTNERCO ARCHITECTS, INC.
3737 AGUILAR ST.
LOS ANGELES, CA 90065
(213) 309-0121

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PROJECT
SYCAMORE CREEK CCS
4321 CERRITOS AVE.
CYPRESS, CA 90630

Notes
1. N/A
2. PAINTED T-111 SIDING

OWNER
REDHOOK CAPITAL PARTNERS
2120 E. GRAND AVE., SUITE 135
EL SEGUNDO, CA 90245
C/O: DAVID HYUN

STRUCTURAL CONSULTANT
TBD
TBD
TBD
TBD

MEP CONSULTANT
VCA ENGINEERS INC.
VIRGIL C. AOANON, P.E., S.E., QSD
1041 S GARFIELD AVE.
ALHAMBRA, CA 91801
323-729-6098

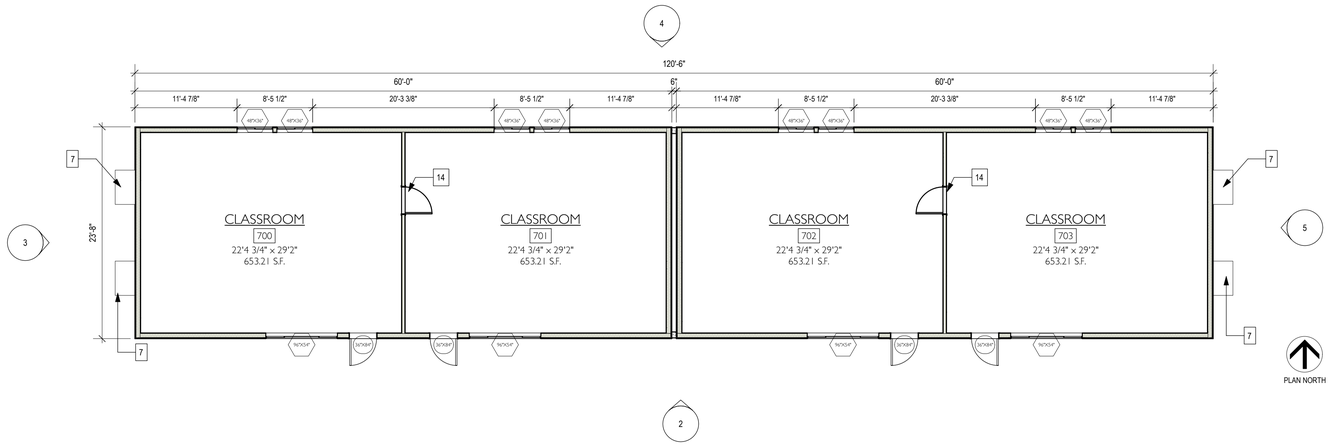
STAMP

REV.	DATE	DESCRIPTION
C	5/23/23	PRELIMINARY PROJECT REVIEW BACKCHECK
B	2/24/23	PRELIMINARY PROJECT REVIEW
A	2/21/23	DRAFT PROGRESS SET
NO.	DATE	ISSUE NOTE

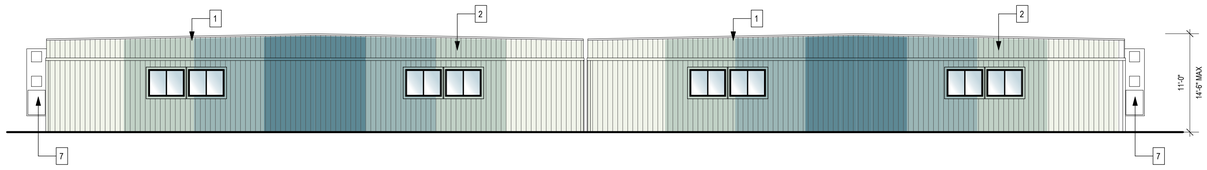
PROJECT MANAGER: ANK
DRAWN BY:
DATE: 3/30/2019
REVIEWED BY:
PROJECT ID: 148

SHEET TITLE
BLDG 5 & 6
PROPOSED FLOOR PLAN + ELEVATIONS

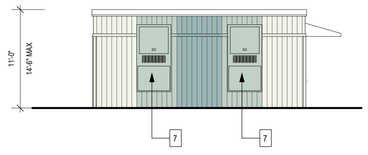
SHEET NO.
AA300



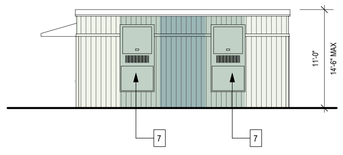
1 SCHEMATIC FLOOR PLAN - BUILDING 7
Scale: 1/8" = 1'-0"



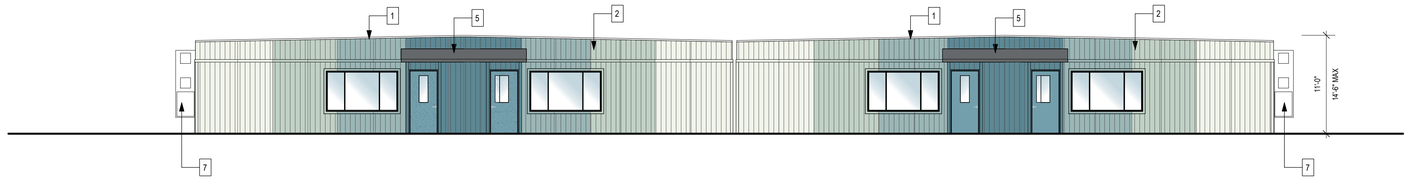
4 BUILDING 7 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



3 BUILDING 7 -WEST ELEVATION
Scale: 1/8" = 1'-0"



5 BUILDING 7 - EAST ELEVATION
Scale: 1/8" = 1'-0"



2 BUILDING 7 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"

PLAN & ELEVATION NOTES

1. STATE APPROVED MODULAR CLASSROOM BUILDING.
2. PAINTED T-111 SIDING.
3. TRIM BOARDS
4. CONCRETE FOUNDATION
5. AWNING OVER ALL ENTRANCES, MIN. 4'-0" PROJECTION.
6. CAST IN PLACE CONCRETE PATIO & STAIRS. GUADRAILS NEEDED WHEN HEIGHT EXCEEDS 30" ABOVE ADJACENT GRADE.
7. ELECTRIC HEAT PUMP. WALL MOUNTED ON EXTERIOR OF BLDG. TO PROVIDE AIR CONDITIONING, HEAT AND VENTILATION.
8. ADA COMPLIANT RAMP
9. STAIRS
10. PLANTER FOR TREE.
11. RISERS FOR PERFORMANCE
12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
13. N/A
14. ADJOINING CLASSROOM DOORS.

ELEVATION MATERIAL LEGEND: BUILDING 7

MAT'L: T-111 SIDING
PAINT: GR-W10 CALCIUM
MFG: BEHR

MAT'L: T-111 SIDING
PAINT: HC-144 PALLADIAN BLUE
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: HC-149 BUXTON BLUE
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: HC-151 BUCKLAND BLUE
MFG: BENJAMIN MOORE

ARCHITECT

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OWNER

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C/O: DAVID HYUN

STRUCTURAL CONSULTANT

TBD
TBD
TBD
TBD

MEP CONSULTANT

VCA ENGINEERS INC.
VIRGIL C. AOANON, P.E., S.E., QSD
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NO.	DATE	ISSUE NOTE

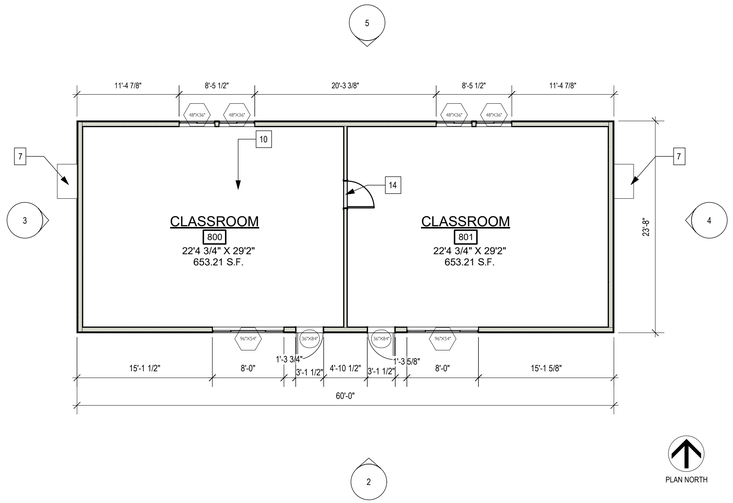
PROJECT MANAGER: ANK	DRAWN BY:
DATE: 3/30/2019	REVIEWED BY:
PROJECT ID: 148	

SHEET TITLE

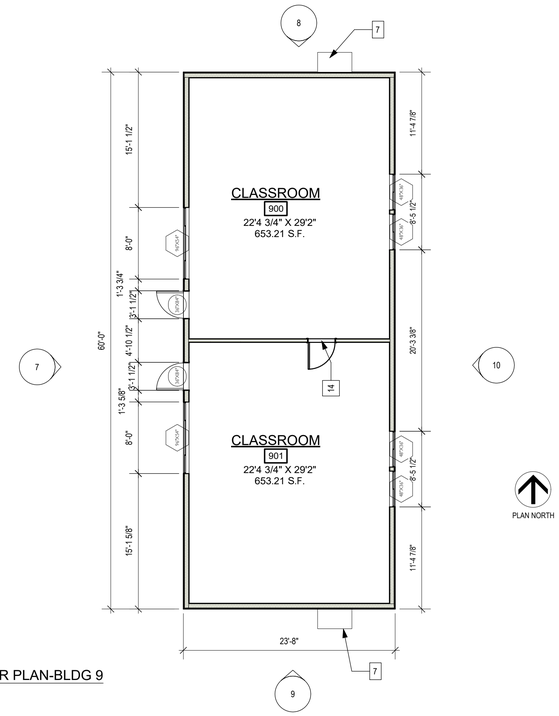
BLDG 7 PROPOSED FLOOR PLAN + ELEVATIONS

SHEET NO.

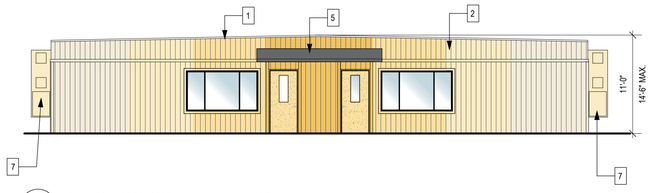
AA301



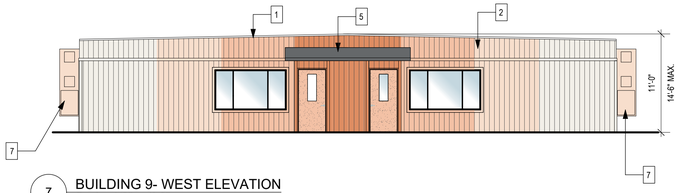
1 SCHEMATIC FLOOR PLAN-BLDG 8
Scale: 1/8" = 1'-0"



6 SCHEMATIC FLOOR PLAN-BLDG 9
Scale: 1/8" = 1'-0"



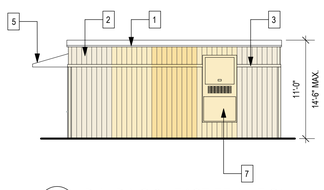
2 BUILDING 8- SOUTH ELEVATION
Scale: 1/8" = 1'-0"



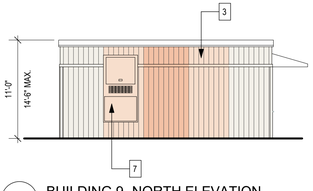
7 BUILDING 9- WEST ELEVATION
Scale: 1/8" = 1'-0"



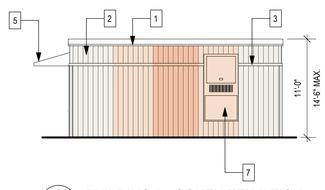
3 BUILDING 8 - WEST ELEVATION
Scale: 1/8" = 1'-0"



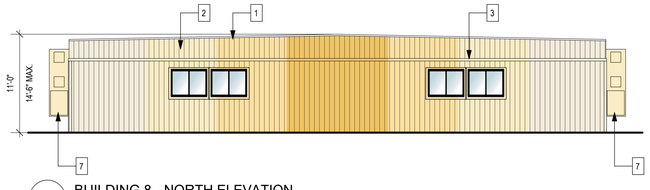
4 BUILDING 8 - EAST EELVATION
Scale: 1/8" = 1'-0"



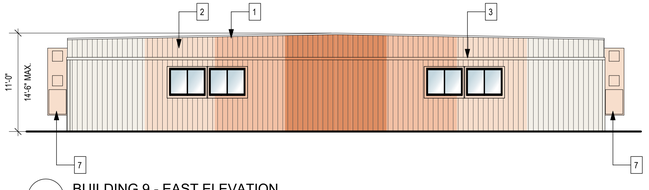
8 BUILDING 9 -NORTH ELEVATION
Scale: 1/8" = 1'-0"



9 BUILDING 9 - SOUTH EELVATION
Scale: 1/8" = 1'-0"



5 BUILDING 8 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



10 BUILDING 9 - EAST ELEVATION
Scale: 1/8" = 1'-0"

PLAN & ELEVATION NOTES

1. STATE APPROVED MODULAR CLASSROOM BUILDING.
2. PAINTED T-111 SIDING.
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4. CONCRETE FOUNDATION
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7. ELECTRIC HEAT PUMP. WALL MOUNTED ON EXTERIOR OF BLDG. TO PROVIDE AIR CONDITIONING, HEAT AND VENTILATION.
8. ADA COMPLIANT RAMP
9. STAIRS
10. PLANTER FOR TREE.
11. RISERS FOR PERFORMANCE
12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
13. N/A
14. ADJOINING CLASSROOM DOORS.

ELEVATION MATERIAL LEGEND: BUILDING 8

MAT'L: T-111 SIDING
PAINT: BM OC 1465 - LINEN. WHITE
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 295 - CANDLELIT DINNER
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 297- GOLDEN HONEY
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 299 - FIREFLY
MFG: BENJAMIN MOORE

ELEVATION MATERIAL LEGEND: BUILDING 9

MAT'L: T-111 SIDING
PAINT: BM OC 145 - ATRIUM WHITE
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 64 - NAUTILUS SHELL
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 67 - DEL RAY PEACH
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 69- GOLDEN CHERRY
MFG: BENJAMIN MOORE

ARCHITECT

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LOS ANGELES, CA 90065
(213) 309-0121

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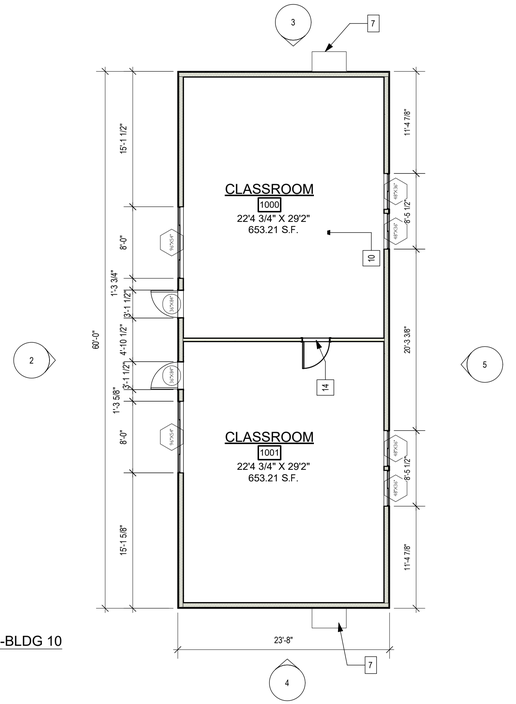
PROJECT MANAGER: ANK
DRAWN BY:
DATE: 3/30/2019
REVIEWED BY:
PROJECT ID: 148

SHEET TITLE

BLDG 8 & 9
PROPOSED FLOOR
PLAN + ELEVATIONS

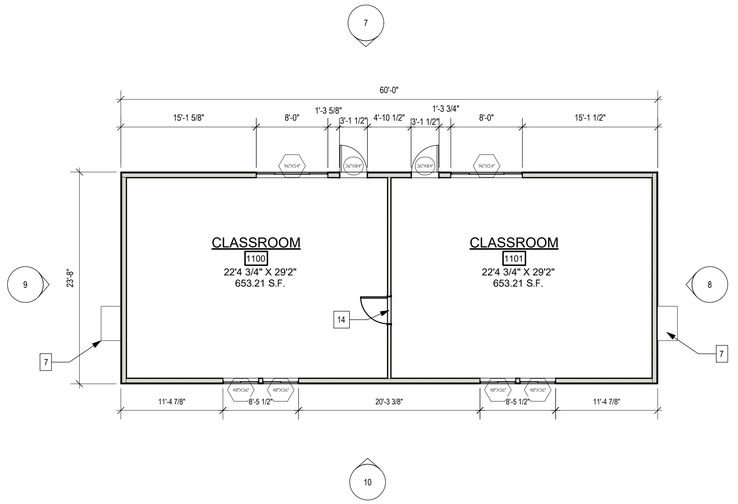
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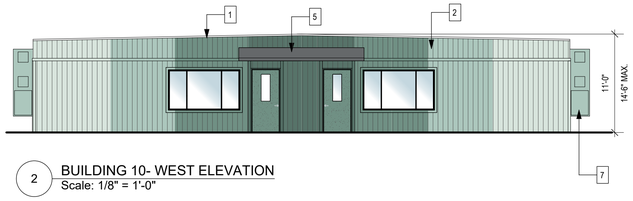
1 SCHEMATIC FLOOR PLAN-BLDG 10
Scale: 1/8" = 1'-0"

PLAN NORTH

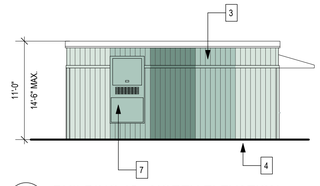


6 SCHEMATIC FLOOR PLAN-BLDG 11
Scale: 1/8" = 1'-0"

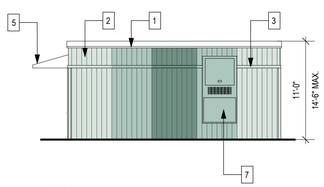
PLAN NORTH



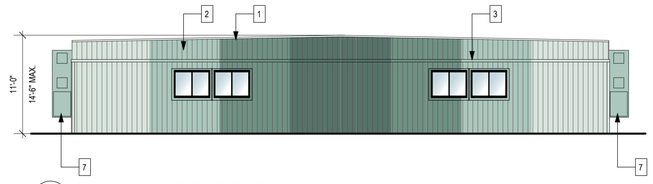
2 BUILDING 10- WEST ELEVATION
Scale: 1/8" = 1'-0"



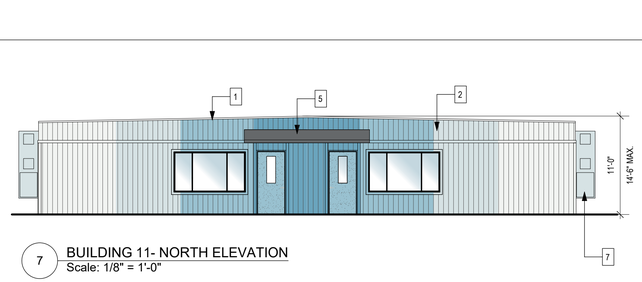
3 BUILDING 10 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



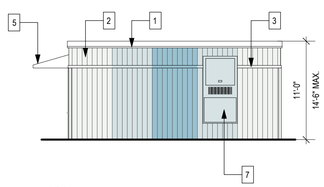
4 BUILDING 10 - SOUTH EELVATION
Scale: 1/8" = 1'-0"



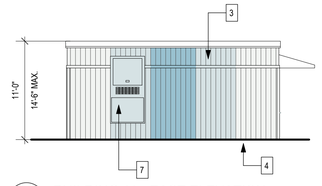
5 BUILDING 10 - EAST ELEVATION
Scale: 1/8" = 1'-0"



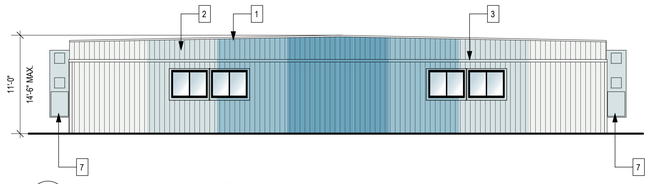
7 BUILDING 11- NORTH ELEVATION
Scale: 1/8" = 1'-0"



9 BUILDING 11 - WEST EELVATION
Scale: 1/8" = 1'-0"



8 BUILDING 11 - EAST ELEVATION
Scale: 1/8" = 1'-0"



11 BUILDING 11 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"

PLAN & ELEVATION NOTES

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10. PLANTER FOR TREE.
11. RISERS FOR PERFORMANCE
12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
13. N/A
14. ADJOINING CLASSROOM DOORS.

ELEVATION MATERIAL LEGEND: BUILDING 10

MAT'L: T-111 SIDING
PAINT: BM OC-67 - ICE MIST
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM AF 540 - CONSTELLATION
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM CSP 615 - DAYDREAM
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 174 - I'VE GOT THE BLUES
MFG: BENJAMIN MOORE

ELEVATION MATERIAL LEGEND: BUILDING 11

MAT'L: T-111 SIDING
PAINT: BM 680 - OPAL ESSENCE
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 682 - WARM SPRINGS
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 684 - SHENENDOAH
MFG: BENJAMIN MOORE

MAT'L: T-111 SIDING
PAINT: BM 685 - VERDIGIS
MFG: BENJAMIN MOORE

ARCHITECT

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DATE: 3/30/2019
REVIEWED BY:
PROJECT ID: 148

SHEET TITLE

BLDG 10 & 11
PROPOSED FLOOR
PLAN + ELEVATIONS

SHEET NO.

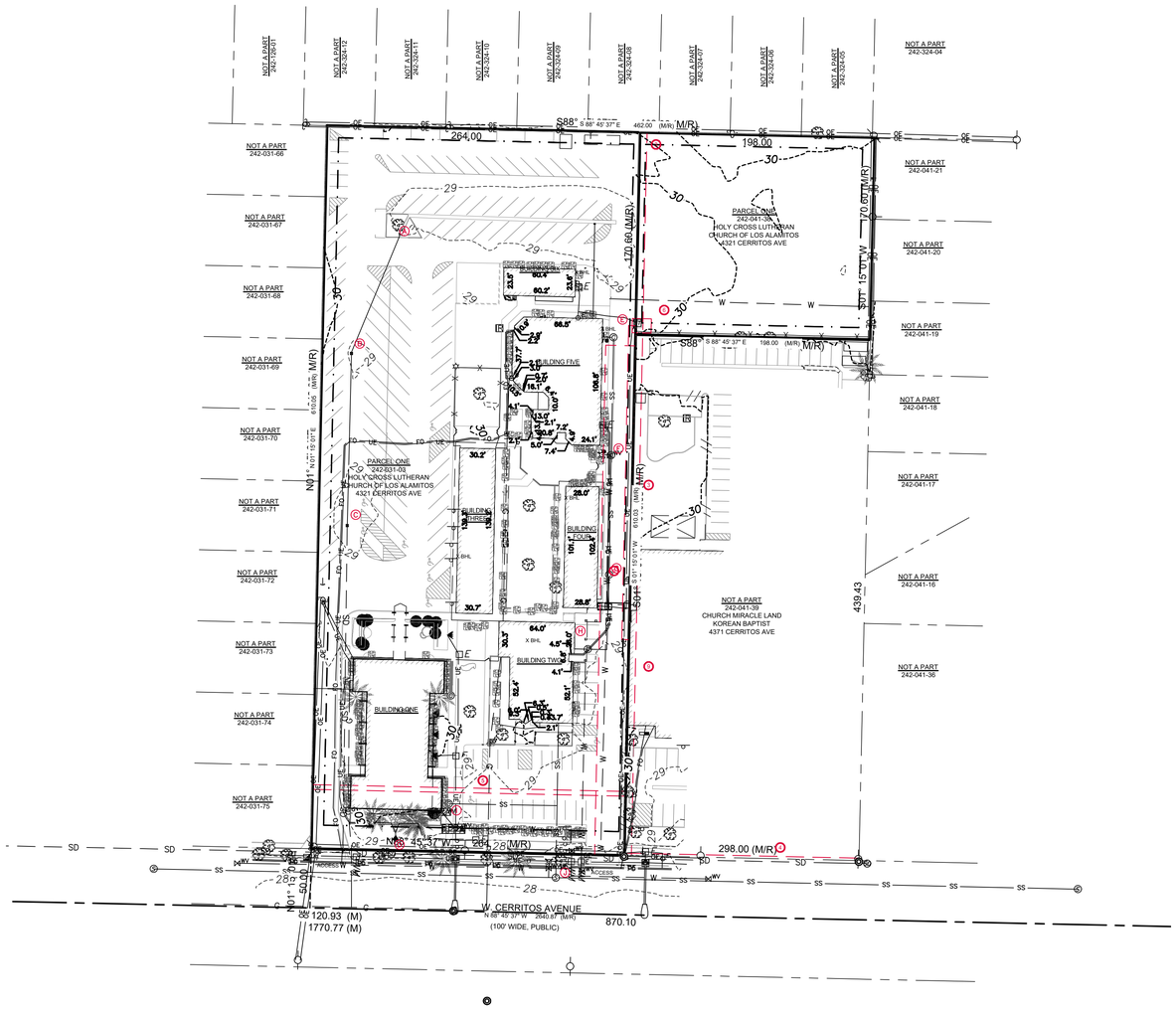
AA303

SYCAMORE CREEK COMMUNITY CHARTER SCHOOL

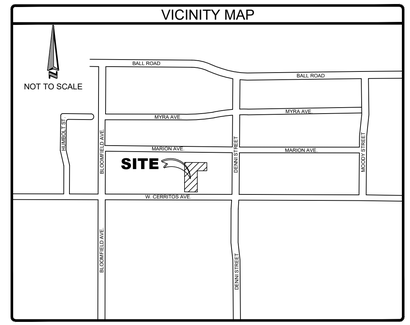
IN THE CITY OF CYPRESS, ORANGE COUNTY, STATE OF CALIFORNIA

TENTATIVE PARCEL MAP NO. 2023-134

EXISTING CONDITIONS - TOPOGRAPHIC SURVEY



SHEET INDEX - TENTATIVE PARCEL MAP	
SHEET NO.	DESCRIPTION
1	TOPOGRAPHIC SURVEY FOR REFERENCE
2	VESTING TENTATIVE TRACT MAP INFORMATION



BASIS OF BEARINGS:

BEARING AND DISTANCE ARE BASED ON U.S. STATE NAD 1983 COORDINATES, CALIFORNIA STATE PLANE ZONE SIX

BENCHMARK:

DESCRIBED BY OCS 2002 – FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "1B–85–74", SET IN THE NORTHWEST CORNER OF A 15 FT. BY 4.5 CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE NORTHEASTERLY CORNER OF THE INTERSECTION OF BLOOMFIELD STREET AND KATELLA AVENUE, 33 FT. EASTERLY OF THE CENTERLINE OF BLOOMFIELD AND 120 FT. NORTHERLY OF THE CENTERLINE OF KATELLA. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

ELEVATION = 25.321 NAVD88

SURVEYOR:

DIAMONDBACK LAND SURVEYING
6140 BRENT THURMAN WAY
SUITE 230
LAS VEGAS, NEVADA 89148
(O) 702.823.DBLS (F) 702.933.9030
www.diamondbacklandsurveying.com

PROJECT ADDRESS:

HOLY CROSS LUTHERAN CHURCH
4321 W. CERRITOS AVENUE
CITY OF CYPRESS
ORANGE COUNTY, CALIFORNIA

OWNER:

HOLY CROSS LUTHERAN CHURCH OF LOS ALAMITOS
4321 W CERRITOS AVENUE
CYPRESS, CA 90630
C/O LES FRIEND, PRESIDENT
(714) 527–7225

STRUCTURE	RIM EL.	INVERT	PIPE SIZE & TYPE
(A)	–	28.20' (SW)	6" PVC DRAIN
(B)	28.80'	26.05' (NE–S)	CATCH BASIN, 6" PVC
(C)	28.60'	26.43' (N–S)	CATCH BASIN, 6" PVC
(D)	28.14'	21.44' (E–W)	SDMH, 36" RCP
(E)	29.21'	UNKNOWN	SS CO (STUCK)
(F)	29.76'	27.44'	SS CO, 8" CLAY
(G)	29.61'	26.06'	SS CO, 8" CLAY
(H)	28.96'	UNKNOWN	SS CO (STUCK)
(I)	29.66'	UNKNOWN	SS CO (STUCK)
(J)	27.64'	14.64' (W–N–E)	SSMH, 8" PVC

LEGEND:

- CENTERLINE
- SUBJECT PROPERTY
- RIGHT–OF–WAY LINE
- ADJOINING PROPERTY
- EASEMENT LINE
- BUILDING SETBACK LINE
- CONCRETE HATCH
- CONCRETE SIDEWALK
- CONCRETE CURB & GUTTER
- PARKING STRIPING
- CHAIN LINK FENCE
- WROUGHT IRON FENCE
- SCREEN WALL
- RETAINING WALL
- EDGE OF ASPHALT
- OVERHEAD ELECTRICAL
- UNDERGROUND ELECTRICAL
- NATURAL GAS LINE
- FIBER OPTIC LINE
- WATER LINE
- STORM DRAIN LINE
- SANITARY SEWER LINE
- BUILDING
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- UTILITY POLE
- UTILITY POLE W/TRANSFORMER
- GUY WIRE ANCHOR
- ELECTRICAL METER
- ELECTRICAL VAULT
- ELECTRICAL PULLBOX
- ELECTRICAL TRANSFORMER
- STREET LIGHT
- AREA LIGHT
- GROUND LIGHT
- NATURAL GAS METER ASSEMBLY
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN OUT
- WATER METER
- IRRIGATION CONTROL BOX
- FIRE HYDRANT
- WATER VALVE
- REDUCED PRESSURE PRINCIPAL ASSEMBLY
- STORM DRAIN MANHOLE
- CATCH BASIN
- SIGN
- BOLLARD POST
- GATE
- TREES
- HANDICAP PARKING
- CALCULATED POSITION (POINT NOT FOUND)

LAND AREA	
242–031–03	161,050.6± SQ. FT./3.70± AC.
242–041–38	33,778.8± SQ. FT./0.78± AC.
TOTAL AREA:	194,829.4± SQ. FT./4.48± AC.

BUILDING AREA
BUILDING 1: 7,855.0± SQ. FT.
BUILDING 2: 4,815.8± SQ. FT.
BUILDING 3: 4,246.0± SQ. FT.
BUILDING 4: 2,889.0± SQ. FT.
BUILDING 5: 6,834.5± SQ. FT.
BUILDING 6: 1,422.3± SQ. FT.

EASEMENTS INFORMATION:

(1) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
(AFFECTS ALL PARCELS, BLANKET IN NATURE)

(2) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA
PURPOSE: PIPELINE
RECORDING DATE: JANUARY 06, 1949
RECORDING NO: IN BOOK 1783, PAGE 314 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.
(AFFECTS ALL PARCELS, BLANKET IN NATURE)

(3) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE: POLE LINES AND CONDUITS
RECORDING NO: IN BOOK 6002, PAGE 360 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.
(AFFECTS PARCELS, PLOTTED HEREON)

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION
PURPOSE: POLE LINES AND CONDUITS
RECORDING NO: IN BOOK 8736, PAGE 220 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.
(DOES NOT AFFECT SUBJECT PARCEL(S), PLOTTED HEREON)

(5) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDING NO: IN BOOK 13794, PAGE 1284 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.
(AFFECTS PARCEL 1, PLOTTED HEREON)

(6) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE: PUBLIC UTILITIES
RECORDING NO: AS INSTRUMENT NO. 1986–280653 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.
(AFFECTS PARCELS, PLOTTED HEREON)

(9) MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: EASEMENT GENERAL
DATED: APRIL 24, 1990
EXECUTED BY: HOLY CROSS LUTHERAN CHURCH OF LOS ALAMITOS AND LONG BEACH KOREAN BAPTIST CHURCH, A CALIFORNIA CORPORATION
RECORDING DATE: JUNE 08, 1990
RECORDING NO: AS INSTRUMENT NO. 1990-305695 OFFICIAL RECORDS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(AFFECTS PARCELS, PLOTTED HEREON)

SURVEYOR'S CERTIFICATE:

TO: RED HOOK CAPITAL PARTNERS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS SUCCESSORS, ASSIGNS, AND LENDERS; AND COMMONWEALTH LAND TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 9, 11B, 13, 14, 16, 17, 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/30/2022.

DATE OF PRELIMINARY PLAT OR MAP: 12/2/2022

_____

TRENT J. KEENAN
LAND SURVEYOR
CALIFORNIA REG. NO. 8396

TOPOGRAPHIC SURVEY

FOR REFERENCE

SCALE: NOT TO SCALE

TENTATIVE PARCEL MAP TRACT NO. 2023-134

PROJECT ADDRESS	4321 W. CERRITOS AVENUE CYPRESS, CA 90630 APN: 242-031-03, 242-041-38

LAND SURVEYOR

_____
TRENT J. KEENAN, L.S. 8396

_____
DATE

CIVIL ENGINEER

VCA ENGINEERS INC
CIVIL • STRUCTURAL
1041 S Garfield Ave , Suite #210
Alhambra CA 91801
Tel. 323.729.6098 Fax. 323.729.6043

REGISTERED PROFESSIONAL ENGINEER No. RCE 36079 Exp. 6/30/24 CIVIL STATE OF CALIFORNIA

VIRGILIO C. AOANAN, RCE36079

06/02/2023
DATE

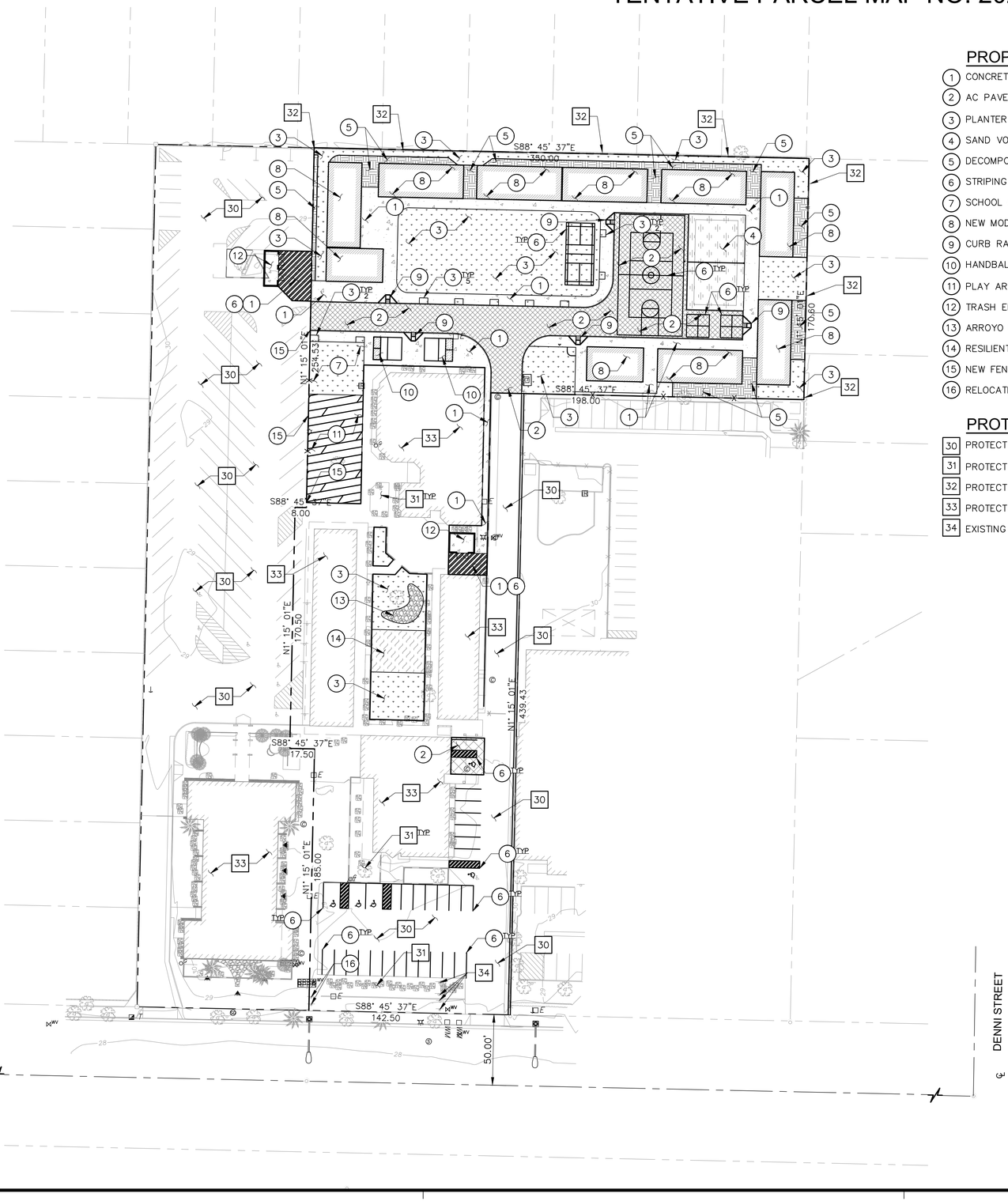
ISSUE:	
DATE:	06–02–2023
CHECKED:	MS DRAWN: MT
DRAWING FILE:	TTM1.DWG
PROJECT NO.:	2811
SHEET NUMBER:	1
OF	2 SHEETS
SCALE:	1" = 40'

Z:\VCA Projects 5\2650 to XXX\2811-422 Sycamore Creek Community Charter School\Drawings\Tentative Parcel Map\Sheets\TTM1.dwg, Jun 02, 2023 - 1:46pm

SYCAMORE CREEK COMMUNITY CHARTER SCHOOL

IN THE CITY OF CYPRESS, ORANGE COUNTY, STATE OF CALIFORNIA

TENTATIVE PARCEL MAP NO. 2023-134



PROPOSED IMPROVEMENTS:

1. CONCRETE PAVEMENT
2. AC PAVEMENT
3. PLANTER AREA / TURF
4. SAND VOLLEYBALL AREA
5. DECOMPOSED GRANITE OR WOOD CHIP MULCH
6. STRIPING
7. SCHOOL GARDEN
8. NEW MODULAR BUILDINGS
9. CURB RAMP
10. HANDBALL WALL + STEEL STORAGE BOX
11. PLAY AREA (WOOD CHIPS)
12. TRASH ENCLOSURES WITH CMU WALL
13. ARROYO RAIN GARDEN
14. RESILIENT SURFACE PLAY EQUIPMENT AREA
15. NEW FENCE AT PROPERTY LINE
16. RELOCATE EXISTING SIGN.

PROTECTED-IN-PLACE NOTES:

30. PROTECT EXISTING AC PAVEMENT
31. PROTECT EXISTING PLANTER AREA/TURF/TREE
32. PROTECT EXISTING WALL
33. PROTECT EXISTING BUILDING
34. EXISTING MONUMENT SIGN TO REMAIN, NEW GRAPHIC

LEGEND:

- AC PAVEMENT
- CONCRETE PAVEMENT
- PLANTER AREA/TURF
- MODULAR BUILDINGS
- SAND VOLLEYBALL AREA
- DECOMPOSED GRANITE
- RESILIENT SURFACE PLAY EQUIPMENT AREA
- ARROYO RAIN GARDEN
- CMU WALL
- PLAY AREA (WOOD CHIPS)

TITLE DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN "APPLICATION FOR LOT LINE ADJUSTMENT LL 80-1" RECORDED FEBRUARY 22, 1980 IN BOOK 13511, PAGE 201 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 242-031-03 AND APN: 242-041-38

BEING THE SAME PROPERTY AS SHOWN ON COMMONWEALTH LAND TITLE COMPANY ORDER NO. 09185816-918-GKD-CM8 HAVING AN EFFECTIVE DATE OF OCTOBER 11, 2022 AT 7:30 A.M.

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "SHADED X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.060217 0116 J (MAP NO. 06059C0116J), WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 3, 2009, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "SHADED X" DENOTES AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONING

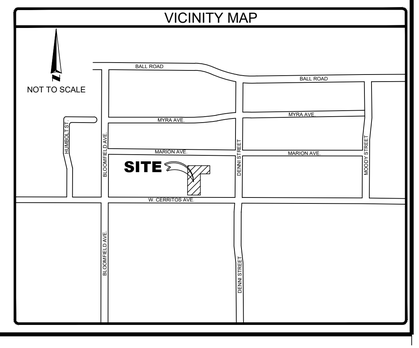
ZONING INFORMATION		
ITEM	REQUIRED	CONTACT: PARTNER ESI
ZONING DESIGNATION	RS 6000	REPORT DATE: 11/18/2022
MINIMUM LOT AREA (SQ. FT.)	6,000 S.F.	REPORT #: 22-384839.4
MINIMUM LOT DEPTH	100'	
MINIMUM LOT WIDTH	60'	
MAX IMPERVIOUS COVERAGE	40%	PARKING REQUIREMENTS:
MAX BUILDING HEIGHT	35'	
MINIMUM SETBACKS		1 SPACE FOR EACH EMPLOYEE ON THE LARGEST SHIFT, PLUS 1 SPACE FOR EVERY 10 CHILDREN FOR WHICH THE FACILITY IS LICENSED. = 6 (DAYCARE)
FRONT	20'	
SIDE	5' (E), 10' (W)	
REAR	10'	
BUILDING SEPERATION	10'	
LANDSCAPE SETBACK	25'	
NOTES:		

N

40 20 0 40 80

SCALE: 1"=40

VICINITY MAP



TENTATIVE PARCEL MAP TRACT NO. 2023-134

PROJECT ADDRESS	4321 W. CERRITOS AVENUE CYPRESS, CA 90630 APN: 242-031-03, 242-041-38

LAND SURVEYOR

TRENT J. KEENAN, L.S. 8396

DATE

CIVIL ENGINEER

VCA ENGINEERS INC
CIVIL • STRUCTURAL
1041 S Garfield Ave , Suite #210
Alhambra CA 91801
Tel. 323.729.6098 Fax. 323.729.6043

REGISTERED PROFESSIONAL ENGINEER — No. RCE36079 — Exp. 6/30/24 — CIVIL — STATE OF CALIFORNIA

VIRGILIO C. AOANAN, RCE36079

06/02/2023
DATE

ISSUE:	
DATE: 06-02-2023	
CHECKED: MS DRAWN: MT	
DRAWING FILE: TTM2.DWG	
PROJECT NO.: 2811	
SHEET NUMBER:	2
OF 2 SHEETS	
SCALE: 1" = 40'	

Z:\VCA Projects 5\2650 to XXX\2811-422_Sycamore Creek Community Charter School\Drawings\Tentative Parcel Map\Sheets\TTM2.dwg, Jun 02, 2023 - 1:46pm

CYPRESS
Chamber of Commerce

June 17, 2024

Mayor and Cypress City Council
City of Cypress
5275 Orange Ave
Cypress, CA 90630

Dear Honorable Mayor and City Council:

The Cypress Chamber of Commerce is writing to express our support for Sycamore Creek Community Charter School on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. We think the school will bring significant business to the city of Cypress. We also believe the school will be a great offering for Cypress parents to send their children to, and we believe that Sycamore Creek will be great neighbors in the community.

Numerous families in the city of Cypress will be interested in sending their kids to Sycamore Creek, not to mention there will be many families who live outside of Cypress who will be extremely interested in sending their children to Sycamore Creek, thus bringing in new potential business for the surrounding businesses in Cypress. The businesses on Cerritos Ave—including John's Place, Hermanos Barber Shop, and Franco's Italian—will benefit immensely from the inflow of parents and kids coming to Sycamore Creek. We also believe that the new Trader Joe's will see great windfalls from this new school, and in the future Sycamore Creek could attract new Cypress residents due to families wanting to move to the city to be closer to the school.

In addition, the Holy Cross Church as it sits right now does not have a lot of foot traffic or usage during the week. The co-habitation of Sycamore Creek with Holy Cross Lutheran Church will add life and business to Holy Cross Church and their great facility on Cerritos Ave—a main thoroughfare for our great city. We believe this will add life and monetary benefit for Holy Cross and in turn it will benefit other businesses in the city of Cypress.

The Cypress Chamber of Commerce is fully supportive of Sycamore Creek Community Charter School and we trust it will bring great business to the city of Cypress.

Sincerely,

Mariellen Yarc, Chair Cypress Chamber of Commerce

Cypress Chamber of Commerce c/o Cypress College, Bus. Bldg 9, Suite 101, Cypress, CA 90630
714 484-6015 -- execadmin@cypresschamber.org

From: H2
To: Cypress Administration; City Clerk
Subject: Support for Sycamore Creek Charter School"s New Location @ Holy Cross Lutheran Church
Date: Monday, June 17, 2024 3:55:42 PM

Dear Cypress City Council Members,

I am writing to express my support for Sycamore Creek Community Charter School's proposal to build a new location adjacent to Holy Cross Lutheran Church. As a Cypress resident since 1998, I have witnessed the growth and development of our community over the years, and I believe that Sycamore Creek Community Charter School would be a valuable addition. The church's property is an ideal location for the school, providing ample space and a safe environment for students to learn and grow. Moreover, the values and educational philosophy of Sycamore Creek align well with the community-centric spirit of Cypress.

I also want to highlight that Holy Cross Lutheran Church previously operated an elementary school on its premises, and I am accustomed to the presence of a school in this area. The traffic generated by the former school was never a concern for the neighborhood, and I do not anticipate any issues with traffic congestion from the new charter school. The church's location is well-suited to handle the flow of students and parents, and I am confident that the community will benefit from the educational opportunities and positive impact Sycamore Creek Community Charter School will bring. I urge you to approve their proposal and support this worthwhile initiative for the future of our children and our community.

Sincerely,
Howard Hom
Cypress Resident since 1998

From: City Clerk
To: Alicia Velasco
Subject: FW: Sycamore Creek Charter school, 4321 cerritos Ave - letter of support
Date: Tuesday, June 18, 2024 5:29:27 PM

From: Lisa <lvanmarel@aol.com>
Sent: Monday, June 17, 2024 4:42 PM
To: adm@cypress.org; City Clerk <cityclerk@cypressca.org>
Subject: Sycamore Creek Charter school, 4321 cerritos Ave - letter of support

Dear Cypress City Council Members,

We live on Santa Clara Street (behind Holy Cross Church). We are writing to express our support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property. Our children attended Holy Cross Lutheran Elementary school and it was a wonderful experience and we believe that another school option is a positive addition to our community.

When the Lutheran Church operated a school, it was a beautiful having children talking and playing on the playgrounds behind our homes. We are used to school traffic during the academic year with Los Alamitos High School, McAuliffe Middle School, and Los Alamitos Elementary School in very close proximity. We don't anticipate any negative issues from the proposed Waldorf school and welcome this school with open arms. The investment being made by Sycamore Creek into the property is great for the neighborhood and the adjacent properties.

We greatly appreciate the Holy Cross Lutheran Church's decision to select Sycamore Creek to sell the property to as we understand the options the church had and the potential problems for our neighborhood. The church was and is very attentive to the desires of the residents. As we grow in age it is our hope that one of our children can raise their family in our home and would be thrilled for our grandchildren to have the opportunity to walk and attend the Waldorf school just down the street from our home (just as our children did). Our family and the residents are very pleased that the church will continue to be a part of our community with this proposal.

It is our hope that the City will approve this project as proposed by Sycamore Creek.

Sincerely,

Robert and Lisa Van Marel

From: Alisha Farnell
To: Alicia Velasco
Subject: FW: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Tuesday, June 18, 2024 5:27:13 PM

-----Original Message-----
From: Elizabeth Anne <elizabeth.asc@gmail.com>
Sent: Tuesday, June 18, 2024 12:21 AM
To: City Clerk <cityclerk@cypressca.org>; Cypress Administration <adm@cypressca.org>
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support

Dear CypressCityCouncilMembers,

I am writing to you in my full support of sycamore creek charter school. As parents who live in seal beach and could send our children to schools within the Los alamitos school district, we love the option of having our children attend Sycamore Creek. This school is unique and a beautiful gift to the community and your community will be lucky to have them.

We are eager to have them in the Cypress area where we will be able to easily support your growing business district like Costco, Trader Joe's and more.

Thank you for considering this.

Elizabeth Clark
Mom of 3,m

From: jacdevo@ca.rr.com
To: City Clerk; Cypress Administration
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave. - Letter of Support
Date: Thursday, June 20, 2024 10:32:14 AM

Dear Mayor Minikus, Mayor Pro Tem Peat, Council Members Burke, Mallari, and Marquez,

We are writing in support of the Waldorf school, Sycamore Creek, that is proposed for the Holy Cross Lutheran church property at 4321 Cerritos Ave. My wife and I have resided in Cypress since 1997 and have attended church services at Holy Cross Lutheran since 2002. We were deeply saddened when our church needed to close our school in 2008 because of financial concerns. Our church has been a longtime fixture in Cypress dating back to the 1960s. Recently, when Holy Cross decided to sell a portion of the property, we were extremely pleased to receive an offer from a charter school, i.e.. Sycamore for two reasons. First, because it brings a school back onto our campus, and secondly, we believe that community neighbors would be very receptive to this use of the property.

Therefore, it is with great excitement that we encourage that you approve for zoning for the Sycamore Creek school. We have had numerous meetings with the school administrators and are confident that they with be a wonderful addition to our city. We thank each of you for your continued outstanding service to the city of Cypress. I look forward to attending the Council meeting on June 24th. Feel free to contact me at 714-222-4510 if you need any clarification regarding this message. God bless each of you.

Sincerely,
David F. Cole and Julie A. Cole
10657 Thomas Circle
Cypress, CA 90630

From: Jocelin Carmona
To: City Clerk; Cypress Administration
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Thursday, June 20, 2024 10:56:31 AM

Dear Members of the Cypress City Council,

My name is Jocelin Carmona a proud mother of two beautiful children. As a mother who has always been vested in her children's education, I am writing to express our family's support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property in Cypress. Our children have recently become a part of the Sycamore Creek family and we couldn't be more grateful for having found this wonderful school. As a parent, finding the right school for your children is like finding the right shoes for your feet! We all know that going on a long journey with the wrong shoes is painful and can really hinder you from enjoying the experience. The right shoes help you navigate through any type of terrain you may encounter along the way. They make your journey easy and enjoyable and help get you to your destination.

I am a firm believer that the public school system is not a "one size fits all" just as shoes are not a "one size fits all". Before coming to Sycamore, we tried on a few pairs of "shoes". Our children attended both public and private schools- both great in their own ways- but just not a good fit for them. I could tell my children were uncomfortable and unhappy in the shoes they were wearing and that it was going to be a long and weary journey for all of us if we continued that way.

Wouldn't you agree that education needs to be a wonderful experience for our children- something they enjoy and are proud of. Upon coming to Sycamore I once again see the twinkle in my children's eyes. I see the desire to learn and to grow. I see them proud to be a part of this beautiful family where they are accepted, nurtured, encouraged, developed from the inside out and loved unconditionally. As their mother, I am proud to say I have found the right shoes for them and feel very confident that their educational journey from now on will be delightful and enjoyable and will take them very far in life. It will help them become people of good and people who have something beautiful to offer the world around them.

We hope that the city will approve this project. It would be wonderful for our school to have its own campus with each class having their own room and rooms for the wonderful extra curricular programs such as choir, instrumental music and handwork. We would love our Sycamore family to have a place to call home.

Thank you for your time and consideration!

Sincerely,

Jocelin Carmona
714-423-8168

From: Asma Wahab
To: City Clerk; ANDadm@cypressca.org
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave-Letter of Support
Date: Saturday, June 22, 2024 11:03:14 PM

Dear Cypress City Council Members,

We fully support the Waldorf school proposed by Sycamore Creek on the Holy Cross Lutheran Church property. Sycamore Creek has engaged extensively with residents, providing detailed information and addressing our concerns promptly.

I believe the Waldorf school will complement existing educational options without causing traffic issues, given our proximity to other schools.

The investment by Sycamore Creek in the property will benefit the neighborhood, and we appreciate Holy Cross Lutheran Church's thoughtful decision to select Sycamore Creek as the buyer. This partnership is welcomed by the community, ensuring the church remains a valued part of the neighborhood.

We urge the City to approve Sycamore Creek's proposal for the benefit of our community.

Best regards,

--
Asma Wahab, *Owner*
Civilian Publishing
714.594.9365
www.civilianpublishing.com

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From: Trissy
To: City Clerk; Cypress Administration
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Sunday, June 23, 2024 1:48:58 AM

Greetings!

I am writing to express my support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property.

I know that Cypress school district has many great schools offered but I also firmly believe in the value of choice. We are so grateful that Holy Cross Lutheran along with the continued support of the residents of the adjacent neighborhood chose Sycamore Creek Community Charter to buy the property.
The investment being made by Sycamore Creek into the property is great for the neighborhood and the adjacent properties. They are responsive and informative in presenting information regarding their academic program and operations. I can only see a positive impact in the community.

We greatly appreciate the Holy Cross Lutheran Church's decision to select Sycamore Creek to sell the property to as the residents are very aware of the options the church had. The church was very attentive to the desires of the residents. The school also represents an excellent partner for the church. The residents are very pleased that the church will continue to be a part of our community with this proposal.
It is our hope that the City will approve this project as proposed by Sycamore Creek.

Sincerely,
Patricia McGowan

Sent from my iPhone

From: Marj Lightle
To: Cypress Administration; City Clerk
Subject: Sycamore Creek School Public Hearing, Agenda #19, June 24, 2024
Date: Sunday, June 23, 2024 12:17:55 PM

We have been residents of Cypress since 1970 and are writing to you simply to express our support for Sycamore Creek Community Charter School in Cypress.
Thank you for your concern.
Marj and John Lightle
10457 Santa Clara St.
Cypress CA 90630

From: Peter Westenhofer
To: City Clerk
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Sunday, June 23, 2024 3:45:31 PM

To Whom It May Concern:

My name is Peter Westenhofer and I humbly request your support for the Conditional Use Permit related to the Sycamore Creek Community Charter School (4321 Cerritos Avenue).

Our daughter Billie has attended Sycamore Creek for the last two years and we have found their management of resources, attentiveness to parent concerns, and focus on student outcomes to be exemplary.

We are excited by the opportunities at this new property in Cypress and request your support to approve the project as submitted.

With sincere gratitude and thanks,
Peter

Peter Westenhofer
pwestenhofer@gmail.com

From: Pam Gartner
To: City Clerk
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Sunday, June 23, 2024 4:21:35 PM

To the Cypress City Council Members,

I am writing to express my support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property. My children have attended Sycamore Creek for the past 3 years and we have grown very attached to this small community. My family resides in nearby Long Beach and we would love for the school to be in Cypress where I know we will frequent the local businesses (just as I have at the school's current location in Huntington Beach).

We sincerely hope that the city of Cypress will approve the school.

Thank you,

Pam Serna

From:	Rosalinda Velasco
To:	Cypress Administration; City Clerk
Cc:	George Pardon
Subject:	June 24, 2024 City Council Meeting - Letter Supporting Sycamore Creek Community Charter School
Date:	Sunday, June 23, 2024 5:16:16 PM
Attachments:	Velascos Ltr Cypress City Council Ltr Support of Sycamore Creek Charter School f.docx

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Dear City of Cypress City Council Members,

Please accept the enclosed letter in support of Sycamore Creek Community Charter School agenda item. Please ensure it is read by all Cypress City Council Members.

With kind regards,

Rosalinda and Daniel Velasco

Daniel & Rosalinda Velasco
10408 Santa Clara Street
Cypress, CA 90630

June 22, 2024

Cypress City Council Members
Cypress, CA
c/o
adm@cypressca.org
Cityclerk@cypressca.org

RE: Support of Sycamore Creek Community Charter School

Dear Cypress City Council Members:

As thirty (30) year residents of Cypress, CA, we are writing this letter in support of Sycamore Creek Community Charter School and urge all City Council members to vote in favor of approving Sycamore Creek Community Charter School to purchase Holy Cross Lutheran School property to build their school and offer educational options to Cypress and Los Alamitos residents.

Our family lives at the end of the cud-de-sac on Santa Clara Street, opposite of Holy Cross Lutheran School property. When our children were pre-school age, they benefited from attending Holy Cross Preschool, which was close in proximity to our home and also provided them a wonderful educational head start. As a direct neighbor of Holy Cross Lutheran School, we experienced the sounds of children gathering on the playground, playing, and were invited to form a part of the school's community. On the weekends, aside from Holy Cross Church Services, the property was closed and we never experienced any issues with Holy Cross as our neighbors. Holy Cross was a caring and supportive neighbor, always considering Santa Clara residents as an extension of its community. Over the past 1.5 years, our family and all Santa Clara neighbors, have had opportunities to meet Administration of Sycamore Creek Community Charter School Administration, understand their plans, and enable us to voice our thoughts and express our expectations of having their school as our neighbors and members of its community.

As current and former educators, we understand the importance of having options for children so they do not slip through the cracks of our public-school system. Classrooms are overflowing and teachers are doing the best that they can in a system that is overwhelmed and plagued with external social media influences. While we understand the City of Cypress may be seeking to cram residential dwellings on the sacred Holy Cross property, we strongly believe that Sycamore Creek Community Charter School is the best option, it would give children who are struggling in the traditional public school system a chance to flourish and learn in the environment that best meets their needs, as was our experience with Holy Cross Lutheran School.

In the best interest of our family and all residents of Santa Clara Street, we strongly implore Cypress City Council Members to unanimously vote to approve Sycamore Creek Community Charter School's purchase of former Holy Cross Lutheran School property.

Warm regards,

Daniel and Rosalinda Velasco

Daniel and Rosalinda Velasco

From:	Angie Hendrix
Subject:	Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date:	Sunday, June 23, 2024 9:26:41 PM

Hello Cypress City Council Members,

We are writing to express our support for the Waldorf school being proposed by Sycamore
Creek on the Holy Cross Lutheran Church property. It is our hope that the City will approve this project as proposed by Sycamore Creek.

We are parents of a 10 year old currently attending Sycamore. We have been involved in Waldorf education since our daughter was 18 months old. The education has been wonderful for our family, and has allowed us to meet and bond with an incredible community of families, teachers, and staff. The education has been an exceptional fit for our family.

By voting to allow Sycamore Creek into the Holy Cross Lutheran Church property, you will not only allow an incredible school to grow and thrive, you will be instrumental in fostering community and bringing more families to the Cypress area. The school will generate business impact for the neighborhood and the adjacent properties. Families will seek out Waldorf education for their children and seek enrollment into Sycamore Creek; subsequently they will invest in the Cypress community, nearby businesses, and will likely seek housing in or around Cypress.

We also greatly appreciate the Holy Cross Lutheran Church's desire to select Sycamore
Creek to sell the property to, as the residents are very aware of the options the church
had. The school also represents an excellent partner for the church. The residents are very pleased that the church will continue to be a part of our community with this proposal, and the partnership of the school and church will be another excellent model for Cypress.

Sycamore Creek will be a terrific addition to the Cypress community.
We look forward to your support on Monday evening.

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Thank you,
Angie, Jo & Justice Hendrix

From: Hiromi Parks
To: City Clerk; Cypress Administration
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave - Letter of Support
Date: Monday, June 24, 2024 8:08:16 AM
Attachments: Sycamore Creek - Letter of Support .pdf

Good morning,

Please see attached support letter for the Sycamore Creek Community Charter School project that will be discussed at the City Council meeting tonight.

Thank you,
Hiromi Parks

Sent via Email
Cypress City Council
Cityclerk@cypressca.org
adm@cypressca.org

June 24, 2024

Dear Cypress City Council Members:

I am writing to express my support and urge that the City Council approve Sycamore Creek Community Charter School's request for conditional use permit in order to operate on the Holy Cross Lutheran Church property, located at 4321 Cerritos, Cypress.

I am a parent of a current kindergartener attending Sycamore Creek, and I have seen tremendous benefit to the growth and development of my daughter through the Waldorf education implemented at Sycamore Creek. My daughter was so excited about her school and learning that she was very eager to go to school every day, all year long. This is the kind of educational experience that Sycamore Creek has provided to my daughter.

While we are very fortunate to have very good schools in the surrounding areas, I believe another school option, such as Sycamore Creek that offers distinctly different type of educational experience to students, would be a positive addition to the community and would attract families who are passionate and engaged in their children's education. When the future site of Sycamore Creek is confirmed, we are planning on buying a house nearby the school. I am aware that there are other Sycamore Creek families with similar plans as ours. Sycamore Creek will sure to bring in engaged families and positively impact the community in Cypress.

It is my hope that the City will approve this project as proposed by Sycamore Creek.

Thank you,



Hiromi Parks, Esq.

2599 Walnut Avenue, #204
Signal Hill, CA 90755
T: 949-510-9589

From: jessica gronvold
To: City Clerk; Cypress Administration
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 8:13:30 AM

I am writing to express my support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property.

We greatly appreciate the Holy Cross Lutheran Church's decision to select Sycamore Creek to sell the property to.

It is my hope that the City will approve this project as proposed by Sycamore Creek and my child will be able to attend this school closer to our home in Long Beach. It will be a great addition for all the neighboring communities and a great partner for the church.

Sincerely,
Jessica Gronvold

From: Ashlyn Beardsley
To: City Clerk; adm@cypress.org
Subject: Sycamore Creek Charter School, 4321 Cerritos Ave - Letter of Support
Date: Monday, June 24, 2024 10:05:06 AM

Dear Cypress City Counsel Members,

I am writing to express my support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property. I am a mother of three children at Sycamore Creek. Having been a credentialed teacher longer than I've been a mother, I feel like I can both relate to and understand a crucial transition of this kind. While it could certainly have some impact for the neighborhood, I can only anticipate this as a positive change. The warmth, kindness, and child-centered curriculum that Sycamore Creek offers its students has attracted a diverse and thriving community around this school that is quite unique and special. This is a high value, low impact benefit for both Sycamore Creek and Cypress communities.

It is our sincere hope that the city will approve this project as proposed by Sycamore Creek.

Sincerely,

Ashlyn Fowles

Fountain Valley, CA

From: Lisa Nakhjiri
To: Cypress Administration; City Clerk
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 10:24:10 AM
Attachments: Letter of Support.docx

Hello, please see attached Letter of Support

Thanks so much,
Lisa

6/24/24

Dear Cypress City Council Members,

My name is Lisa Nakhjiri and I am writing to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. I believe that the school would be a great addition to the Cypress community.

It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School, as it will allow the students and faculty of SCCS to have a larger and more enriching campus to learn and thrive overall.

Thank you for your support,

Lisa Nakhjiri (Mother of two SCCS students)

From:	Tanya Comerford
To:	City Clerk; Cypress Administration
Cc:	Chasearthur@casalagroupinc.com
Subject:	Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date:	Monday, June 24, 2024 10:53:08 AM

Dear Cypress City Council Members,

My name is Tanya Comerford and I am writing to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. I believe that the school would be a great addition to the Cypress community.

SCCCS has been a godsend to our family. I currently drive two hours every day of the week so that my daughter can receive a public Waldorf education. Our commute would decrease to ten minutes.

This school has provided my daughter with an extended family, emotional stability, love, care and access to the arts, language, handwork and excellent academic instruction.

Our goal is for our daughter to develop a life long love of learning verses just passing a test. The idea that a teacher stays with you through the grades is invaluable. To have someone truly know your child, someone who recognizes their gifts and challenges and can see them through the different stages of their development is priceless.

This piece became even more evident when my husband's health started to decline and could no longer provide financial support or participate regularly in our family or social life. My daughter's emotional needs have become paramount as we navigate a father who has become disabled.

Currently, she has a teacher that she loves and respects, and a class family that will loop with her through the grades. This sound support is helping my child and family thrive under unforseen and very difficult circumstances. She has been happy to go to school every day since day one. This is huge. We feel held as a family through its traditions and community support and hope we can continue here in Cypress I know I am speaking for my family, I also know that I am not alone. A Waldorf education should be accessible to all who would benefit.

It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Warmly,

Tanya Comerford

From: Joanne Howe
To: City Clerk; Cypress Administration
Cc: Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Charter School
Date: Monday, June 24, 2024 11:14:57 AM

Dear Cypress City Council Members,

My name is Joanne Howe and I am writing to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. I believe that the school would be a great addition to the Cypress community.

It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Best,

Joanne Howe

From:	Chase Arthur
To:	City Clerk; Cypress Administration
Cc:	ian.fowles@gmail.com
Subject:	Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letters of Support
Date:	Monday, June 24, 2024 11:19:48 AM
Attachments:	Sycamore Creek Support Letter - Ian Fowles.pdf City Council Letter of Support - Sycamore Creek - Ashlyn Fowles.pdf

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Hi,

Please see attached for two (2) letters of support for tonight's (6/24/24) City Council meeting pertaining to Sycamore Creek Community Charter School project at 4321 Cerritos Ave.

Please let me know if there are any issues with the documents or if you need anything else to facilitate these letters getting to the Council Members.

Thank you,
--

Chase Arthur
Casala Group, Inc.
Chasearthur@casalagroupinc.com
714.788.3390 | Casalagroupinc.com

June 24, 2024

Dear Cypress City Counsel Members,

I am writing to express my support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property. I am a mother of three children at Sycamore Creek. Having been a credentialed teacher longer than I've been a mother, I feel like I can both relate to and understand a crucial transition of this kind. While it could certainly have some impact for the neighborhood, I can only anticipate this as a positive change. The warmth, kindness, and child-centered curriculum that Sycamore Creek offers its students has attracted a diverse and thriving community around this school that is quite unique and special. This is a high value, low impact benefit for both Sycamore Creek and Cypress communities.

It is our sincere hope that the city will approve this project as proposed by Sycamore Creek.

Sincerely,

Ashlyn Fowles

Fountain Valley, CA

June 24, 2024

Dear Cypress City Counsel Members,

I am writing to express my support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property. My wife and I (who are both educators ourselves) moved two of our three children over to Sycamore Creek a year ago and our third child will be entering kindergarten there in the fall. We have been incredibly pleased with the positive results in them since attending Sycamore Creek. Our oldest child (who just finished 2nd grade) has especially thrived in the Waldorf environment and pedagogy. I can only anticipate accelerated learning and personal growth in the whole student body at this new location, as it will be a marked upgrade in facilities.

It is our sincere hope that the City will approve this project as proposed by Sycamore Creek.

Sincerely,

Ian Fowles

Fountain Valley, CA

From: zack kinon
To: City Clerk; Cypress Administration
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 11:24:03 AM

I am writing to express my support for the Waldorf school being proposed by Sycamore Creek on the Holy Cross Lutheran Church property.

We greatly appreciate the Holy Cross Lutheran Church's decision to select Sycamore Creek to sell the property to.

It is my hope that the City will approve this project as proposed by Sycamore Creek and my child will be able to attend this school closer to our home in Long Beach. It will be a great addition for all the neighboring communities and a great partner for the church.

Sincerely,

Zack Kinon

From: Brolin Howe
To: City Clerk; Cypress Administration; Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Charter School
Date: Monday, June 24, 2024 11:25:43 AM

Cypress City Council Members,

I appreciate your time. Just a quick note to let you know how amazing Sycamore Creek Charter school is exceptional. Our children Vivienne (7) and Montgomery (6) have been students for the last year. The care with which they handle the children has been astounding, not to mention the programs. Vivienne is counting to 100 in mandarin and is proficient in all sorts of knitting and handwork and her math skills are off the chart. Montgomery, on his way into 1st grade, is showing lots of 'gifted' potential, but more importantly, he is becoming an empathetic and caring young boy.

All this to say, it would be amazing if the school was allowed to move to the Holy Cross Lutheran Church property at 4321 Cerritos Ave. Cypress is such a wonderful city and it would be a much needed upgrade from Huntington Beach.

Again, thank you for your time,

Brolin Howe
Television Editor

From: Ana Cuk
To: Cypress Administration; City Clerk
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 11:34:00 AM

Monday June 24th, 2024

Dear Cypress City Council Members,
As a parent of two students at Sycamore Creek Community Charter School for the last four years and Chief Executive Officer of the Parent/ Guardian Support Organization, I am writing in support of our professional educators and school administration.

I am in strong favor of Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave.

Our family was fortunate to find Sycamore Creek Community Charter School (SCCCS) during the Covid-19 pandemic while our children attended a local private school. We are incredibly blessed to have a Waldorf School public option, such as SCCCS. The world around us is evolving with unforeseen speed and each choice we make has incredible gravity. Both of my children are coming home with new and improved skills, are happy, learning, thriving and love going to school! They are eager to participate in the Sycamore initiated volunteer opportunities in our community and find ways to make our environment and world a better place. That is a testament to the wonderful things happening within the walls of this growing campus as well as the passion of the community that has been built in the last 5 years at Sycamore Creek.

Coming from a family of college graduates and educators, academics were emphasized, grades mattered and expectations were high in my household. At university, I studied marketing and graduated with a BFA in Architectural Design from Cal State Long Beach, degrees I'm proud to still utilize today. For the past 21 years I have worked on residential as well as commercial construction projects from small residential property additions to being a part of the architect of record team for the Museum of Latin American Art in Long Beach to large brand rollouts with the likes of: Qdoba, Jollibee and McDonald's I work on today.

From the students, to their parents, to the school staff, this unique school with an art-integrated curriculum deserves an opportunity to grow and blossom. It is my sincere hope that the City Council will approve this project as proposed by Sycamore Creek Community Charter School. I know community engagement is encouraged; would you please include a copy of my letter in the minutes of your upcoming meeting.

Warm regards,
Ana Cuk

From: Deb Johnston
To: City Clerk; Cypress Administration
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 11:52:42 AM

Dear Cypress City Council Members,

My name is Deb Johnston and I am writing to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. The school would be a great addition to the Cypress community.

We hope that the City will approve this project as proposed by Sycamore Creek Community Charter School, while I am not currently a Cypress resident, I know the benefit Sycamore Creek has brought to my city of Huntington Beach.

Community events have brought people together and the school has provided a nurturing and supportive environment for my daughter Caitlin.

Thank you for your consideration in this matter.

Sincerely,

Deb Johnston

Deb Johnston, Co-Founder
+1.808.428.6658 cell deb.johnston@tonicdm.com
calendly.com/deb-johnston

Tonic DM
530 S Hewitt Street Suite 230, Los Angeles, CA 90013, USA
www.tonicdm.com +1.213.631.4414

Attachments area

From: jocelyn keo
To: City Clerk; Cypress Administration
Subject: Letter
Date: Monday, June 24, 2024 11:55:28 AM

Dear Cypress City Council Members,

My name is Jocelyn Keo and I am writing to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. I believe that the school would be a great addition to the Cypress community.

It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Best regards,
Jocelyn Keo

From:	Jackie Boland
To:	City Clerk; adm@cyrpressca.org
Cc:	chasearthur@casalagroupinc.com
Subject:	Sycamore Creek Community Charter School - 4321 Cerritos Ave - Letter of Support
Date:	Monday, June 24, 2024 12:33:44 PM

Dear Cypress City Council Members,

Thank you for taking the time to read my letter. My name is Jackie Boland. My wife is a teacher of 5th Grade and our son Jack will be going into Kindergarten. Both at Sycamore Creek. I am writing to let you know I fully support the school going to Holy Cross Lutheran Church. It's a wonderful school and it would be incredible for all to have our school in Cypress. Our son Jack had a great time in his first year (TK) and is looking forward to growing through the years at Sycamore Creek. Thanks so much for your time and attention. We sincerely appreciate it.

-The Boland Family

Sent from my iPhone

From: Jason and Tricia
To: City Clerk; Cypress Administration
Cc: Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 12:34:14 PM

Dear Cypress City Council Members,

My name is Tricia Pyle and I am writing to express my support for Sycamore Creek Community Charter School (SCCCS) going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave.

I currently have 3 children attending SCCCS and one that graduated 8th grade during the 22-23 school year. Now a sophomore in H.S., she has moved on and is taking honors classes as well as maintaining a 4.0 gpa. I truly believe that SCCCS would be a great addition to the Cypress community.

Our family has prior commitments this evening or we would be there in person to support our beloved school. It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Best,
Tricia Pyle and family (Jason, Jazzmin, Ryan, Abbigail and Christopher)

From: Kimberly Telfer-Radzat
To: Cypress Administration; City Clerk
Cc: Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 12:37:56 PM

Dear Cypress City Council Members,

My name is Dr. Kimberly Telfer-Radzat and I am writing to express my support for Sycamore Creek Community Charter School establishing itself at the site of the Holy Cross Luthern Church property at 4321 Cerritos Ave. Through only word of mouth, the school has outgrown its current site and needs a forever home so that it can continue to serve the families of Orange County who cannot afford a private Waldorf school education.

It will be a great addition to the Cypress community, and I hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Sincerely,

Dr. Telfer-Radzat

Kimberly Telfer-Radzat, Ph.D. & Educational Therapist
Principal & Lead Teacher, Sycamore Creek Community Charter School
kimberly.telfer-radzat@sycamorecreekcharter.org

From:	Amber Mccanna
To:	City Clerk; Cypress Administration
Cc:	chasearthur@casalagroupinc.com
Subject:	Sycamore Creek Community Charter School
Date:	Monday, June 24, 2024 12:44:44 PM

Hello Cypress City Council,

I'll keep this short, I know you've already received numerous communications re Sycamore Creek. What I love about this school's philosophy is that it's so different than what we have with every other school in our community. Every adult I've met that went to a Waldorf school is so confident and creative in problem solving and life changing decisions. They approach the world differently. I want this for my child.

It's a small school and you've seen the strong support for Sycamore to be a part of our community.

This email is to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave.

I believe that the school would be a great addition to the Cypress community.

It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Thank you for your consideration!

Amber Cook for Adeline Lynn Cook

From:	Mark Scott
To:	City Clerk
Cc:	Cypress Administration
Subject:	Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date:	Monday, June 24, 2024 12:57:47 PM

Dear Cypress City Council Members,

My name is Mark Scott and I am writing to appeal for your support of the Sycamore Creek Community Charter School on the site of Holy Cross Lutheran Church property at 4321 Cerritos Ave. I believe that the school would be an incredible asset to the Cypress community, Holy Cross Lutheran Church, and a viable option for many children and families of adjacent communities.

I hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Sincerely,

Mark K. Scott

From: Stephen Wolcott
To: City Clerk; Cypress Administration
Cc: Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 1:23:46 PM

Dear Cypress City Council Members,

My name is Stephen R. Wolcott and I am writing to express my support for Sycamore Creek Community Charter School going into the Holy Cross Lutheran Church property at 4321 Cerritos Ave. I believe that the school would be a great addition to the Cypress community.

As a teacher for over 8 years, and parent of two children who were taught at Waldorf schools in Los Angeles, I've seen the value of this education and witnessed a growing number of diverse families from a wide range of communities who have come to Sycamore Creek to seek out its unique curriculum.

It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Sincerely,

Stephen R. Wolcott

From: Rae Hower
To: Cypress Administration; City Clerk
Cc: Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 1:43:06 PM

Dear Cypress City Council Members,

My name is Rachel Hower and I am writing to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave.

Two of my children attended Sycamore Creek this year, and it was a fantastic experience for them! The administration, teachers and staff are wonderful people, and the families who attend are kind, giving, community-oriented people who would be a positive presence in this location.

I believe that the school would be a great addition to the Cypress community.
It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School.

Sincerely,

Rachel Hower
301-807-7901

From:	Magdalena Kosinska-Klaehn
To:	City Clerk; Cypress Administration
Cc:	Chasearthur@casalagroupinc.com
Subject:	Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date:	Monday, June 24, 2024 1:58:48 PM

Dear Cypress City Council Members,

My name is Dr. Magdalena Kosinska-Klaehn and I am writing to express my support for Sycamore Creek Community Charter School going on the Holy Cross Lutheran Church property at 4321
Cerritos Ave. I believe that the school would be a great addition to the Cypress community. Waldorf education offers a holistic approach that prioritizes the development of not just academic skills but also creativity, emotional intelligence, and social skills. By integrating arts such as music, painting, and drama into the curriculum, Sycamore Creek Community Charter School fosters a deep appreciation for creativity and self-expression in students. The emphasis on experiential learning and hands-on activities encourages active engagement and a deeper understanding of subjects. Additionally, education at SCCCS promotes a balanced development by addressing the physical, emotional, and spiritual aspects of a child's growth alongside their intellectual development. I am grateful that this kind of education is offered by Sycamore Creek Community Charter School and it is available for children at no cost. I have been part of the school since the moment it opened and I can observe how my children are thriving and have so much joy at school.
I hope that the City will approve this project as proposed by Sycamore Creek Community Charter School."

Sincerely Yours,
Dr. Magdalena Kosinska-Klaehn

From: Amber H
To: City Clerk; Cypress Administration
Cc: Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 2:05:09 PM

Dear Cypress City Council Members,

My name is Amber Huu and I am writing to you to express our support for Sycamore Creek Community Charter School on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. I believe that the school would be a great addition to the Cypress community. It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School. My child has thrived at this school and I know it will be an asset to the community.

Thank you,
Amber Huu

From: Nick Zegel
To: Cypress Administration; City Clerk
Cc: Chasearthur@casalagroupinc.com
Subject: Sycamore Creek Community Charter School, 4321 Cerritos Ave – Letter of Support
Date: Monday, June 24, 2024 2:27:58 PM

Dear Cypress City Council Members,
My name is Nicholas Zegel and I am writing to express my support for Sycamore Creek Community Charter School going in on the Holy Cross Lutheran Church property at 4321 Cerritos Ave. I've had first hand experience with the school and the students and I believe that the school would be a great addition to the Cypress community. It is our hope that the City will approve this project as proposed by Sycamore Creek Community Charter School. Thank you for the consideration.

Sincerely,
Nicholas Zegel
490 Almond Ave, Long Beach, CA 90802

NOTICE OF EXEMPTION

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

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

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

Filing Fee Exempt per Govt. Code Section 6103

Project Title Conditional Use Permit No. 2024-01; Amendment to Conditional Use Permit No. 86-11; and Tentative Parcel Map No. 2023-134 (AKA Sycamore Creek Charter School Project)		
Project Location - Specific 4321 Cerritos Avenue, Cypress Ca 90630		
Project Location - City Cypress		**Project Location - County** Orange
Description of Nature, Purpose, and Beneficiaries of Project A request to reconfigure the two-parcel site to allow separate ownership of an existing church facility on the west parcel and a TK – 12 public charter school within existing buildings and eight new modular buildings on the east parcel. The beneficiaries are the Holy Cross Lutheran Church and the Sycamore Creek Charter School, respectively.		
Name of Public Agency Approving Project City of Cypress		
Name of Person or Agency Carrying Out Project (Applicant's Name and Address) Hugo Garcia, Red Hook Capital Partners IV, 2120 East Grand Avenue, Suite 135, El Segundo, CA 90245		

Exempt Status: (Check One)
___ Ministerial (Sec. 21080(b)(1);15268);
___ Declared Emergency (Sec. 21080(b)(3);15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
_X_ Categorical Exemption. 15332 (In-Fill Development)
___ General Rule (Sec. 15061 [b] [3])		

Reasons why project is exempt: Pursuant to California Environmental Quality Act Guidelines (CEQA), Section 15332 (In-Fill Development), the project is categorically exempt from further environmental analysis because it is an infill project on a site less than five acres in size located in an urbanized area. Although not required, a traffic study and a noise study were conducted and confirmed no project related impacts in this regard.		
Lead Agency Contact Person Alicia Velasco, Planning Director	**Area Code** (714)	**Telephone Number** 229-6720

If filed by applicant:

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

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

Planning Director
Title

☒ Signed by Lead Agency

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