# AGENDA

**REGULAR MEETING**
**CYPRESS CITY COUNCIL**
**October 14, 2024**
**5:30 P.M. - Closed Session**
**6:00 P.M. - General Session**

**www.cypressca.org**

**5275 Orange Avenue**
**Cypress, California**

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

## CALL TO ORDER

5:30 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 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** Cypress Neighborhood Church

**PLEDGE OF ALLEGIANCE**

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

**PRESENTATIONS**

Red Ribbon Week Proclamation

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

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

**CONSENT CALENDAR**
All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item. Council Members voting no or abstaining on a Consent Calendar item may do so without removing the item from the Consent Calendar.

1. **Approve Minutes - Meetings of August 26, September 6, September 9 and September 17, 2024**
   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Approve as submitted.

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

**3. Proclaim the Week of October 23-31, 2024 as Red Ribbon Week**

Prepared by: Alisha Farnell, City Clerk

Recommendation: Proclaim the week of October 23-31, 2024 as Red Ribbon Week.

**4. Accept North Orange County Public Safety Collaborative Funds**

Prepared by: Mark Lauderback, Chief of Police

Recommendation:

1. Accept $239,000 from the FY 2024-25 Board of State and Community Corrections funds through the North Orange County Public Safety Collaborative; and

2. Appropriate $132,381 in the General Fund Grants fund from FY 2021-22 Board of State and Community Corrections funds; and

3. Increase estimated revenues by $132,381 in the General Fund Grants Fund; and

4. Authorize the return of $150,000 to the North Orange County Public Safety Collaborative of FY 2021-22 Board of State and Community Corrections allocations awarded for a collaboration with the City of La Palma.

**5. Approve Final Parcel Map No. 2023-101 for 5757 Plaza Drive**

Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation: Approve Final Parcel Map No. 2023-101 and the Subdivision Improvement Agreement.

**6. Approve an Ordinance Lowering the Speed Limit on Crescent Avenue**

Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation: Introduce for first reading an Ordinance, by title only, amending Chapter 16 of the Municipal Code lowering the speed limit from 45 to 40 miles per hour on the following segments of Crescent Avenue:

1. From 240 feet west of Acacia Drive to 400 feet west of Moody Street; and

2. Between 1,300 feet west of Walker Street to 720 feet east of Walker Street.

**7. Accept the Residential Street Resurfacing, Project 349**

Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation:

1. Accept the Residential Street Resurfacing, Project 349, in the amount of $1,084,358.89 and approve the final payment of $54,217.94 to R.J. Noble Company; and

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

**8. Award Contracts for City Hall and PD Roof Replacement, Project 393**

Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation:

1. Award a contract to Rite-Way Roofing Corporation for $934,418.98, and authorize a contingency of $140,000; and

2. Approve a Task Order for Construction Inspection Services to FCG Consultants Inc., for $49,794.08, and authorize a contingency of $7,400.

**9. Award Contract for the Street Sweeper Repairs**

Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation:

1. Authorize informal bidding for street sweeper repairs as permitted under Municipal Code Section 21A-10(f);

2. Award a contract to Los Angeles Truck Centers, LLC - LA Freightliner for $29,449.01 for street sweeper repairs; and

3. Approve an appropriation increase of $29,450 in the Central Services Fund.

**10. Approve an Appropriation Increase for Custodial Services**

Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation:

1. Increase appropriations in the General Fund by $32,622 for custodial contract services; and

2. Increase appropriations in the Central Services Fund by $7,800 for custodial contract services.

**11. Approve a Contract Amendment and Task Order for the Business Parks Modernization and Integration Project**

Prepared by: Alicia Velasco, Planning Director

Recommendation:

1. Approve a $22,187 contract amendment with CASC Engineering and Consulting for additional services to modernize and integrate the Business Park Specific Plans; and

2. Approve a $15,300 task order with LSA Associates for additional services needed to prepare the Initial Study and Negative Declaration for the Business Parks Modernization and Integration Project; and

3. Appropriate $37,487 of Pandemic Recovery Plan set-asides in the General Fund.

## NEW BUSINESS

**12. Adopt the Strategic Plan and Six Month Objectives**

Prepared by: Peter Grant, City Manager

Recommendation: Adopt the Strategic Plan and six month objectives.

**13. Receive and File a Settlement Agreement with Fortis LLP Pursuant to a California Public Records Act Request and Approve a Resolution that Acknowledges and Agrees that Council Member Frances Marquez Violated the Public Records Act**

Prepared by: Fred Galante, City Attorney

Recommendation:

1. Receive and file a settlement agreement with Fortis LLP pursuant to a California Public Records Act Request and Orange County Superior Court Case No. 30-2022-01277792-CU-WM-CJC; and

2. Appropriate $12,627 from the General Fund undesignated fund balance to pay Fortis LLP; and

3. Approve a Resolution that acknowledges and agrees that Frances Marquez violated the Public Records Act and that Fortis LLP is the prevailing party in its Petition to enforce its Public Records Act Request and had good cause for bringing its Petition given Frances Marquez's ongoing failures to comply.

## ITEMS REMOVED FROM CONSENT CALENDAR

## ITEMS FROM CITY COUNCIL MEMBERS

**14. Approve a Resolution Supporting Proposition 36**

Agendized by: Bonnie Peat, Mayor Pro Tem

Recommendation: Approve a Resolution supporting Proposition 36.

**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, October 28, 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 10th day of October, 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/6317544666380369494**. 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 816-849-142. No registration or audio pin is necessary.

**INVOCATION POLICY**

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

**AMERICANS WITH DISABILITIES ACT**

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

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **1.**

**FROM:** Alisha Farnell, City Clerk

**DATE:** 10/14/2024

**SUBJECT:** **Approve Minutes - Meetings of August 26, September 6, September 9 and September 17, 2024**

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**RECOMMENDATION**

Approve as submitted.

**BUDGET IMPACT**

None.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

August 26, 2024 Regular Meeting Minutes
September 6, 2024 Special Meeting Minutes
September 9, 2024 Special Meeting Minutes
September 9, 2024 Special Joint Meeting Minutes
September 9, 2024 Regular Meeting Minutes
September 17, 2024 Special Meeting Minutes

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REGULAR MEETING
CYPRESS CITY COUNCIL
AUGUST 26, 2024
5:00 P.M. – Workshop/Closed Session
6:00 P.M. – General Session

A regular meeting of the Cypress City Council was called to order at 5:00 p.m. by Mayor Minikus in the Executive Board Room, 5275 Orange Avenue, Cypress, California.

## ROLL CALL

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

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

## STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Special Counsel, Todd Litfin
City Clerk Alisha Farnell

## ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS

None.

## CLOSED SESSION

The City Attorney announced the following Closed Session items:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
Number of Cases: One Case
Potential Defendant: City of Seal Beach

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

Mayor Minikus stated the order of Closed Session items would be adjusted to first discuss the second item listed on the Agenda, namely Conference with Legal Counsel – Existing Litigation, the matter of Fortis LLP v. Frances Marquez.

Council Member Marquez recused herself from the discussion of the second Closed Session item and exited the room.

Mayor Minikus recessed the meeting into Closed Session at 5:01 p.m.

Mayor Minikus reconvened the meeting at 5:30 p.m.

## WORKSHOP SESSION

### Options for Incentivizing Maintenance and Improvements to Privately-Owned Walls Along Arterial Streets

The Planning Director provided a presentation on this item.

City Council discussion ensued.

No reportable action was taken.

Mayor Minikus Recessed the meeting at 6:06 p.m.

## RECONVENE

Mayor Minikus reconvened the meeting at 6:14 p.m. in the Council Chambers.

## ROLL CALL

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

## STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Public Works Doug Dancs
Planning Director Alicia Velasco
Chief of Police Mark Lauderback
City Clerk Alisha Farnell
Assistant Director of Finance and Administration Services Donna Mullally

City Engineer Nick Mangkalakiri

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

**PLEDGE OF ALLEGIANCE** Mayor Minikus led the Pledge of Allegiance.

## REPORT OF CLOSED SESSION/WORKSHOP

The City Attorney reported that the City Council met in Closed Session regarding the second item listed on the agenda, namely Conference with Legal Counsel – Existing Litigation, the matter of Fortis LLP v. Frances Marquez. The City Attorney stated Council Member Marquez recused herself from the item and exited the room. The remaining City Council received an update, provided direction and no further reportable action was taken.

The City Attorney stated the City Council will recess back into Closed Session following the open session to continue the discussion of the remaining Closed Session item.

The City Attorney reported that the City Council held a Workshop Session regarding its options for incentivizing maintenance and improvements to privately-owned walls among arterial streets and no action was taken.

## ORAL COMMUNICATIONS ON AGENDA ITEMS

Marilyn Reames, Cypress, spoke in support of Agenda Item No. 9.

Bob Youngsma, Cypress, spoke regarding lawsuits.

## CONSENT CALENDAR

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

Mayor Minikus stated that Agenda Item No. 14, the Warrant Register, includes electronic fund transfer No. 15334 for $308.53 and electronic fund transfer No. 15527 for $308.53 as reimbursement for medical coverage he is entitled to receive as a CalPERS annuitant. He indicated that in voting for any motion to approve the Warrants Register, he would not be voting on electronic fund transfers No. 15334 and No. 15527 for the reason disclosed.

A motion was made by Council Member Mallari, and seconded by Council Member Burke, to approve Consent Calendar items No. 1 through 14.

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

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

**Item No. 1: Approve Minutes - Meetings of June 10 and June 24, 2024**

Recommendation: Approve as submitted.

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

**Item No. 3: Receive an Update on the Strategic Plan Six-Month Objectives**

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

**Item No. 4: Accept the Cerritos Avenue Frontage Landscape Improvements, Project 320**

Recommendation:

1. Accept the Cerritos Avenue Frontage Landscape Improvements, Project 320, in the amount of $230,084 and approve the final retention payment of $14,354.20 to Marina Landscape, Inc.; and

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

**Item No. 5: Accept the LED Street Name Sign Upgrades, Project 338**

Recommendation:

1. Accept the LED Street Name Sign Upgrades, Project 338, in the amount of $204,708 and approve the final payment of $10,235.39 to Macadee Electrical Construction; and

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

**Item No. 6: Approve Plans and Specifications and Award Contracts for Orange Avenue Rehabilitation, Project 315**

Recommendation:

1. Approve Plans and Specifications for Orange Avenue Rehabilitation, Project 315; and

2. Award a contract to Hardy & Harper, Inc. for $617,000 and authorize a contingency of $92,550; and

3. Approve a Task Order for Construction Inspection Services and Materials Testing to FCG Consultants, Inc., for $48,688.92 and authorize a contingency of $7,300.

**Item No. 7: Approve Plans and Specifications and Award Contracts for Arterial Street Rehabilitation, Project 377**

Recommendation:

1. Approve Plans and Specifications for Arterial Street Rehabilitation, Project 377; and

2. Award a contract to All American Asphalt for $2,496,688 and authorize a contingency of $374,500; and

3. Approve a Task Order for Construction Inspection Services and Materials Testing to FCG Consultants, Inc., for $97,101 and authorize a contingency of $14,565

4. Approve a Cooperative Agreement with the City of Buena Park to share the cost of asphalt overlay improvements on Valley View Street; and

5. Approve a $155,000 increase in Estimated Revenues in the RMRA Gas Tax Fund for estimated reimbursements from the City of Buena Park.

**Item No. 8: Award Contract for Traffic Signal System Software and Components - Phase Two, Project 352**

Recommendation: Award a contract to SWARCO McCain, Inc. for $939,432.38, for the purchase of Traffic Signal System Software and Components – Phase Two.

**Item No. 9: Approve a Lease with the County of Orange Public Libraries System for the City-Owned Building at 5331 Orange Avenue**

Recommendation: Approve a 10-year lease with the County of Orange Public Libraries System for the City-owned building at 5331 Orange Avenue.

**Item No. 10: Approve a Renewal Agreement for Fiber Internet Services**

Recommendation: Approve a three-year renewal agreement for fiber internet services with Spectrum Enterprise for $41,364.

**Item No. 11: Approve Task Orders for Communications Support and Marketing**

Recommendation:

1. Approve a Task Order to Communications LAB for $120,000 for City Communications Support and Marketing Services for FY 2024-25; and

2. Approve a Task Order to Communications LAB for $60,000 for Recreation and Park District Communications Support and Marketing Services for FY 2024-25.

**Item No. 12: Award On-Call Contract for Police Department Pre-Employment Background Investigation Services**

Recommendation: Award an on-call contract for Police Department pre-employment background investigations services to JL Group.

**Item No. 13: Receive and File the Investment Reports for the Months Ended June 30, 2024, and July 31, 2024.**

Recommendation: Receive and file the attached investment reports.

**Item No. 14: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of June 8, 2024, through August 9, 2024**

Recommendation: Receive and file the attached payment register summarized below for the period of June 8, 2024, through August 9, 2024

- Electronic Funds Transfers 15300 through 15546
- Warrants 65425 through 65865
- Payroll Transfers W1531 through W1535

## NEW BUSINESS

**Item No. 15: Receive an Update on the Police Department Strategic Plan**

The Chief of Police provided a report on this item.

City Council asked questions of staff.

No action was taken.

## ITEMS REMOVED FROM CONSENT CALENDAR

None.

## ORAL COMMUNICATIONS:

Bob Youngsma, Cypress, spoke regarding virtual participation in City Council meetings, CVRA lawsuit and campaign finance.

Blaze Bhence, Cypress, spoke regarding the Traffic Commission meeting.

Leo Medrano, Cypress, spoke regarding a Conditional Use Permit approved at the June 24 City Council meeting and economic opportunities.

Brittany Herrera served a lawsuit.

Glenn Button, Cypress, spoke regarding Agenda Item No.15.

David Rose, Cypress, spoke regarding public safety and complimented police responsiveness.

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

Council Member Marquez

Thanked the Recreation department for their work on the Concert on the Green series. Attended National Night Out event.

Council Member Mallari:

Expressed appreciation towards Friends of Cypress Cultural Arts and Kiwanis Club for their involvement with the Concert on the Green series. Attended OCFA Firehawk helicopter tour at the Fullerton Airport. Thanked OCFA for participating in Emergency Preparedness Day with local BSA troops. Participated in Second Harvest Food Bank Civic Engagement event. Attended Police Badge Pinning Ceremony. Attended Cypress School District Ad Hoc Subcommittee meeting.

Council Member Burke:

Attended OC Library Advisory Board meeting and provided an update on the Public Library system. Attended Cypress School District Ad Hoc Subcommittee meeting. Thanked the Public Works department for their work with traffic safety. Expressed condolences to Cypress resident Roberta O'Toole's family.

Mayor Pro Tem Peat:

Attended Congresswoman Michelle Steel's 2024 Seniors of Distinction Awards ceremony and expressed her condolences to recipient Roberta O'Toole's family. Participated in a bridge replacement ceremony with Congresswoman Michelle Steel's office. Attended Congresswoman Steel's Non-profit Distinction Award ceremony and announced the Cypress Woman's club was recognized. Participated in the Boys and Girls Club Back to School backpack giveaway. Participated in Eagle Scout interviews. Attended a lunch celebration for Altasciences. Attended Subs n Grubs and Homewood Suits grand opening events. Participated in Cal Cities quarterly meeting on behalf of the Mayor. Thanked the Public Works department for updating curbs and streetlights.

Mayor Minikus:
Attended Subs N Grubs grand opening event. Attended Reginal Military Affairs Committee meeting. Attended OC Sanitation District Board meeting. Attended Concert on the Green. Judged the NASA robotics competition at Cypress College. Attended National

Night Out. Attended Congresswoman Steel's 2024 Seniors of Distinction Award ceremony. Attended Homewood Suits grand opening event. Participated in Police Badge Pinning ceremony. Participated in the American Veterans Assistant Group fundraising event. Attended Congresswoman Steel's Non-profit Distinction Award ceremony. Attended a motorcycle advocacy club at the American Legion.

## COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

None.

## CITY MANAGER REMARKS

City Manager provided a presentation on the City's recent accomplishments.

## ADJOURNMENT – IN MEMORY OF CYPRESS RESIDENT ROBERTA O'TOOLE

Mayor Minikus shared remarks about Cypress resident Roberta O'Toole and expressed condolences to her family on behalf of the City.

Mayor Minikus recessed the meeting into Closed Session at 7:20 p.m. to resume discussion of Closed Session as previously reported by the City Attorney.

Mayor Minikus reconvened the meeting at 7:29 p.m.

## REPORT OF CLOSED SESSION/WORKSHOP

The City Attorney reported that the City Council met in Closed Session regarding the first item listed on the agenda, namely Conference with Legal Counsel – Anticipated Litigation, initiation of litigation, potential defendant City of Seal Beach. The City Attorney stated the City Council discussed the item, provided direction and no further reportable action was taken.

## ADJOURNMENT – IN MEMORY OF CYPRESS RESIDENT ROBERTA O'TOOLE

Mayor Minikus adjourned the Regular Meeting at 7:30 p.m. to an adjourned Regular Meeting, to be held on Monday, September 9, 2024, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

SPECIAL MEETING
CYPRESS CITY COUNCIL
SEPTEMBER 6, 2024
1:00 P.M.

A special meeting of the Cypress City Council was called to order at 1:00 p.m. by Mayor Minikus in the Executive Board Room, 5275 Orange Avenue, Cypress, California

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

Mayor Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez – Arrived at 1:02 p.m.

**STAFF PRESENT**

City Manager Peter Grant
City Attorney Fred Galante
Assistant City Attorney Norman Dupont
City Clerk Alisha Farnell

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

None.

**CLOSED SESSION**

The City Attorney announced the following Closed Session items:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Frances Marquez v. City of Cypress, Scott Minikus, Bonnie Peat, Anne Mallari, Peter Grant
Case No. 8:24-cv-1835-ODW-JDE
United States District Court, Central District of California, Southern Division

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

Mayor Minikus recessed the meeting at 1:01 p.m.

Mayor Minikus reconvened the meeting at 4:39 p.m.

## REPORT OF CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session regarding the item listed on the agenda, namely conference with Legal Counsel – existing litigation, the matter of Frances Marquez v. City of Cypress, Scott Minikus, Bonnie Peat, Anne Mallari, and Peter Grant. He stated the City Council received a briefing and by motion by Mayor Pro Tem Peat, and seconded by Mayor Minikus, and carried 4-0-1, the City Council voted to indemnify and defend the four individuals named in the lawsuit.

## ADJOURNMENT

Mayor Minikus adjourned the meeting at 4:40 p.m. to an adjourned Regular Meeting, to be held on Monday, September 9, 2024, beginning at 6:00 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

SPECIAL MEETING
CYPRESS CITY COUNCIL
SEPTEMBER 9, 2024
4:00 P.M.

A special meeting of the Cypress City Council was called to order at 4:01 p.m. by Mayor Minikus in the Executive Board Room, 5275 Orange Avenue, Cypress, California

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

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

**STAFF PRESENT**

City Manager Peter Grant
City Attorney Fred Galante
City Clerk Alisha Farnell

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

None.

**CLOSED SESSION**

The City Attorney announced the following Closed Session item:

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

Mayor Minikus recessed the meeting at 4:02 p.m.

Mayor Minikus reconvened the meeting at 4:30 p.m.

**REPORT OF CLOSED SESSION/WORKSHOP**

The City Attorney reported that the City Council met in Closed Session to discuss the item listed on the agenda, namely Conference with Legal Counsel – Existing Litigation, the matter of Fortis LLP v. Frances Marquez, City of Cypress. He stated the City Council received an update, provided direction and no further reportable action was taken.

## WORKSHOP

### Workshop on Potential Branding Process and Program

The City Manager provided introductory comments.

The City's consultant, Communication Lab, provided a presentation on this item.

City Council discussion ensued.

No action was taken.

## ADJOURNMENT

Mayor Minikus adjourned the meeting at 5:10 p.m. to a Special Joint Meeting, to be held on Monday, September 9, 2024, beginning at 5:15 p.m. in the Council Chambers.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

SPECIAL JOINT MEETING
CYPRESS CITY COUNCIL AND
RECREATION AND COMMUNITY
SERVICES COMMISSION
SEPTEMBER 9, 2024
5:15 P.M.

A special joint meeting of the Cypress City Council and Recreation and Community Services Commission was called to order at 5:18 p.m. by Mayor Minikus in the Council Chambers, 5275 Orange Avenue, Cypress, California.

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

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

**SENIOR CITIZENS COMMISSION**

Commissioner Fermin Cervantes
Commissioner Jeff Dronkers
Commissioner Colin Edwards
Commissioner Carol Erbe – Absent
Commissioner Christen Jackson
Commissioner Anne Logovii
Commissioner Jan Ridgeway

**STAFF PRESENT**

City Manager Peter Grant
City Attorney Fred Galante
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
City Clerk Alisha Farnell
Recreation Manager Ian Kokot

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

**PLEDGE OF ALLEGIANCE** Police Chief Mark Lauderback led the Pledge of Allegiance

**PRESENTATIONS**

The City Council presented a Certificate of Recognition to Community partner ENO Brands Inc.

The City Council presented Certificates of Recognition to Cypress Youth Baseball World Champion 9U All Starts Navy Team.

The City Council presented a Certificate of Recognition to Oxford Academy Division 7 CIF Championship Baseball Team.

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

None.

## CONSENT CALENDAR

### Item No. 1: Approve Updates to Field and Facility Rental Policies

Recommendation: Receive the annual update from the Recreation and Community Services Commission.

A motion was made by Council Member Burke, and seconded by Mayor Pro Tem Peat, to approve Consent Calendar Item No. 1.

The motion was carried by the following roll call vote:

City Council:

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

Recreation and Community Services Commission:

| | | |
|---|---|---|
| AYES: | 6 | COMMISSIONERS: Cervantes, Dronkers, Edwards, Jackson, Logovii and Ridgeway |
| NOES: | 0 | COMMISSIONERS: None |
| ABSENT: | 1 | COMMISSIONERS: Erbe |

## NEW BUSINESS

### Item No. 2: Receive the Annual Update from the Recreation and Community Services Commission

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

City Council and Commission discussion ensued.

No action was taken.

**ADJOURNMENT**

Mayor Minikus adjourned the meeting at 6:18 p.m. to an adjourned Regular Meeting, to be held on Monday, September 9, 2024, beginning at 6:00 p.m. in the Council Chambers.

_____

MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____

CITY CLERK OF THE CITY OF CYPRESS

REGULAR MEETING
CYPRESS CITY COUNCIL
SEPTEMBER 9, 2024
6:00 P.M. – General Session

A regular meeting of the Cypress City Council was called to order at 6:28 p.m. by Mayor Minikus in the Executive Board Room, 5275 Orange Avenue, Cypress, California.

## ROLL CALL

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

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

## STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Public Works Doug Dancs
Director or Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell
City Engineer Nick Mangkalakiri
Recreation Manager Ian Kokot

## PRESENTATIONS

Senator Janet Nguyen provided a legislative update.

The City Council recognized Cypress resident and U.S. Army Veteran Shane Stipancic.

## REPORT OF CLOSED SESSION/WORKSHOP

The City Attorney reported that the City Council held a Special Meeting earlier in the evening to discuss a Closed Session item listed on the agenda, namely Conference with Legal Counsel – Existing Litigation, the matter of Fortis LLP v. Frances Marquez, City of Cypress. He stated the City Council received an update, provided direction and no further reportable action was taken.

The City Attorney reported that the Special Meeting also included a Workshop Session regarding the City's potential rebranding process and program.

## ORAL COMMUNICATIONS ON AGENDA ITEMS

Glenn Button, Cypress, spoke regarding Agenda Item No. 4.

## 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.

A motion was made by Mayor Pro Tem Peat, and seconded by Council Member Marquez, to approve consent calendar items No. 1 through 10.

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

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

**Item No. 1: Approve Minutes - Meetings of July 8, July 11, August 9 and August 21, 2024**

Recommendation: Approve as submitted.

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

**Item No. 3: Adopt a Resolution to Amend the Conflict of Interest Code**

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

RESOLUTION NO. 6986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS THE EX-OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, A SUBSIDIARY DISTRICT OF THE CITY OF CYPRESS, ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES AND AMENDMENTS PREVIOUSLY ADOPTED

**Item No. 4: Approve a Funding Reallocation for FY 2023-24 Capital Project Expenditures**

Recommendation:

1. Approve a $650,000 funding transfer from the Road Maintenance and Rehabilitation Account (RMRA) Gas Tax Fund to the City Capital Projects Fund in FY 2023-24 for use on the Concrete Rehabilitation project rather than the Residential Street Resurfacing project; and

2. Approve the funding transfer of $650,000 from the Infrastructure Reserve Bank ($450,000) and the General Fund ($200,000) to the City Capital Project fund in FY 2023-24 for use on the Residential Street Resurfacing project rather than the Concrete Rehabilitation project.

**Item No. 5: Approve a Contract for Park Facility Lock Up Services**

Recommendation: Approve a two-year contract for park facility lock up services to California Safety Agency for $45,990.

**Item No. 6: Approve Revisions to the Agreement for Recreation Management Software with CivicPlus, LLC**

Recommendation: Approve the renewal Statement for Work and Master Services Agreement with CivicPLus, LLC.

**Item No. 7: Approve an Agreement for Youth Sports Officials**

Recommendation: Approve a one-year agreement for youth sports officiating with West Coast Officials for an amount not to exceed $16,632.

**Item No. 8: Approve Supplemental Appropriations and Increases to Estimated Revenues and Transfers for FY 2023-24**

Recommendation:

1. Approve FY 2023-24 supplemental appropriations of $1,780,950 and increase estimated revenues by $20,800 for the City; and

2. Approve FY 2023-24 supplemental appropriations of $224,923 for the Cypress Recreation and Park District; and

3. Approve a $427,196 transfer from the District's Park Development Fund to the General Fund; and

4. Approve a $427,196 payment to the City's Infrastructure fund to apply against the outstanding Repayment Agreement and Promissory Note between the City and Park District for the construction of Lexington Park.

**Item No. 9: Adopt a Resolution Establishing Benefits for Management Employees**

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

RESOLUTION NO. 6987

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING RESOLUTION NO. 6944 ESTABLISHING BENEFITS FOR MANAGEMENT EMPLOYEES

**Item No. 10: Award On-call Contracts for Network Consulting Services**

Recommendation:

1. Award a Professional Contract Services Contract to ADS Consulting Group, Inc. for On-Call Network Consulting Services; and

2. Award a Professional Contract Services Contract to LAN WAN Enterprise for On-Call Network Consulting Services.

## NEW BUSINESS

None.

## ITEMS REMOVED FROM CONSENT CALENDAR

None.

## ORAL COMMUNICATIONS

Paul Kokkinos, Cypress, spoke regarding Veteran Recognition Program and Event News-Enterprise article regarding trash contract.

Bob Youngsma, Cypress, spoke regarding Veteran Recognition Program and City Manager's comments at the August 26 City Council meeting, and the trash contract.

Tammy Adams, Cypress, spoke regarding neighbors' garage that burnt down and has not been repaired.

Kyle Chang, Cypress, spoke regarding Huntington Beach City Council's call for Supervisor Do's resignation.

Brooke Nafarrete, Cypress, spoke regarding lawsuit filed by Council Member Marquez against the City.

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

Council Member Burke

No Report.

Council Member Maquez:

No Report.

Council Member Mallari:

No Report.

Mayor Pro Tem Peat:

Responded to comments regarding the Event News-Enterprise article about the City's trash contract and requested the article be retracted. Spoke regarding campaigning on social media.

Mayor Minikus:

Attended Regional Military Affairs meeting. Attended OC Sanitation District board meeting. Spoke regarding Event News-Enterprise article about the City's trash contract.

Council Member Burke interjected with responsive comments.

Discussion occurred between Council Member Burke, Mayor Minikus and the City Attorney.

Council Member Marquez interjected with comments.

Discussion occurred between Council Member Marquez and Mayor Minikus.

Council Member Marquez continued with comments regarding Council Member Mallari's OCFA Board meeting attendance.

Discussion ensued between Council Member Marquez and Council Member Mallari.

## COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

None.

## CITY MANAGER REMARKS

The City Attorney stated that the City Council held a Special Meeting on September 6, 2024, to discuss the item listed on the agenda, namely conference with Legal Counsel – existing litigation, the matter of Frances Marquez v. City of Cypress, Scott Minikus, Bonnie Peat, Anne Mallari, and Peter Grant. He stated the City Council received an update and by motion by Mayor Pro Tem Peat, and seconded by Mayor Minikus, and carried 4-0-1, the City Council voted to indemnify and defend the four individuals named in the lawsuit.

## ADJOURNMENT

Mayor Minikus adjourned the Regular Meeting at 7:34 p.m. to an adjourned Regular Meeting, to be held on Monday, September 23, 2024, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

SPECIAL MEETING
CYPRESS CITY COUNCIL
SEPTEMBER 17, 2024
9:30 A.M.

A special meeting of the Cypress City Council was called to order at 9:33 a.m. by Mayor Minikus at the Cypress Community Center, 5700 Orange Avenue, Cypress, California

## ROLL CALL

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

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

## STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell
Acting Director of Public Works Nick Mangkalakiri

## ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITMES (Limited to 30 minutes - three minutes per speaker, unless modified by the City Council)

None.

## WORKSHOP

### Strategic Planning Session – Discuss and Provide Direction on Updating the City of Cypress Strategic Plan

The facilitator, Knight Leadership Solutions, led the City Council and staff in its strategic planning session.

Mayor Minikus recessed the meeting at 10:58 a.m.

Mayor Minkus reconvened the meeting at 11:05 a.m.

No action was taken.

**ADJOURNMENT**

Mayor Minikus adjourned the meeting at 12:06 p.m. to an adjourned Regular Meeting, to be held on Monday, September 23, 2024, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **3.**

**FROM:** Alisha Farnell, City Clerk

**DATE:** 10/14/2024

**SUBJECT:** **Proclaim the Week of October 23-31, 2024 as Red Ribbon Week**

## RECOMMENDATION

Proclaim the week of October 23-31, 2024 as Red Ribbon Week.

## DISCUSSION

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

The City Clerk received a routine request from the Police Department for the City Council to officially proclaim the week of October 23-31, 2024 as Red Ribbon Week. A proclamation has been prepared for the Mayor’s signature and is attached for consideration.

## BUDGET IMPACT

None.

## LEGAL REVIEW

None required.

**APPROVED BY:** Peter Grant, City Manager

## Attachments

Proclamation

**“RED RIBBON WEEK”**
**OCTOBER 23 – 31, 2024**

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

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

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

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

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

**WHEREAS,** the Red Ribbon Campaign will be celebrated in the City of Cypress during **“Red Ribbon Week,”** October 23 – 31, 2024 and

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

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

**NOW, THEREFORE, LET IT BE PROCLAIMED,** that the City Council of the City of Cypress does hereby support October 23 - 31, 2024, as **RED RIBBON WEEK**, and encourages its citizens to participate in drug prevention and education activities, making a visible statement that we are firmly committed to a drug-free community.

**BE IT FURTHER PROCLAIMED,** that the City Council of the City of Cypress encourages all citizens to embrace the theme of this year’s National Red Ribbon Week Campaign **“LIFE IS A MOVIE. FILM DRUG FREE.”**

_____

**Scott Minikus**
**MAYOR OF THE CITY OF CYPRESS**
Dated: October 14, 2024

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **4.**

**FROM:** Mark Lauderback, Chief of Police

**DATE:** 10/14/2024

**SUBJECT:** **Accept North Orange County Public Safety Collaborative Funds**

## RECOMMENDATION

1. Accept $239,000 from the FY 2024-25 Board of State and Community Corrections funds through the North Orange County Public Safety Collaborative; and

2. Appropriate $132,381 in the General Fund Grants fund from FY 2021-22 Board of State and Community Corrections funds; and

3. Increase estimated revenues by $132,381 in the General Fund Grants Fund; and

4. Authorize the return of $150,000 to the North Orange County Public Safety Collaborative of FY 2021-22 Board of State and Community Corrections allocations awarded for a collaboration with the City of La Palma.

## DISCUSSION

In 2017, Cypress joined the North Orange County Public Safety Collaborative (Collaborative) to address three important regional issues: youth violence prevention; reentry services for offenders; and homeless outreach and intervention. In 2022, the Board of State and Community Corrections (BSCC) provided the Collaborative $8 million as part of Assembly Bill 179, 60% of which is directed to community-based organizations (non-profit and other non-city service providers) and the remaining 40% to the 11 member cities.

In 2022, the City Council accepted BSCC funding ($418,181) for homeless outreach with the understanding a spending plan would be developed and presented to the City Council in the future. Cypress was recently notified that additional BSCC funding ($239,000) is available for youth violence prevention and intervention programs. In order for Cypress' allocation ($657,181) to be expended, a plan must be developed and all funding must be expended by June 30, 2026.

| Focus Area | Recommended Use | Amount |
|---|---|---|
| Youth Violence Prevention & Intervention | School Resource Officer Funding - FY 2024-25 and FY 2025-26 | $239,000 |
| Homeless Outreach | Regional Homeless Liaison, Training, Other Eligible Uses - FY 2024-25 and FY 2025-26 | $268,181 |
| Homeless Outreach | Partnership with City of La Palma - Deemed Infeasible and $150,000 will be returned to the Collaborative | $150,000 |
| | **Total** | **$657,181** |

**School Resource Officer Funding (Youth Violence Prevention & Intervention)**
$239,000 of funding for the School Resource Police Officer (SRO) is recommended to focus on providing safe learning environments in Cypress high schools and middle school. The SRO was funded with a three-year State of California Tobacco Grant which ended on June 30, 2024. The FY 2024-25 Budget includes Collaborative funding for the full cost of the SRO ($190,000). The remaining $49,000 will be available to partially fund the SRO in FY 2025-26. The Police department will closely monitor the development of the State of California's budget to determine if additional funding for the Collaborative is available to fund the SRO position through 2025. If no additional funding is identified, the SRO funding will be considered through a proposed FY 2025-26 Budget Decision Package.

**Regional Homeless Liaison and Training Needs (Homeless Outreach)**
$268,181 is available fund a portion of the Homeless Liaison Police Officer (HLO). The HLO is trained as the initial point of contact with homeless individuals and to address community concerns involving homelessness. Funding for the HLO will be available through June 30, 2026.

The HLO will provide regional services and be in weekly contact with the HOPE center in Fullerton. Additionally, these moneys will fund a portion of the HLO's supervisor (Sergeant) and the Operations Lieutenant who participates in Collaborative meetings. The FY 2024-25 Budget includes $65,800 of Collaborative funding for staff time dedicated to the Hope Center and an additional $70,000 is projected in FY 2025-26. It is recommended the remaining available funds ($132,381) be appropriated in FY 2024-25 for other homeless initiatives which may become available, including training to respond to mental health crises and other issues connected to homelessness.

**Partnership with La Palma (Homeless Outreach)**
Cypress received $300,000 in 2022 to form a partnership with the City of La Palma to supplement HLOs with mental health and social worker

resources. Given the small size of both agencies and staffing challenges, the partnership pivoted to utilizing Cypress' HLO to provide these services locally with regional support and returning La Palma's $150,000 allocation to the Collaborative. Once the $150,000 is returned to the Collaborative, Cypress is eligible to receive the $239,000 allocation provided for Youth Violence Prevention and Intervention.

**BUDGET IMPACT**

The FY 2024-25 Budget includes $255,800 for the full cost of the School Resource Police Officer and a portion of the Homeless Liaison Police Officer. The additional recommended appropriation of $132,381 for other homeless initiatives will be fully funded by grant funds received from the Collaborative, and will not impact fund balance in the General fund. The proposed FY 2025-26 Budget will include a Decision Package focused on funding for the SRO and HLO positions.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **5.**

**FROM:** Nick Mangkalakiri, Acting Director of Public Works

**DATE:** 10/14/2024

**SUBJECT:** **Approve Final Parcel Map No. 2023-101 for 5757 Plaza Drive**

## RECOMMENDATION

Approve Final Parcel Map No. 2023-101 and the Subdivision Improvement Agreement.

## DISCUSSION

The California Subdivision Map Act governs the subdivision of land, or real property, for the purpose of sale, leasing or financing. Under this law, local government has approval authority over the subdivision process.

On April 10, 2023, the City Council approved Tentative Parcel Map 2023-101 to subdivide a single lot into two parcels for the development of two industrial/warehouse buildings. The project, developed by Goodman North America, is located on approximately 18.6 acres at 5757 Plaza Drive.

The Final Parcel Map substantially conforms with Tentative Parcel Map No. 2023-101, all conditions of approval imposed by the City Council have been bonded for or completed, and approval of a Subdivision Improvement Agreement is recommended. Parcel Map filing fees are paid and the Parcel Map is technically correct.

## BUDGET IMPACT

None.

## LEGAL REVIEW

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

**APPROVED BY:** Peter Grant, City Manager

## Attachments

Final Parcel Map 2023-101

SHEET 1 OF 4 SHEETS

AREA: 18.635 ACRES (GROSS)

NUMBER OF PARCELS: 2
ALL OF TENTATIVE PARCEL MAP NO. 2023–101

DATE OF SURVEY: MARCH, 2023

# PARCEL MAP NO. 2023–101

IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF LOT LINE ADJUSTMENT NO. LL 2000–03, RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 20000453704, OFFICIAL RECORDS SAID COUNTY AND STATE.

PBLA SURVEYING, INC. MARCH 2023 CARLOS UREÑA, PLS 8234

ACCEPTED AND FILED
AT THE REQUEST OF
CHICAGO TITLE INSURANCE COMPANY

DATE _____

TIME _____ FEE $ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK–RECORDER

BY: _____
DEPUTY

## OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF CYPRESS, THE EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES, OVER AND ACROSS PARCELS 1 AND 2, AS SHOWN ON SAID MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS FOR THE USE AND BENEFIT OF THE OWNERS OF PARCELS 1 AND 2 INCLUSIVE AS PRIVATE ROAD AND UTILITY EASEMENTS FOR RECIPROCAL INGRESS AND EGRESS, SURFACE DRAINAGE, WATER QUALITY COMPLIANCE, AND PARKING OVER EACH SAID PARCEL.

GLC CYPRESS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

## NOTARY 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 )
) SS
COUNTY OF _____ )

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

_____
SIGNATURE

_____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____.

## CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) SS
CITY OF CYPRESS )

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF CYPRESS AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2024 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ACCEPT ON BEHALF OF THE CITY OF CYPRESS, THE EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES, AS DEDICATED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____ 2024.

_____
ALISHA FARNELL
CITY CLERK, CITY OF CYPRESS

## SIGNATURE OMISSIONS:

1. PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)&(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

2. SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 20, 1984 AS INSTRUMENT NO. 1984–391696 OF OFFICIAL RECORDS.

3. MCDONNELL DOUGLAS REALTY COMPANY AND SHUWA INVESTMENTS CORPORATION, HOLDERS OF A RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED FEBRUARY 11, 1986 AS INSTRUMENT NO. 86–057178 OF OFFICIAL RECORDS.

4. THE CITY OF CYPRESS HOLDER OF A NON–EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND MAINTENANCE OF SANITARY SEWER TRUNK PIPES, RECORDED JULY 1, 1986 AS INSTRUMENT NO. 1986–280779, OF OFFICIAL RECORDS.

5. SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRIC FACILITIES AND INCIDENTAL PURPOSES RECORDED JULY 9, 1990 AS INSTRUMENT NO. 90–360215, OF OFFICIAL RECORDS.

6. CONSOLIDATED INVESTMENT COMPANY, HOLDER OF ALL OIL AND MINERAL RIGHTS AS GRANTED IN A DOCUMENT RECORDED JANUARY 29, 1959 IN BOOK 4567, PAGE 496 OF OFFICIAL RECORDS. UNION PACIFIC RAILROAD COMPANY, HOLDER OF ALL MINERAL RIGHTS AS RESERVED IN DOCUMENT RECORDED JULY 28, 2000 AS INSTRUMENT NO.200000396720 OF OFFICIAL RECORDS., THE CITY OF CYPRESS, HOLDER OF AN EASEMENT FOR SHORT TERM PARKING RECORDED SEPTEMBER 7, 2000 AS INSTRUMENT NO. 2000–0466024, OF OFFICIAL RECORDS.

7. YAESU MUSEN USA, INC., A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND SEWER, ELECTRICITY, WATER, GAS AND CABLE TELEVISION PIPELINES, CONDUITS AND CABLES, AND ANY NECESSARY RELATED UNDERGROUND FIXTURES AND APPURTENANCES, AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 1, 2000 AS INSTRUMENT NO. 20000589710, OF OFFICIAL RECORDS.

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF GLC CYPRESS, LLC IN MARCH 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

CARLOS UREÑA
PLS 8234 EXPIRES 12/31/2025

06–12–2024
DATE

LICENSED LAND SURVEYOR
CARLOS UREÑA
Exp. 12/31/25
NO. 8234
STATE OF CALIFORNIA

## CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY COUNCIL; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____ 2024.

_____
NICK MANGKALAKIRI
CITY ENGINEER, CITY OF CYPRESS
RCE 75872 EXPIRES: 12/31/2024

## COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____ 2024.

KEVIN R. HILLS, COUNTY SURVEYOR
PLS 6617 EXPIRES 12/31/2025

_____
BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402 EXPIRES 06/30/2024

## COUNTY TREASURER–TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA )
) SS
COUNTY OF ORANGE )

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____ 2024.

SHARI L. FREIDENRICH
COUNTY TREASURER–TAX COLLECTOR

BY: _____
TREASURER–TAX COLLECTOR

SHEET 2 OF 4 SHEETS

AREA: 18.635 ACRES (GROSS)

NUMBER OF PARCELS: 2
ALL OF TENTATIVE PARCEL MAP NO. 2023-101

DATE OF SURVEY: MARCH, 2023

# PARCEL MAP NO. 2023-101

IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA

PBLA SURVEYING, INC. MARCH 2023 CARLOS UREÑA, PLS 8234

## MONUMENT DESCRIPTIONS:

● INDICATES FOUND MONUMENTS AS NOTED.

○ INDICATES 2" IRON PIPE TAGGED "PLS 8234", OR LEAD & TACK TAGGED "PLS 8234" IN CONCRETE AND IN BLOCK WALLS, OR SPIKE & WASHER TAGGED "PLS 8234" IN A.C. TO BE SET, FLUSH, AT ALL PARCEL BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.

(SFN) SEARCHED, FOUND NOTHING.

▲ INDICATES OCS HORIZONTAL GPS CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

(1) FOUND 2-1/2" BRASS DISK STAMPED "86A.O.", O.C.S. GPS# 0233, DOWN 1.5' IN WELL, ACCEPTED AS THE CENTERLINE INT. OF KATELLA AVE. AND WALKER ST. PER (R10).

(2) FOUND GEAR SPIKE & WASHER STAMPED "LS 5411", PER (R4), FLUSH ON ASPHALT, POINT BEING N01°15'32"E 0.11' FROM THE CENTERLINE INTERSECTION OF KATELLA AVENUE AND DOUGLAS DRIVE, HELD FOR LINE.

(3) NOTHING FOUND, ESTABLISHED BY PRORATION.

(4) FOUND HEX BOLT, DOWN 1.7' IN WELL MON., ACCEPTED AS THE W'LY LINE OF SECTION 22, T4S, R11W PER (R7).

(5) FOUND SPIKE & WASHER TAGGED "LS 5959," FLUSH, ACCEPTED AS THE CENTERLINE INT. OF PLAZA DR. AND DOUGLAS DR. PER (R1) & (R2).

(6) FOUND SPIKE & WASHER TAGGED "LS 5959", FLUSH, ACCEPTED AS POINT ON CENTERLINE OF PLAZA DR. PER (R1).

(7) FOUND SPIKE & WASHER TAGGED "LS 5959", FLUSH, ACCEPTED AS THE INTERSECTION OF PLAZA DR. AND MCDONNELL DR. PER (R1).

(8) FOUND SPIKE & WASHER TAGGED "RCE 21687", FLUSH, ACCEPTED AS A POINT ON CENTERLINE OF PLAZA DR. PER (R2).

(9) FOUND CONCRETE. NAIL, NO REF., FLUSH, ACCEPTED AS THE CENTERLINE INT. OF PLAZA DR. AND VALLEY VIEW ST.

(10) FOUND LEAD & TACK TAGGED "RCE 21687," FLUSH ON CURB, ACCEPTED AS THE MOST EASTERLY CORNER OF PARCEL 2 PER (R2).

(11) FOUND 1" IRON PIPE W/ PLASTIC PLUG "RCE 21687", FLUSH, ACCEPTED AS ANGLE POINT IN BOUNDARY LINE OF PARCEL 2 PER (R2).

(12) FOUND SPIKE & WASHER TAGGED "RCE 21687," FLUSH, ACCEPTED AS ANGLE POINT IN BOUNDARY LINE OF PARCEL 2 PER (R2).

(13) FOUND 2" IRON PIPE TAG ILLEGIBLE, DOWN 0.2' IN DIRT, ACCEPTED AS THE 2" IRON PIPE TAGGED "RCE 21687" AND AS A POINT ON THE SOUTHERLY LINE OF PARCEL 2 PER (R2).

(14) FOUND 1" IRON PIPE W/ PLUG "RCE 21687", DOWN 0.3' IN DIRT, ACCEPTED AS THE SOUTHWEST CORNER OF PARCEL 2 PER (R2)

(15) FOUND 2" IRON PIPE "LS 5557", PER (R7), DOWN 0.3' IN DIRT, ACCEPTED AS THE SOUTHEAST CORNER OF PARCEL 1 PER (R7).

(16) FOUND 2" IRON PIPE "LS 5959", PER (R1), DOWN 0.2' IN DIRT, ACCEPTED AS THE NORTHWEST CORNER OF PARCEL 2 PER (R6).

(17) FOUND 2 1/2" BRASS DISK, O.C.S. GPS# 3733, DOWN 1.4' IN WELL, ACCEPTED AS THE CENTERLINE INT. OF CERRITOS AVE. AND VALLEY VIEW ST. PER TRACT NO. 19114, M.M. 995/48-50

## DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE VI, 1983 NAD (2017.50 EPOCH O.C.S GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY A COMBINED FACTOR OF 0.99999143.

## BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 0233 AND STATION GPS NO. 3733 BEING NORTH 48°29'17" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

## SURVEYOR'S BOUNDARY NOTE:

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

## RECORD REFERENCES:

(R1) PARCEL MAP NO. 2001-216, PMB 330/41-43
(R2) PARCEL MAP NO. 84-1113, PMB 191/3-5
(R3) CORNER RECORD 2020-0492
(R4) CORNER RECORD 2020-0496
(R5) CORNER RECORD 2020-0498
(R6) LOT LINE ADJUSTMENT, LL 2000-03 REC. 08/30/2000 AS INST. NO. 20000453704, O.R.
(R7) PARCEL MAP NO. 96-192, PMB 297/20-21
(R8) PARCEL MAP NO. 96-138, PMB 294/26-28
(R9) PARCEL MAP NO. 90-400, PMB 266/13-15
(R10) PARCEL MAP NO. 90-241, PMB 259/1-12

SEE SHEET 3 FOR BOUNDARY
SEE SHEET 4 FOR EASEMENT DETAILS

SHEET 3 OF 4 SHEETS

AREA: 18.635 ACRES (GROSS)

NUMBER OF PARCELS: 2
ALL OF TENTATIVE PARCEL MAP NO. 2023-101

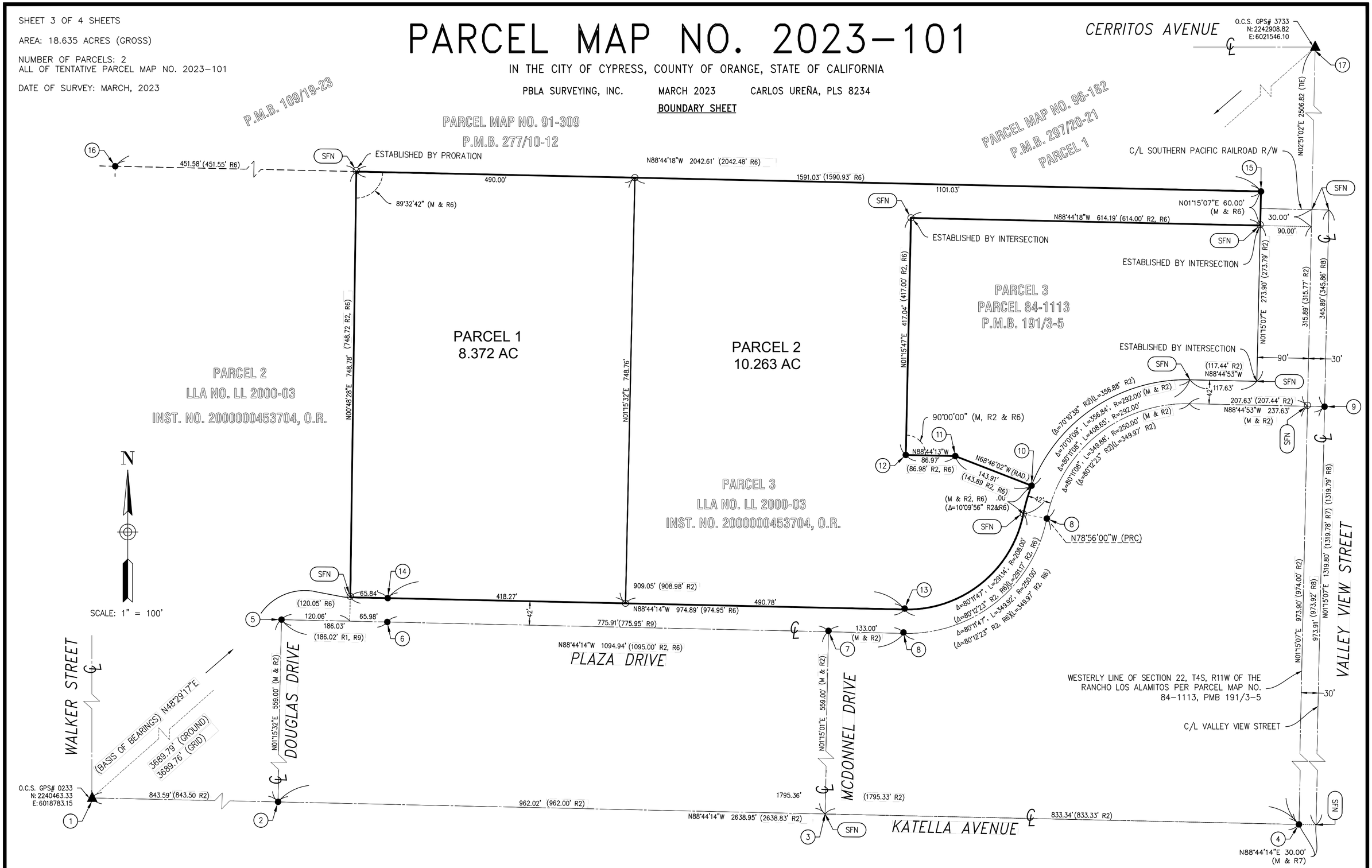
DATE OF SURVEY: MARCH, 2023

# PARCEL MAP NO. 2023-101

IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA

PBLA SURVEYING, INC. MARCH 2023 CARLOS UREÑA, PLS 8234

BOUNDARY SHEET




SEE SHEET 2 FOR MONUMENT DESCRIPTIONS DATUM STATEMENT, BASIS OF BEARINGS, SURVEYOR'S BOUNDARY NOTE AND RECORD REFERENCES.

SEE SHEET 4 FOR EASEMENT DETAILS

SHEET 4 OF 4 SHEETS

AREA: 18.635 ACRES (GROSS)

NUMBER OF PARCELS: 2
ALL OF TENTATIVE PARCEL MAP NO. 2023–101

DATE OF SURVEY: MARCH, 2023

# PARCEL MAP NO. 2023–101

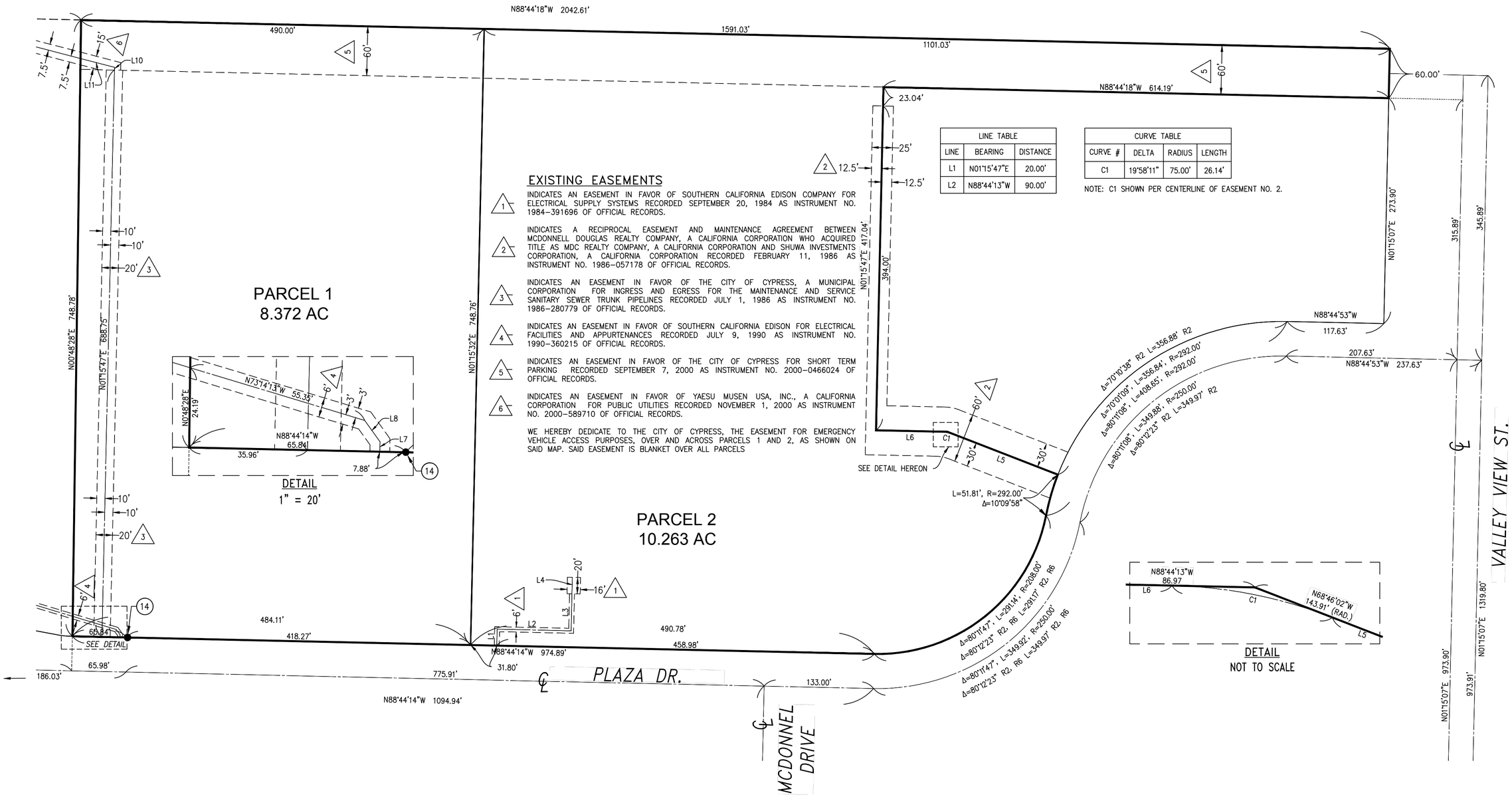
IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA

PBLA SURVEYING, INC. MARCH 2023 CARLOS UREÑA, PLS 8234

EASEMENT SHEET

N

SCALE: 1" = 80'




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N01°15'47"E | 20.00' |
| L2 | N88°44'13"W | 90.00' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH |
| C1 | 19°58'11" | 75.00' | 26.14' |

NOTE: C1 SHOWN PER CENTERLINE OF EASEMENT NO. 2.

## EXISTING EASEMENTS

1. INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL SUPPLY SYSTEMS RECORDED SEPTEMBER 20, 1984 AS INSTRUMENT NO. 1984–391696 OF OFFICIAL RECORDS.

2. INDICATES A RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT BETWEEN MCDONNELL DOUGLAS REALTY COMPANY, A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS MDC REALTY COMPANY, A CALIFORNIA CORPORATION AND SHUWA INVESTMENTS CORPORATION, A CALIFORNIA CORPORATION RECORDED FEBRUARY 11, 1986 AS INSTRUMENT NO. 1986–057178 OF OFFICIAL RECORDS.

3. INDICATES AN EASEMENT IN FAVOR OF THE CITY OF CYPRESS, A MUNICIPAL CORPORATION FOR INGRESS AND EGRESS FOR THE MAINTENANCE AND SERVICE SANITARY SEWER TRUNK PIPELINES RECORDED JULY 1, 1986 AS INSTRUMENT NO. 1986–280779 OF OFFICIAL RECORDS.

4. INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR ELECTRICAL FACILITIES AND APPURTENANCES RECORDED JULY 9, 1990 AS INSTRUMENT NO. 1990–360215 OF OFFICIAL RECORDS.

5. INDICATES AN EASEMENT IN FAVOR OF THE CITY OF CYPRESS FOR SHORT TERM PARKING RECORDED SEPTEMBER 7, 2000 AS INSTRUMENT NO. 2000–0466024 OF OFFICIAL RECORDS.

6. INDICATES AN EASEMENT IN FAVOR OF YAESU MUSEN USA, INC., A CALIFORNIA CORPORATION FOR PUBLIC UTILITIES RECORDED NOVEMBER 1, 2000 AS INSTRUMENT NO. 2000–589710 OF OFFICIAL RECORDS.

WE HEREBY DEDICATE TO THE CITY OF CYPRESS, THE EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES, OVER AND ACROSS PARCELS 1 AND 2, AS SHOWN ON SAID MAP. SAID EASEMENT IS BLANKET OVER ALL PARCELS

SEE SHEET 2 FOR MONUMENT DESCRIPTIONS DATUM STATEMENT, BASIS OF BEARINGS, SURVEYOR'S BOUNDARY NOTE AND RECORD REFERENCES.
SEE SHEET 3 FOR BOUNDARY

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **Item # 1.**

**FROM:** Alicia Velasco, Planning Director

**DATE:** 04/10/2023

**SUBJECT: Approve a Site Plan Review, Tentative Parcel Map, and Mitigated Negative Declaration for the Goodman Commerce Center at 5757 Plaza Drive**

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## RECOMMENDATION

Adopt Resolutions approving a Site Plan Review and Tentative Parcel Map, and approve a Mitigated Negative Declaration for the Goodman Commerce Center at 5757 Plaza Drive.

## SUMMARY

GLC Cypress, LLC (Goodman) applied for a Site Plan Review and Tentative Parcel Map for the redevelopment of 5757 Plaza Drive. The project consists of two new warehouse buildings (combined 390,000 square feet) and 460 parking spaces. The existing building, which was originally developed as a warehouse, will be demolished. An Initial Study and Mitigated Negative Declaration were prepared and found that, with mitigation and the recommended conditions of approval, no significant impacts will result from the project. The project is recommended for approval because it complies with the intent, requirements, and development standards of the General Plan, the McDonnell Center Specific Plan, and the Subdivision Map Act.

## DISCUSSION

### Background

The McDonnell Center Specific Plan was adopted in 1982 (and amended in 1994) and designates 71.23 acres for business park uses. The existing warehouse was approved in 1984, with approvals for expansion and loading docks in 1987 and 2001. The City Council approved modifications to the building in 2021; however, construction was never initiated.

In 2000, the former property owner purchased a strip of former Union Pacific Railway right-of-way to the north of the site and built additional parking. Because the property was owned by Union Pacific, it is not included in the McDonnell Center Specific Plan and is zoned Semi-Public (PS). The PS zone was established to set aside properties for public uses; therefore, the parking within this area is required to be available for public use from 7 p.m. to 6 a.m., Monday through Friday, and all day on Saturday and Sunday (CUP No. 2000-04). This requirement remains, is recorded against the property, and is incorporated into the recommended conditions of approval.

### Project Description

The project is an 18.6-acre site on Plaza Drive west of Valley View Street. It includes two warehouse buildings separated by a loading area and surface parking. The proposed tentative parcel map divides the site into two parcels, each with one warehouse.

Building 1, on the eastern parcel, is 204,909 square feet (sf) and includes a 194,909 sf warehouse and 10,000 sf of office space. Building 2, on the western parcel, is 185,359 sf and includes a 175,359 sf warehouse and 10,000 sf of office space. Each building has 25 dock high loading doors facing the interior and separated by a 135-foot truck court. Surface parking (460 spaces) is located around the perimeter of the project, along with ornamental landscaping.

Subject Property and Surrounding Land Uses

The site is currently developed with a 338,653 sf two-story warehouse, surface parking and landscaping. Water, sewer, and dry utilities along Plaza Drive serve the site. The warehouse will be demolished as part of the project.

The project is bounded by the following uses:

| Direction | Land Use | Zoning |
|---|---|---|
| North | Office/Light Industrial | PC 5 – Cypress View Limited Specific Plan |
| South | Office/Parking Garage | PC 3 – McDonnell Center Specific Plan |
| East | Office/Surface Parking | PC 3 – McDonnell Center Specific Plan |
| West | Office/Surface Parking | PC 3 – McDonnell Center Specific Plan |

Regulatory Control

*General Plan/Zoning/Specific Plan and Required Discretionary Actions*

The General Plan designates the majority of the site as Specific Plan Area and is zoned PC-3, subject to the McDonnell Center Specific Plan (Specific Plan). The site is in Planning Area 2 of the Specific Plan, which is intended for warehousing and light industrial uses. Warehouses are a permitted use in Planning Area 2.

The Specific Plan requires Site Plan Review for all developments that require a building permit and increase square footage. Section VI.C.6 of the Specific Plan establishes the required findings for approval of a Site Plan Review, which are included with the resolution. Uses permitted by right in the Specific Plan, such as light manufacturing, storage, and warehousing are able to occupy a building(s) through an administrative review process. Other uses, such as recycling centers, vocational schools, or distribution facilities, require the City Council review and approval of a Condition Use Permit. No tenants are identified for either building.

A tentative parcel map (TPM) requires City Council approval subject to required findings outlined in both the Subdivision Ordinance and State law. The required findings for approval of the TPM are included in the attached resolution.

*Development Standards*

The project meets all Specific Plan development standards:

| Standards | Required | Proposed |
|---|---|---|
| Minimum Building Setback (from Plaza Dr.) | 30 feet | 83’-11” |
| Minimum Building Setback (from interior PL) | 5 feet | West: 66’-6”<br>North: 59’-9”<br>East: 42’-0” |
| Minimum Surface Parking Setbacks | 10 feet | 16’-10” |
| Maximum Height | 99 feet | 47’-6” |
| Maximum Lot Coverage | 60% | 46.8% |
| Maximum Floor Area Ratio | 1.0 | 0.48 |

**Site Plan Review**

Access, Parking, and Loading
The site is accessible by four existing driveways along Plaza Drive which provide access to internal drive aisles and the loading area. To provide ADA-required pedestrian access, a condition of approval requires the installation of a five-foot wide sidewalk along Plaza Drive connecting to the existing sidewalk west of the site (Condition No. 15.1).

The Specific Plan establishes minimum parking requirements by use. The project exceeds the requirement.

| Land Use | Parking Standards | Parking Required |
|---|---|---|
| Office | 1 space / 250 sf | 80 Spaces |
| Warehousing | | 370 |
| **Spaces Required** | | **450 spaces** |
| **Spaces Provided** | | **460 spaces** |

The northernmost 60 feet of the site is in the PS zone. CUP No. 2000-04 required an easement restricting the parking in this area to public parking to maintain consistency with the intent of the PS zone. The site plan includes 118 parking spaces in the PS zone. Conditions are recommended to ensure the easement is recorded against the two new parcels resulting from TPM No. 2023-101 and requiring signage indicating when the parking is open to the public (Monday - Friday 7 p.m. - 6 a.m. and all day Saturday and Sunday) (Condition Nos. 2.7 and 2.8).

The Specific Plan requires loading facilities be screened from off-site view. The Project includes 25 dock-high loading doors for each building facing the interior of the site. The buildings are designed to screen the loading doors from off-site view.

Building Design and Landscaping
The buildings are consistent with the Specific Plan design guidelines and complement the character of surrounding buildings. The buildings are a contemporary architectural style, with a neutral color palate and a variety of materials. Each building features a prominent primary entrance, which is enhanced by increased building height, a canopy, and blue reflective glazing. The buildings are sustainably designed, including:

- Leadership in Energy and Environmental Design (LEED) Certified
- Carbon-neutral construction (applicant will offset 100% of construction emissions)
- Photovoltaic solar arrays
- Electric vehicle chargers for customers and employees

The project will install a new sidewalk along the entire property frontage of Plaza Drive, which is required for Americans with Disabilities Act (ADA) compliance. There are approximately 32 trees located on the property line which must be removed to accommodate the sidewalk. The City makes every attempt to preserve mature trees when a development is proposed, and only permits removal when the tree is not healthy, presents a safety risk, or when preserving it is not feasible. For the trees to remain with the installation of the required ADA sidewalk, the sidewalk would have to be built outside the 10-foot wide landscaped berm the borders the site. This is not possible because:

1. If the new sidewalk were built into the right-of-way, it would encroach into Plaza Drive narrowing the road and creating misalignment between the north and south sides
2. If the new sidewalk were built on the site, it would require eliminating 93 parking spaces, which would prevent the project from meeting the Specific Plan parking requirement and its

limit potential for office uses
3. The trees and the landscape berm do meet the City's Water Efficient Landscape Ordinance
4. The trees have likely reached the end of their life expectancy and are unlikely to survive installation of the new Municipal Code compliant landscaping and irrigation

The applicant will replace the trees along the property frontage at a one-to-one ratio and the project will include 20 sf of water efficient landscaping per parking space which must meet Specific Plan standards for the number and size of trees, shrubs, and ground cover.

Traffic Impacts

A traffic impact analysis was prepared to determine the number of trips the project would generate and the impact on nearby intersections. The analysis found that the project is not anticipated to result in any operational or level of service deficiencies with the implementation of the required mitigation measures included in the Mitigation Monitoring and Reporting Program. The project is anticipated to generate a 692 total daily trips, with 35 trips during the AM peak hour and 43 trips in the PM peak hour. Compared to the existing use (when fully occupied), this is a net decrease of 690 daily trips, with associated net decreases during the AM and PM peak hours. While the overall traffic impact is a reduction from the existing use, there is an increase in four-axle truck traffic (trucks more than 50 feet long). The project will generate approximately 108 truck trips per day, while the existing use generates 94 (an increase of 14 four-axle truck trips per day). The applicant's traffic engineer prepared the attached traffic generation and truck trip distribution summary. Although the project is not anticipated to create a traffic impact, the applicant will contribute $150,000 for traffic signal improvements at Valley View Street and Plaza Drive.

A vehicle miles traveled (VMT) analysis was also prepared and concluded the project will have a less than significant VMT impact.

Tentative Parcel Map

The proposed tentative parcel map divides the existing lot into two parcels. The east parcel (Building 1) is 10.27 acres and the west parcel (Building 2) is 8.37 acres. With the recommended conditions of approval, the map complies with all requirements of the Municipal Code and Subdivision Map Act.

**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.*

*LU-10: Carefully regulate future development in the Business Park to ensure the current high quality environment is maintained.*

The project will contribute to the Business Park's continued economic vitality by replacing an older warehouse with contemporary buildings. The project is compatible with surrounding warehousing and office uses and the design of the building integrates well with the Specific Plan. The project will update parking and landscaping, further enhancing the site and surrounding area.

**ENVIRONMENTAL REVIEW**

Initial Study/Mitigated Negative Declaration (IS/MND)

An IS/MND were prepared in accordance with CEQA guidelines and made available for a 20-day public review period from February 6 through February 27, 2023. The IS/MND provides an analysis of all State-mandated environmental issue areas and found the project will have no potential impact or a less than significant impact with the implementation of the mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP). The MMRP also includes measures to ensure regulatory compliance with other City and State regulations.

**PUBLIC HEARING / PUBLIC OUTREACH PROCESS**
Public hearing notices were posted and mailed to all property owners within 500 feet of the project and to those who responded to the Draft IS/MND. All public noticing requirements have been met. Two letters in support of the project (attached) were received prior to releasing the agenda report. Written comments submitted by 3 p.m. on April 10 will be part of the public hearing administrative 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;
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

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**Attachments**

Site Plan Review Resolution
Tentative Parcel Map Resolution
Project Conditions
Initial Study Mitigated Negative Declaration and Mitigation Monitoring Program
Tentative Parcel Map
Vicinity Map
Project Plans
Truck Generation and Distribution Memo
Cypress Land Letter of Support
Chamber of Commerce Letter of Support
Public Comment - Warland Investments Company

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# TENTATIVE PARCEL MAP NO. 2023-101

## PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CYPRESS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: APN: 241–101–25

PARCEL 2, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000–03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 200000453704,OFFICIAL RECORDS.

EXCEPTING FROM A PORTION OF SAID LAND ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERAL ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME AND TO MAKE SUCH USE OF SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, DIGGING, BORING OR SINKING OF WELLS, SHAFTS, TUNNELS OR OTHER METHODS, TOGETHER WITH THE FUTURE EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, TO MAKE SUCH USE OF SAID LAND AS MAY BE NECESSARY TO STORE, KEEP, DEPOSIT AND/OR REMOVE ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERALS ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED; PROVIDED, HOWEVER, THAT THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND ABOVE A FIVE HUNDRED FOOT DEPTH IN THE EXERCISE OF ANY OF SAID RIGHTS AS GRANTED TO CONSOLIDATED PACIFIC INVESTMENT COMPANY, BY DEED RECORDED JANUARY 29, 1959, AS INSTRUMENT NO. 14208, IN BOOK 4567, PAGE 496, OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF SAID LAND, ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY IN DEED RECORDED JULY 28, 2000, AS INSTRUMENT NO. 20000396720, OF OFFICIAL RECORDS.

PARCEL B: APN: 241–101–26

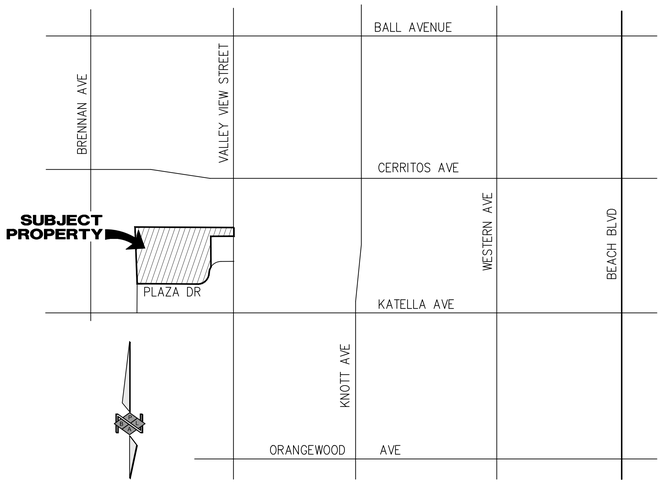
PARCEL 3, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000–03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 200000453704, OF OFFICIAL RECORDS.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CYPRESS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
EXCEPT THEREFROM A PORTION OF SAID LAND ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERAL ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND/OR ASSIGNS, OR INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME AND TO MAKE SUCH USE OF SAID LAND BENEATH THE SURFACE AS IN NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, DIGGING, BORING OR SINKING OF WELLS, SHAFTS, TUNNELS OR OTHER METHODS, TOGETHER WITH THE FURTHER EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND/OR ASSIGNS, TO MAKE SUCH USE OF SAID LAND AS MAY BE NECESSARY TO STORE, KEEP, DEPOSIT AND/OR REMOVE ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERAL ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, PROVIDED, HOWEVER, THAT THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND ABOVE A FIVE HUNDRED FOOT DEPTH IN THE EXERCISE–OF ANY SAID RIGHTS AS GRANTED TO CONSOLIDATED PACIFIC INVESTMENT COMPANY, BY DEED RECORDED JANUARY 29, 1959 AS INSTRUMENT NO. 14208, IN BOOK 4567, PAGE 496, OF OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF SAID LAND ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY IN DEED RECORDED JULY 28, 2000 AS INSTRUMENT NO. 200000396720, OF OFFICIAL RECORDS.

PARCEL C:

A RIGHT–OF–WAY FOR PURPOSES OF INGRESS, EGRESS, DRIVEWAY AND INCIDENTAL PURPOSES OVER A PORTION OF PARCEL 3 OF PARCEL MAP 84–1113, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 191, PAGES 3 THROUGH 5 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS SET FORTH IN THAT CERTAIN GRANT OF RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED FEBRUARY 11, 1986 AS INSTRUMENT NO. 86–057178, OF OFFICIAL RECORDS.



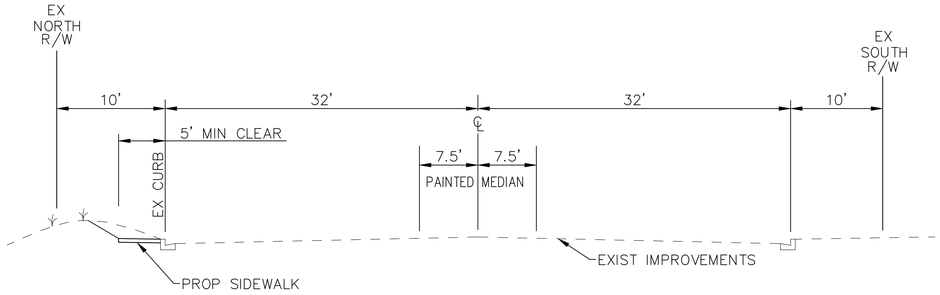

**VICINITY MAP**
NOT TO SCALE

*NO LETTERED PARCELS*

BOUNDARY . . . . 18.64 AC / 811,692 SF
PARCEL 1 . . . . 8.37 AC / 364,546 SF
PARCEL 2 . . . . 10.27 AC / 447,146 SF

## PROIJECT DATA

PARCELS ARE INTENDED FOR INDUSTRIAL USE
BUILDING 1 – 199,909 SF – 5,000 SF MEZZ
BUILDING 2 – 180,359 – 5,000 SF MEZZ INDUSTRIAL BUILDINGS – 42' HEIGHT
SPECULATIVE BUILDINGS – SPECIFIC USE UNKNOWN
CURRENT ZONING – MCDONNELL S.P. 1
WATER PURVEYOR – GOLDEN STATE WATER
SEWER PURVEYOR – OC SANITATION DISTRICT & CITY OF CYPRESS



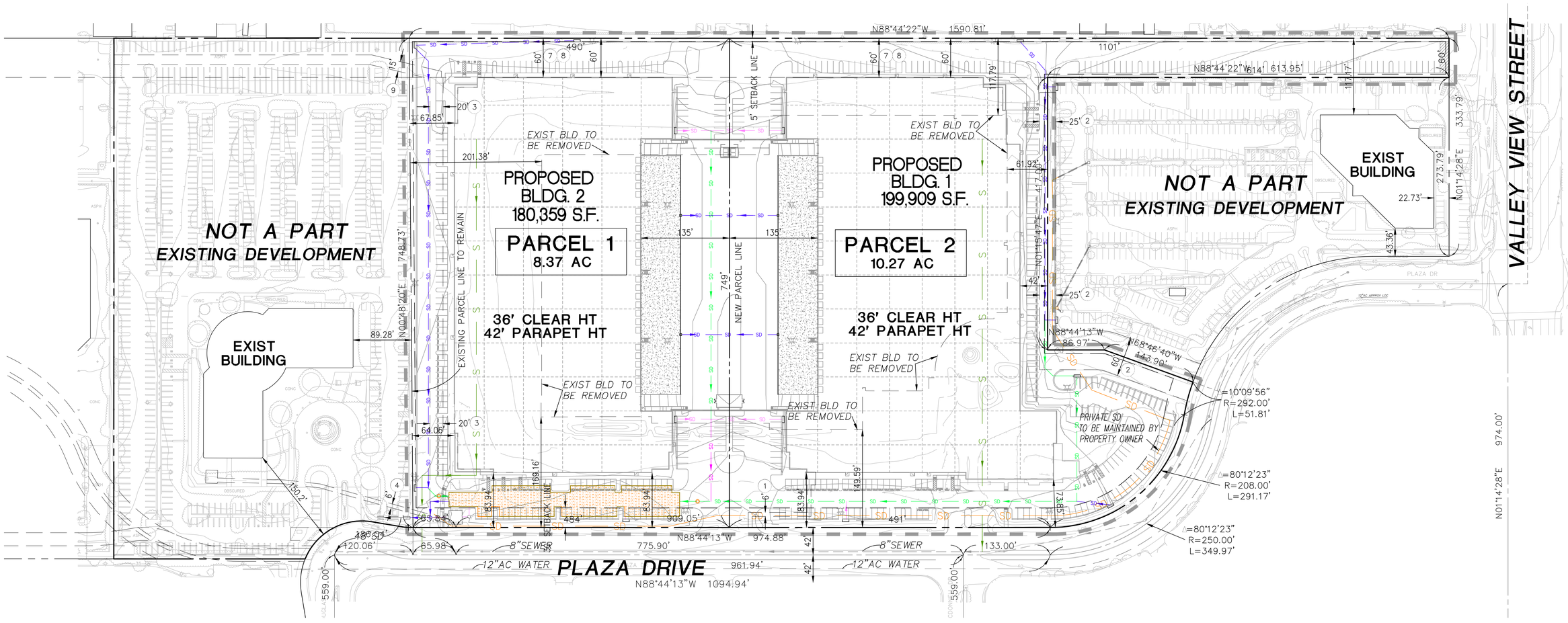

**PLAZA DRIVE**
LOOKING EAST – NTS

| OWNER: | DEVELOPER: | PREPARED BY: |
|---|---|---|
| GLC CYPRESS, LLC<br>18201 VON KARMAN, STE 1170<br>IRVINE, CA 92612 | GLC CYPRESS, LLC<br>18201 VON KARMAN, STE 1170<br>IRVINE, CA 92612 | PBLA ENGINEERING, INC.<br>1809 E. DYER ROAD, #301<br>SANTA ANA, CA. 92705<br>STEVE LEVISEE R.C.E. 45926<br>PREPARATION DATE: Feb 02 2023 |

REGISTERED PROFESSIONAL ENGINEER · STEVEN D. LEVISEE · NO. 45926 EXP. 12-31-24 · CIVIL · STATE OF CALIFORNIA

| JOB NO. |
|---|
| 128-7 |
| SHEET |
| 1 of 2 |

# TENTATIVE PARCEL MAP NO. 2023-101




## EASEMENTS OF RECORD

1. 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 DATE: SEPTEMBER 20, 1984
   - RECORDING NO: AS INSTRUMENT NO. 1984-391696, OFFICIAL RECORDS

2. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
   - ENTITLED: GRANT OF RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT
   - DATED: NOVEMBER 11, 1985
   - EXECUTED BY: MCDONNELL DOUGLAS REALTY COMPANY, A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS MDC REALTY COMPANY, A CALIFORNIA CORPORATION AND SHUWA INVESTMENTS CORPORATION, A CALIFORNIA CORPORATION
   - RECORDING DATE: FEBRUARY 11, 1986
   - RECORDING NO: AS INSTRUMENT NO. 1986-057178, OFFICIAL RECORDS

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
   - PURPOSE: INGRESS AND EGRESS
   - RECORDING DATE: JULY 1, 1986
   - RECORDING NO: AS INSTRUMENT NO. 1986-280779, OFFICIAL RECORDS

4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
   - GRANTED TO: SOUTHERN CALIFORNIA EDISON
   - PURPOSE: ELECTRICAL FACILITIES AND APPURTENANCES
   - RECORDING DATE: JULY 9, 1990
   - RECORDING NO: AS INSTRUMENT NO. 1990-360215, OFFICIAL RECORDS

7. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
   - ENTITLED: GRANT OF EASEMENT TO THE CITY OF CYPRESS
   - EXECUTED BY: LBA-VF III, LLC, A DELAWARE LIMITED LIABILITY COMPANY
   - RECORDING DATE: SEPTEMBER 7, 2000
   - RECORDING NO: AS INSTRUMENT NO. 2000-0466024, OFFICIAL RECORDS

8. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
   - ENTITLED: COVENANT AGREEMENT
   - EXECUTED BY: LBA-VF III, LLC, A DELAWARE CORPORATION
   - RECORDING DATE: SEPTEMBER 19, 2000
   - RECORDING NO: AS INSTRUMENT NO. 2000-0490225, OFFICIAL RECORDS

9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
   - GRANTED TO: YAESU MUSEN USA, INC., A CALIFORNIA CORPORATION
   - PURPOSE: PUBLIC UTILITIES
   - RECORDING DATE: NOVEMBER 1, 2000
   - RECORDING NO: AS INSTRUMENT NO. 2000589710, OFFICIAL RECORDS

### PROPOSED SEWER and WATER

- SD — 12" STORM DRAIN
- SD — 18" STORM DRAIN
- SD — 24" STORM DRAIN
- SD — 36" STORM DRAIN
- SD — 24" BYPASS STORM DRAIN
- S — 6" SEWER
- UNDERGROUND STORMWATER STORAGE (FOR WATER QUALITY COMPLIANCE)

### LEGEND

- INDICATES NEW DEVELOPMENT SITE AREA
- EXIST BLD TO BE REMOVED
- MAP BOUNDARY

GRAPHIC SCALE

100 0 50 100 200 400

( IN FEET )
1 inch = 100 ft.

| JOB NO. |
| --- |
| 128-7 |
| SHEET |
| 2 of 2 |

**EXHIBIT "A"**

**PROJECT TITLE: SPR NO. 2022-05 & VTPM NO. 2023-101 – GOODMAN COMMERCE CENTER**

**ADDRESS: 5757 PLAZA DRIVE**

**CONDITIONS OF APPROVAL**

## 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. This permit is granted for the plans dated July 1, 2022 and the tentative map dated January 12, 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)*

1.3. 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)*

1.4. 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. 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)*

1.6. All requirements of the Orange County Fire Authority (OCFA), Orange County Health Department, and Cypress Building and Safety Division shall be satisfied prior to commencement of the business operation. *(Planning)*

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

1.8. All applicable conditions of the project shall be complied with prior to occupancy of the subject building. *(Planning)*

1.9. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The modification must be approved in writing by the Planning Director (Conditions of Approval Sections 1-8), City Engineer (Conditions of Approval Sections 9-22 and 24), and the Police Chief (Conditions of Approval Section 23).

## 2. Planning

2.1. Areas subject to vehicle loading, including internal streets, driveways, etc., shall consist of Portland Cement Concrete (PCC) unless an alternative material is approved in the project WQMP for infiltration purposes. *(Planning)*

2.2. At least two weeks prior to the issuance of the 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)*

2.3. Developer shall submit both a lighting plan showing standard heights and light materials and a photometric plan showing light levels on site and at the adjacent property limits, for design review and approval of the Planning Director. *(Planning)*

2.4. All exterior portions of the site, during the hours of darkness, shall be illuminated with a minimum of one foot-candle of light. In order to minimize light and glare on the project property and adjacent properties, all parking lot and exterior structure

light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. Illumination levels at the property lines shall not exceed .5 foot candles. *(Planning)*

2.5. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. *(Planning)*

2.6. That no vending machines, publication racks, telephones, kiosks, donation bins and similar items shall be permitted outside of the buildings. *(Planning)*

2.7. The easement restricting parking in the 60-foot wide strip on the northern edge of the site shall remain in effect so long as the area is zoned PS-1A. Parking stalls located within the PS-1A zone shall be available for public use from 7:00 p.m. to 6:00 a.m., Monday through Friday, and all day on Saturday and Sunday. *(Planning)*

2.8. Signs shall be installed and maintained at the entrances to the site and within the easement referenced above indicating that the parking area within the easement is available for public parking from 7:00 p.m. to 6:00 a.m., Monday through Friday, and all day on Saturday and Sunday. *(Planning)*

**3. Mitigation Measures**

3.1. Prior to issuance of any grading or building permit associated with implementation of the project, the applicant shall demonstrate compliance with the adopted Mitigation Monitoring and Reporting Program (MMRP), to the satisfaction of the Community Development Department. *(Planning)*

3.2. A copy of the approved Conditions of Approval including Table 6.A Mitigation Monitoring and Reporting Program from the approved Initial Study/Mitigated Negative Declaration, shall be included in all development plans submitted to the City. *(Planning)*

**4. Architectural**

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

4.2. 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)*

4.3. All roof mounted equipment, such as heating and air conditioning units, shall be adequately screened from public view by a parapet wall of equal or greater height than the highest piece of roof mounted equipment or vent, subject to the approval of the Community Development Department. *(Planning)*

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

4.5. During construction, the developer shall provide an adequate number of trash bins at a location acceptable to City staff. Construction bins must be maintained onsite. Bin rental shall be contracted through the City's disposal services contractor. *(Planning)*

## 5. Signage

5.1. 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)*

5.2. 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) (Building and Safety)*

## 6. Landscaping

6.1. To the extent feasible and subject to Planning Director approval, the site shall be landscaped in compliance with the McDonnell Center Specific Plan, including landscape requirements for parking areas and setback areas. *(Planning)*

6.2. A detailed landscape and automatic irrigation plan shall be submitted to the 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 and comply with the provisions of Section IV.D. (Design Concept, Landscape Guidelines) and Section V.H. (Development Regulations, Landscape). *(Planning) (Public Works)*

6.3. All new or revised landscape areas 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 new or revised irrigation shall be provided by a drip or microspray system. *(Planning)*

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

6.5. All trees required to be removed to install the sidewalk along Plaza Drive shall be replaced. The tree species shall be consistent with the McDonnell Center Specific Plan Design Concept (Section IV.D), and subject to Planning Director approval. Replacement trees shall be a minimum of 24" box size. *(Planning)*

## 7. Operational

7.1. All business activity shall occur within the building except for the loading and unloading vehicles which shall occur in the loading docks as indicated on the approved plans. Temporary use permits may be granted for outdoor activity in accordance with Section 19, of the Cypress Zoning Ordinance. *(Planning)*

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

7.3. The parking lot shall be used solely for vehicular parking, unless otherwise approved in writing by the Planning Director. *(Planning)*

## 8. Property Maintenance

8.1. Continuous Maintenance. The Project property owner shall continually maintain the property so that it is visually attractive and not dangerous to the health, safety and general welfare of both on-site users (e.g. employees) and surrounding properties. The property owner shall ensure that all facets of the development are regularly inspected, maintained and that any defects are timely repaired. Among the elements to be maintained, include but are not limited to:

a. 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.
b. 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.

c. The property shall be maintained free of the accumulation of trash and debris. Trash and debris associated with the business operation shall be stored solely in designated trash enclosures.
d. Exterior building elevations shall be maintained such that buildings are free from broken, missing, or significantly cracked surface finished materials.
e. Signage. The developer shall maintain all on-site signs, including posted area signs (e.g. "No Trespassing") in a clean readable condition at all times. The developer shall remove all graffiti and repair vandalism on a regular basis.
f. Lighting. The developer shall maintain any lighting so that they operate properly for safety purposes and do not project onto adjoining properties or roadways.
g. Parking and on-site circulation. The developer shall maintain all parking and on-site circulation requirements, including surfaces, all markings and traffic/directional signs in an un-faded condition as identified on the approved site plan.

*(Planning)*

8.2. The property owner shall maintain the site, the publicly accessible interior, and publicly 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 48 hours once notified in writing by the City. *(Planning)*

## 9. Fees

9.1. As applicable, the applicant shall pay the following fees per the adopted Master Fee resolution, as noted below. *(Engineering)*

- Park and Recreation (Prior to issuance of Building Permit)
- Drainage Fee for Master Drainage Plan (Prior to issuance of Building Permit)
- City-wide Traffic Improvement (Prior to issuance of Building Permit)
- Regional Traffic Improvement (Prior to issuance of Building Permit)
- Final Subdivision Map Check (Prior to submittal of Map)
- Sanitary Sewer Connection (Prior to issuance of Building Permit)
- Grading / On-Site (Non-Structural) Plan Check (Prior to submittal of Grading Plans)
- Grading Permit and Inspection (Prior to Permit issuance)
- Building Plan Check (Prior to submittal of Plans)
- Building Permit and Inspection (Prior to Permit issuance)
- Public Improvement Plan Check (Prior to submittal of Plans)
- Public Improvement Permit and Inspection (Prior to Permit issuance)

Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department the required Fish and Wildlife impact fee in the form of a check payable to the **County Clerk-Recorder** in the amount required by the County, to enable the City to file the Notice of Determination pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. *(Planning)*

## 10. Engineering

10.1. 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 two (2) Offsite Improvement bonds (faithful performance and labor and materials), certificates of deposit, letters of credit, completion guarantees, or cash, each in an amount equal to 100% of the engineer's cost estimate 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)*

10.2. 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 one copy printed on mylar with the City title block on all sheets. *(Engineering)*

10.3. 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)

10.4. 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)*

10.5. 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. *(Engineering, Planning)*

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)*

**11. Landscaping within the Public Right-of-Way**

11.1. Prior to or with the submittal of building plans, the applicant shall submit a street landscaping and irrigation plan within the public right-of-way to the City Engineer for approval. The subject landscaping and irrigation plans shall be designed to be in conformance with the City's water efficient landscape ordinance. *(Engineering, Maintenance)*

11.2. The applicant shall post a Landscape bond, equal to 100% of the cost estimate, to guarantee against any defects in plant materials and workmanship. The applicant shall submit a soils report for all planting areas, prepared by a qualified agricultural laboratory to the City Engineer for approval at least 30 days prior to planting date. Test results shall include concentration of nitrogen, phosphorus, potassium, ph, salinity, sodium status, and boron saturation extract. Drought tolerant landscape is encouraged. The landscaping will be irrigated from the private property meter and the applicant or successor in interest will pay for all water. *(Engineering, Maintenance)*

11.3. Prior to issuance of a temporary or final certificate of occupancy, the applicant shall install all new public right-of-way landscaping and irrigation per the approved street landscaping and irrigation plan. *(Engineering, Maintenance)*

*11.4.* 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)*

**12. Sewer and Wastewater**

12.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

12.2. 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. *(Engineering)*

12.3. 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)*

**13. Street Trees**

13.1. 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)*

13.2. The applicant or successor in interest shall trim all trees in the public right-of-way along the property frontage on Plaza Drive annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

**14. Street Lighting**

14.1. The applicant shall bear the full cost of upgrading the existing street lights along the property frontage on Plaza Drive to energy efficient LED fixtures. Street lighting shall be approved by the City Engineer and meet the City of Cypress design standards.

**15. Streets**

15.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new sidewalks and driveway approaches that are compliant with the American Disabilities Act along the property frontage on Plaza Drive. The developer shall comply with the following requirements regarding the improvements:

- Within 90 days issuance of any grading or demolition permit, submit plans to Public Works for both the sidewalk and associated landscaping within the ten-foot parkway strip within the public right of way and obtain approval by the City Engineer prior to approval of the Final Map.
- 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, submit a bond to guarantee its construction acceptable to the City Engineer and maintain a schedule on file with the City Engineer for the work.
- Sidewalks shall be a minimum width of five feet, clear of all obstructions (including utilities, street lights, fire hydrants, etc).
- 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.
- Plant new trees at 1:1 ratio on private property along the property frontage for any tree removed as part of the sidewalk improvements. Submit the size and types of trees and locations for approval to the Planning Director.
- Landscaping within the public right of way parkway strip shall be drought tolerant and water efficient.
- Irrigate all landscaping within the public right-of-way from the private property meter and the developer or successor in interest shall pay for all water.
- The developer 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.
- Grant easements to the City for pedestrian purposes for any sidewalk or driveways, as needed, for compliance with ADA requirements prior to issuance of a permit for construction.

15.2. Remove and replace any damaged street, pavement or other concrete improvements as a result of damage due to this work and appropriately clean the area to the satisfaction of the City Engineer.

15.3. The final map shall show easements for any sidewalk located within private property to the City for pedestrian purposes. (Engineering)

15.4. 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)*

## 16. Subdivisions

16.1. 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 both the Planning

Director and 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. (Engineering, Planning)

## 17. Traffic

17.1. The access driveway to the development shall be designed in accordance with City standards and approved by the City Engineer. *(Engineering)*

17.2. 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)

17.3. No driveway access from Valley View Street shall be permitted.
*(Engineering)* (Driveways)

17.4. 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)

17.5. Mitigation Measure TRA-1: Prior to the issuance of a building permit, the Applicant shall submit a Signage and Striping Plan consistent with the provisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), that directs heavy trucks to the most appropriate access points. The City Engineer, or their designee, shall review and approve the Signage and Striping Plan and confirm it has been incorporated into the project plans prior to the issuance of a building permit. The applicant shall construct all improvements shown on the Signage and Striping Plan or as required by the City , prior to the issuance of any Certificate of Occupancy. All costs for the improvements including, but not limited to, design, construction, construction management, permitting and inspection shall be the sole responsibility of the applicant. *(Engineering)* (Construction of Traffic Improvements)

17.6. Prior to the issuance of any certificate of occupancy, the Applicant shall install a stop control on the southbound approach of all project driveways to implement a cross-street stop-controlled intersection. Driveways will accommodate site access for passenger cars and will accommodate full access (no turn restrictions). Left turn storage into the Project is anticipated to be accommodated by the painted median.
*(Engineering)* (Construction of Traffic Improvements)

17.7. Prior to the issuance of any certificate of occupancy, Plaza Drive shall be restriped to accommodate the anticipated increased truck traffic and reduce conflicts at the driveways. The Signing and Striping plan shall be reviewed and approved by the City Engineer, or their designee, prior to installation. All costs for the improvements including, but not limited to, design, construction, construction management, permitting and inspection shall be the sole responsibility of the applicant.
*(Engineering)* (Construction of Traffic Improvements)

17.8. Prior to the issuance of any building permits, the applicant shall pay to the City $150,000 for traffic signal and intersection improvements at the intersection of Valley View Street and Plaza Drive. The City will design and construct the improvements.

## 18. Utilities

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

18.2. 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)*

## 19. Drainage

19.1. 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.

**20. Storm Water Quality – National Pollutant Discharge Elimination System**

a. 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.

b. Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a 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:

i. Utilize the City's current WQMP template;
ii. Utilize the City's online WQMP application system for submittal;
iii. 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;
iv. Incorporate Routine Source Control BMPs as defined in the DAMP;
v. Include post-construction Treatment Control BMP(s) as defined in the DAMP;
vi. 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.

c. 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.

d. The 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 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:

   i. 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
   ii. Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
   iii. 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
   iv. Agree to provide a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City

deems necessary

v. 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

vi. 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.

vii. Demonstrate that the applicant has RECORDED one of the following:

- 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;
- A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
- The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

h) 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.

i) All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint, or approved equal, to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

j) 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. Trash Enclosures for projects regulated by the current NPDES Permit may be required to design to slope to an interior trapped area floor drain and connected to a pre-treatment device such as an interceptor or clarifier before plumbing to the sanitary sewer system. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Enclosures for air compressors must include a roof installation similar to trash enclosures, and direct water from entering the enclosure. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

k) Any areas, including but not limited to delivery areas/handling docks and outdoor work areas to be utilized for material storage and handling must be covered, constructed on impermeable pavement, designed to eliminate run-

on from other areas, and be graded and constructed to prevent runoff from the area Additionally, the development must be designed and constructed with no drain in this area. If these conditions cannot be met, BMPs such as oil/water separators, sand filters, and/or detention basins must be installed to treat all stormwater runoff before it is discharged to the storm drain system. If other areas drain onto the area, treatment for these areas must be included in the design of BMPs. The design must be submitted to the City Engineer for review and approval before the issuance of grading permit. *Loading/truck docks are not required to be covered if no material handling/ storage occurs in these areas.*

l) Food facilities, including industrial kitchens or bakeries, 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.

m) 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.
    - *Any proposed work in the public right-of-way will require that the ESCP is submitted to the City for review and approval and shall describe how the applicant will ensure that all BMPs will be maintained during construction. 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.*

n) 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 No. 2009-009- DWQ as amended) 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.

o) If a change of ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, development must provide the City with Proof of a Change of Information form (COI) with the State GCP.

p) Prior to issuance of certificate of occupancy, the applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, 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.

q) The owner is responsible for maintaining and operating all on-site private improvements.

r) All property areas must be maintained free of litter/debris.

s) 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.

t) Generator or tank enclosure areas must be paved with impermeable material. No other area may drain onto these areas. The enclosure area must not drain to the storm drain system or the sanitary sewer and all cleanups must be performed using dry cleanup methods. There must be no slope on the interior floor of the enclosure and the area must be bermed to prevent run-on of stormwater. The generator or tank must have adequate secondary

containment to contain 110 percent of fuel or liquid in tank in event of a spill.

u) 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.

v) 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.

w) Prior to grading or building permit close-out and or the issuance of a certificate of occupancy, the applicant must demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (NOI) submitter to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing coverage under the current Industrial General Permit. Additionally, the applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to obtaining Water Quality permit prior to the issuance of a final certificate of occupancy.

x) Any applicant, occupant 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.

y) The WQMP Improvement Bonds must incorporate all post-construction stormwater devices from the approved WQMP and include two (2) bonds (faithful performance and labor and material) with each equal to 100% of the engineer's cost estimate. These costs will be provided in the WQMP for review and inclusion in the WQMP 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.

z) The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, obtaining a Water Quality permit through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

## 21. Building and Safety

21.1. 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)*

21.2. 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)*

21.3. 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)*

21.4. 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.

- *A grading permit may be issued prior to BMP installation/inspection if the applicant, or the contractor performing the work, posts a cash bond (with compliance schedule) in a form and amount approved by the Public Works Director. Cash bonds will be forfeited if any grading work occurs prior to authorization to proceed. Surrendering the cash bond* ***does not permit*** *the applicant to perform any work not previously authorized.*

*(Building & Safety)*

21.5. 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)*

**22 Solid Waste**

22.1. 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)

22.2. 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)

22.3. 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)

22.4. 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)*

## 23. Security

23.1. 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.)*

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

23.3. All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s). *(Police Department)*

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

23.5. The applicant will provide a Crime Prevention through Environmental Design study for approval by the planning and police departments. *(Police Department)*

23.6. The business shall install a surveillance camera system, colored monitor, and silent alarm. *(Police Department)*

## 24. Fire

24.1. The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified. Specific submittal requirements may vary from these listed below.

*Prior to issuance of a building permit, if a grading permit is not required:*

- Fire master plan (service code PR145)

*Prior to issuance of a building permit:*

- Architectural (service codes PR200/PR224)
- Tanks storing hazardous materials (service codes PR300-PR305)

- Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- Fire sprinkler system (service codes PR400-PR465)

24.2 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 approval shall be obtained for a fire master plan.

24.3 Irrevocable reciprocal access easements for emergency access purposes to the benefit of the Cypress shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

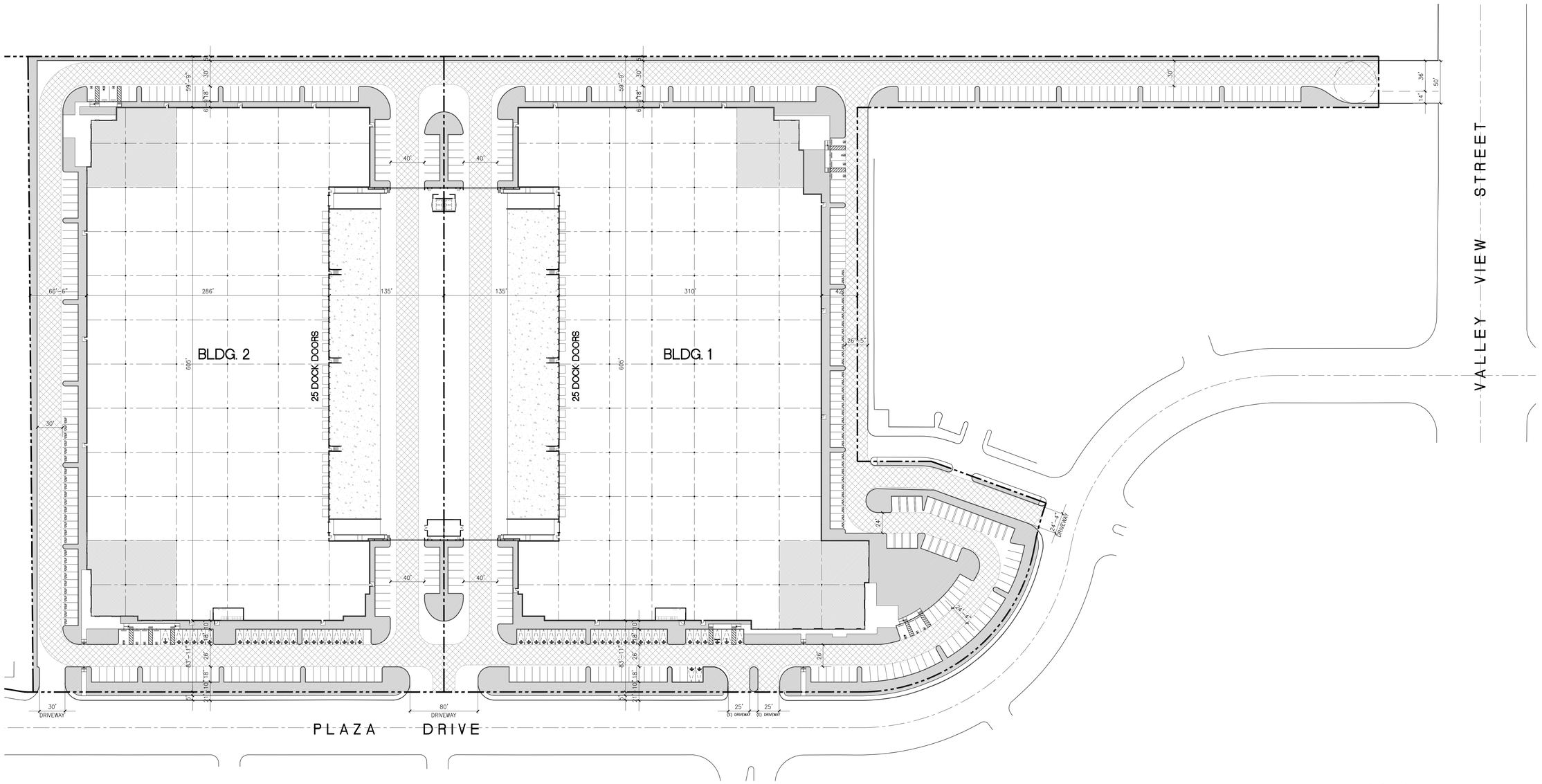
24.5 After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

Effective: 2/27/22

SECTIONS

1. General
2. Planning
3. Mitigation Measures
4. Architectural
5. Signage
6. Landscaping
7. Operational
8. Property Maintenance
9. Fees
10. Engineering
11. Landscaping in the Public Right-of-Way
12. Sewer and Wastewater
13. Street Trees
14. Street Lighting
15. Streets
16. Subdivisions
17. Traffic
18. Utilities
19. Drainage
20. Storm Water Quality
21. Building & Safety
22. Solid Waste

23. Security
24. Fire




OVERALL SITE PLAN (A)
scale: 1"= 50'-0"

SCALE: 1"= 50'-0"
0 50' 100' 150'
TRUE NORTH

## PROPERTY OWNER

GLC CYPRESS LLC
18201 VON KARMAN AVE., STE 1170
IRVINE, CA 92612
949-407-0118
BLAIR.DAHL@GOODMAN.COM

## ADDRESS OF THE PROPERTY

5757 PLAZA DRIVE, CYPRESS, CA

## ASSESSOR'S PARCEL NUMBER

241-101-26

## LEGAL DESCRIPTION

PARCEL 3, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000-03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 20000453704, OF OFFICIAL RECORDS.
APN: 241-101-26

## ZONING ORDINANCE FOR CITY

MCDONNELL SP I

## APPLICANT

GLC CYPRESS LLC
18201 VON KARMAN AVE., STE 1170
IRVINE, CA 92612
949-407-0118
BLAIR.DAHL@GOODMAN.COM

## APPLICANT'S REPRESENTATIVE

HPA INC.
18831 BARDEEN AVE, STE#100
IRVINE, CA 92612
TEL. NO.: (949) 862-2161
CONTACT: ANDY WIYANTO

## SITE PLAN GENERAL NOTES

1. ALL LIGHTING SHALL CONFORM WITH MUNICIPAL STANDARDS.
2. SEE CIVIL AND STRUCTURAL FOR SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. REFER TO CIVIL PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. REFER TO CIVIL DWGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. REFER TO CIVIL DRAWINGS.
8. CONTRACTOR TO REFER TO CIVIL DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. REFER TO CIVIL DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. ALL SIGNAGE SHALL CONFORM WITH THE MUNICIPAL STANDARD.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. SITE PLAN SHALL MEET ALL ENGINEERING AND NPDES REQUIREMENT.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. ALL VERTICAL MOUNTING POLES OF CHAIN LINK FENCING SHALL BE CAPPED.
19. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

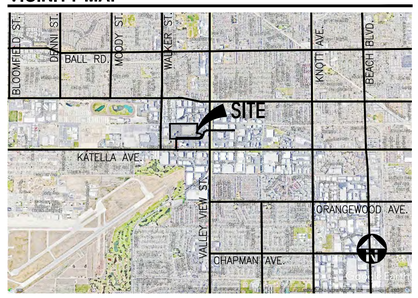
## SITE PLAN GENERAL NOTES

- CONCRETE PAVING – RE: CIVIL DRAWINGS THICKNESS
- STANDARD PARKING STALL 9' X 18'
- ACCESSIBLE PARKING STALL, 9'X18+5'W ACCESSIBLE AISLE
- VAN ACCESSIBLE 12'X18'+5'W ACCESSIBLE AISLE
- EV PARKING
- CLEAN AIR/VANPOOL/EV (PROVIDE CONDUIT FOR FUTURE EV CHARGING) STALL (9' X 18')
- EV AMBULATORY PARKING STALL (10' X 18')
- LIGHT STANDARD
- 26' WIDE FIRE LANE. PROVIDE RED CURBS AND SIGNAGE PER FIRE DEPT REQUIREMENT

## PROJECT DATA

| | BLDG.1 | BLDG.2 | TOTAL |
|---|---|---|---|
| **SITE AREA** | | | |
| In s.f. | 447,173 | 364,548 | 811,721 s.f. |
| In acres | 10.27 | 8.37 | 18.63 ac |
| **BUILDING AREA** | | | |
| Office 1st Floor | 5,000 | 5,000 | 10,000 s.f. |
| Office 2nd Floor | 5,000 | 5,000 | 10,000 s.f. |
| Warehouse | 194,909 | 175,359 | 370,268 s.f. |
| TOTAL | 204,909 | 185,359 | 390,268 s.f. |
| **COVERAGE** | 45.8% | 50.8% | 48.1% |
| **AUTO PARKING REQUIRED** | | | |
| Office: 1/250 s.f. | 40 | 40 | 80 stalls |
| Whse: 1/1,000 s.f. | 195 | 175 | 370 stalls |
| TOTAL | 235 | 215 | 450 stalls |
| **AUTO PARKING PROVIDED** | | | |
| Standard (9' x 18') | 214 | 125 | 339 stalls |
| ADA Standard (9' x 18') | 5 | 5 | 10 stalls |
| ADA VAN (12' x 18') | 2 | 2 | 4 stalls |
| Clean Air Van Pool / EV (9'x18') | 32 | 26 | 58 stalls |
| Future EV Charging Std. (9'x18') | 24 | 20 | 44 stalls |
| ADA EV Charging Std. (9'x18') | 1 | 1 | 2 stalls |
| ADA EV Charging Van (12'x18') | 1 | 1 | 2 stalls |
| ADA EV Charging Ambulatory (10'x18') | 1 | 0 | 1 stalls |
| TOTAL | 280 | 180 | 460 stalls |
| **ZONING ORDINANCE FOR CITY** | | | |
| Zoning Designation -Mc Donnell Center(PC-3) | | | |
| **MAXIMUM BUILDING HEIGHT ALLOWED** | | | |
| Height - 99' | | | |
| **MAXIMUM FLOOR AREA RATIO** | | | |
| FAR- 70% | | | |
| **SETBACKS** | | | |
| Building | Landscape | | |
| Front - 30' | 10' | | |
| Rear - 5' | 5' | | |

## VICINITY MAP




OFFICIAL USE ONLY

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT
YONG NAM
C-29451
3-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Owner:

Goodman

Project:

Goodman Commerce Center

Consultants:

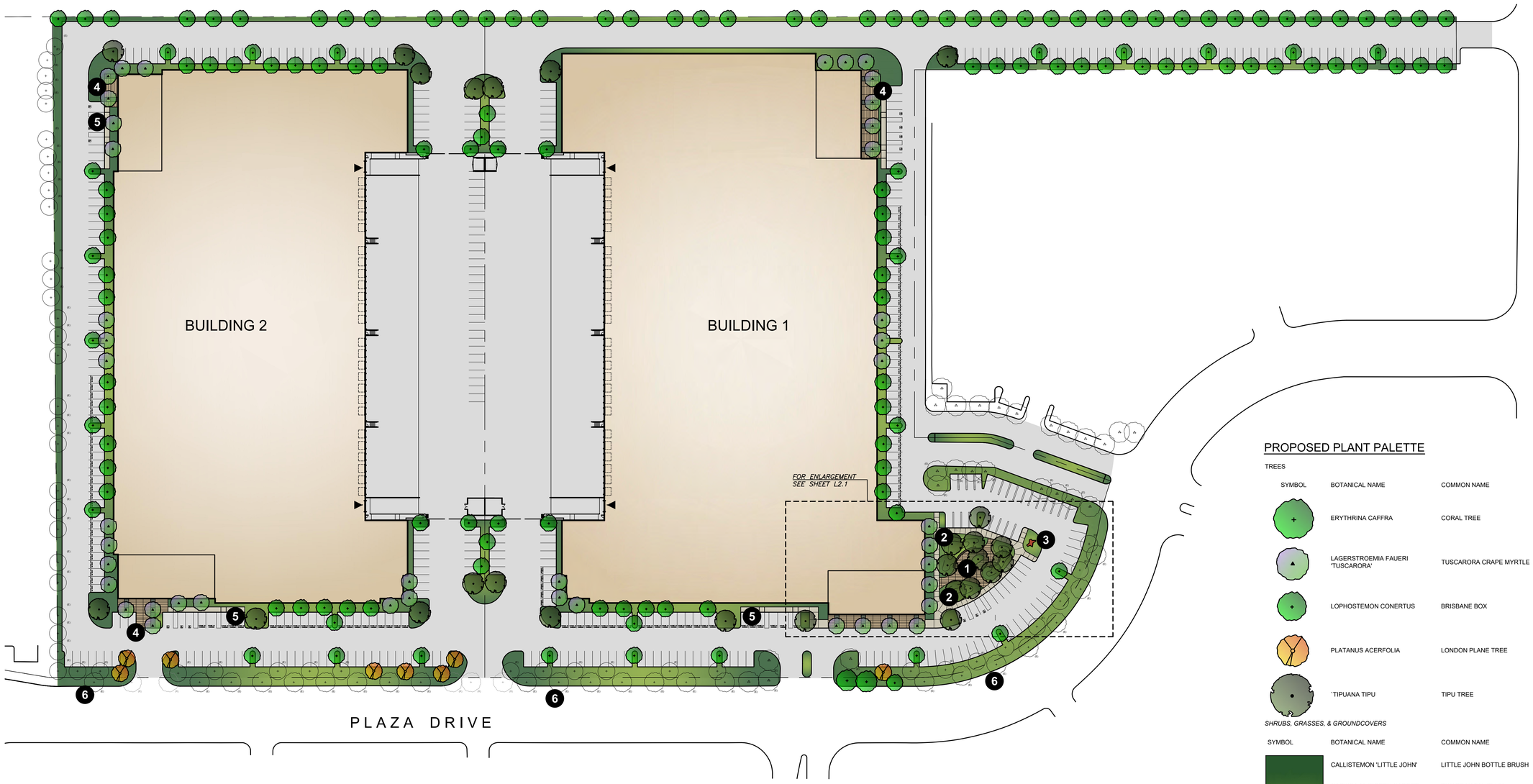
CIVIL
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE
FIRE PROTECTION
SOILS ENGINEER

Title: MASTER SITE PLAN

Project Number: 21196
Drawn by: AW
Date: 07/01/22
Revision:

Sheet:

0-DAB-A1.0




## LEGEND

1. OUTDOOR SEATING AREA W/ ENHANCED CONCRETE PAVING
2. SPECIMEN TREES IN MOUNDED LANDSCAPE AREAS
3. PUBLIC ART - SCULPTURE TO BE VISIBLE UPON ENTRY TO SITE
4. ENHANCED PAVING AT BUILDING ENTRY
5. CONCRETE WALKWAYS
6. EXISTING TREES TO BE PROTECTED IN PLACE

## EXISTING PLANT SCHEDULE

TREES

| SYMBOL | BOTANICAL NAME | COMMON NAME | COMMENTS |
|---|---|---|---|
| + | PLATANUS ACERFOLIA | LONDON PLANE | DECIDUOUS CANOPY |
| ⁂ | ERYTHRINA CAFFRA | CORAL | MULTI TRUNK ACCENT |
| + | LOPHOSTEMON CONFERTUS | BRISBANE BOX | EVERGREEN CANOPY |

NOTE: THE LETTER (E) NEXT TO A TREE SYMBOL INDICATES AN EXISTING TREE TO BE PROTECTED IN PLACE. THE LETTER (R) INDICATES AN EXISTING TREE TO BE REMOVED FROM SITE.

## PROPOSED PLANT PALETTE

TREES

| SYMBOL | BOTANICAL NAME | COMMON NAME | SIZE / FORM | HT. X SPRD. X CAL. (MIN.) | WATER USE | DESCRIPTION |
|---|---|---|---|---|---|---|
| + | ERYTHRINA CAFFRA | CORAL TREE | 36" BOX | 12' H X 5' W | L | MULT ITRUNK ACCENT |
| ▲ | LAGERSTROEMIA FAUERI 'TUSCARORA' | TUSCARORA CRAPE MYRTLE | 24" BOX STD. | 8'H X 5'W X 4"C | M | FLOWERING TREE |
| + | LOPHOSTEMON CONERTUS | BRISBANE BOX | 24" BOX STD. | 8'H X 5'W | L | EVERGREEN CANOPY |
| ◔ | PLATANUS ACERFOLIA | LONDON PLANE TREE | 24" BOX | 8'H X 5'W | M | DECIDUOUS CANOPY |
| ⁂ | `TIPUANA TIPU | TIPU TREE | 36" BOX STD. | 14' H X 6'W | M | SEMIDECIDUOUS BROAD CANOPY |

*SHRUBS, GRASSES, & GROUNDCOVERS*

| SYMBOL | BOTANICAL NAME | COMMON NAME | SIZE | SPACING | WATER USE | DESCRIPTION |
|---|---|---|---|---|---|---|
| | CALLISTEMON 'LITTLE JOHN' | LITTLE JOHN BOTTLE BRUSH | 5 GAL. | 36" O.C. | L | MIDGROUND FLOWERING SHRUB |
| | CARISSA M. 'GREEN CARPET' | DWARF NATAL PLUM | 1 GAL. | 30" O.C. | L | EVERGREEN LOW SHRUB |
| | CAREX DIVULSA | BERKELEY SEDGE | 1 GAL. | 24" O.C. | L | ORNAMENTAL GRASS |
| | DIANELLA 'LITTLE REV' | LITTLE REV FLAX LILY | 1 GAL. | 24" O.C. | L | UPRIGHT ACCENT |
| | DIANELLA T. 'VARIEGATA' | VARIEGATED FLAX LILY | 5 GAL. | 36" O.C. | M | UPRIGHT ACCENT |
| | HESPERALOE 'BRAKE LIGHTS' | BRAKE LIGHTS YUCCA | 5 GAL. | 36" O.C. | L | UPRIGHT ACCENT |
| | LANTANA MONTEVIDENSIS | PURPLE LANTANA | 5 GAL. | 36" O.C. | L | FLOWERING SHRUB |
| | LANTANA 'NEW GOLD' | NEW GOLD LANTANA | 5 GAL. | 36" O.C. | L | FLOWERING LOW SHRUB |
| | MUHLENBERGIA 'EL TORO' | BULL RUSH | 1 GAL. | 36" O.C. | L | ORNAMENTAL GRASS |
| | OLEA 'MONTRA' | LITTLE OLLIE | 5 GAL. | 48" O.C. | L | LARGE SHRUB |
| | RHAPHIOLEPIS INDICA 'CLARA' | INDIAN HAWTHORN | 5 GAL. | 36" O.C. | L | EVERGREEN SHRUB |
| | WESTRINGIA 'WYNYABBIE GEM' | COAST ROSEMARY | 5 GAL. | 36" O.C. | L | EVERGREEN HEDGE |

WATER USE KEY:
VL = VERY LOW WATER USE, L = LOW WATER USE, M = MODERATE WATER USE, H = HIGH WATER USE. WATER USE STATED IS PER 'WATER USE CLASSIFICATION OF LANDSCAPE SPECIES' (ALSO REFERRED TO AS WUCOLS IV) FOR THE CITY OF CYPRESS.

north

1" = 50'
0 50 100 150

HPA architecture
RLA
8841 RESEARCH DR
SUITE 200
IRVINE • CA 92618
949.387.1323
RIDGELA.COM

Goodman

Preliminary Landscape Plan

# Plaza Dr

Cypress, CA

18831 Bardeen Ave. - Ste. #100
Irvine, CA 92612
(949) 863-1770
www.hparchs.com

November 18th, 2021 / Job #21196

L1.1



PLAZA DRIVE ELEVATION - SOUTH ELEVATION




EAST ELEVATION

HPA architecture
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Landscape Elevations

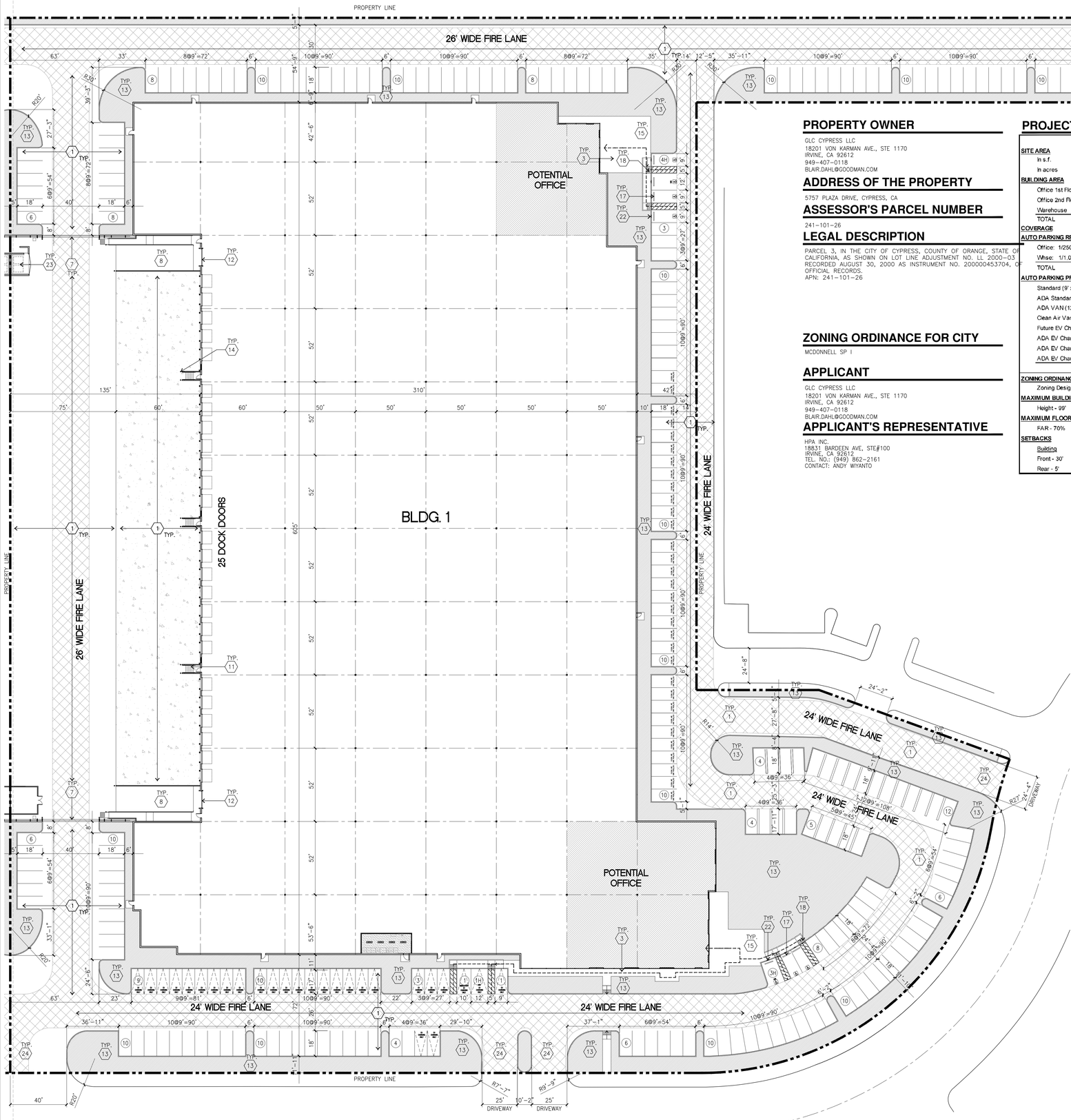
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November 18th, 2021 / Job #21196

L3.1




## PROPERTY OWNER

GLC CYPRESS LLC
18201 VON KARMAN AVE., STE 1170
IRVINE, CA 92612
949-407-0118
BLAIR.DAHL@GOODMAN.COM

## ADDRESS OF THE PROPERTY

5757 PLAZA DRIVE, CYPRESS, CA

## ASSESSOR'S PARCEL NUMBER

241-101-26

## LEGAL DESCRIPTION

PARCEL 3, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000-03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 20000453704, OF OFFICIAL RECORDS.
APN: 241-101-26

## ZONING ORDINANCE FOR CITY

MCDONNELL SP I

## APPLICANT

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949-407-0118
BLAIR.DAHL@GOODMAN.COM

## APPLICANT'S REPRESENTATIVE

HPA INC.
18831 BARDEEN AVE, STE#100
IRVINE, CA 92612
TEL. NO.: (949) 862-2161
CONTACT: ANDY WIYANTO

## PROJECT DATA

| | BLDG.1 | BLDG.2 | TOTAL |
|---|---|---|---|
| **SITE AREA** | | | |
| In s.f. | 447,173 | 364,548 | 811,721 s.f. |
| In acres | 10.27 | 8.37 | 18.63 ac |
| **BUILDING AREA** | | | |
| Office 1st Floor | 5,000 | 5,000 | 10,000 s.f. |
| Office 2nd Floor | 5,000 | 5,000 | 10,000 s.f. |
| Warehouse | 194,909 | 175,359 | 370,268 s.f. |
| TOTAL | 204,909 | 185,359 | 390,268 s.f. |
| **COVERAGE** | 45.8% | 50.8% | 48.1% |
| **AUTO PARKING REQUIRED** | | | |
| Office: 1/250 s.f. | 40 | 40 | 80 stalls |
| Whse: 1/1,000 s.f. | 195 | 175 | 370 stalls |
| TOTAL | 235 | 215 | 450 stalls |
| **AUTO PARKING PROVIDED** | | | |
| Standard (9' x 18') | 204 | 125 | 329 stalls |
| ADA Standard (9' x 18') | 5 | 5 | 10 stalls |
| ADA VAN (12' x 18') | 2 | 2 | 4 stalls |
| Clean Air Van Pool / EV (9'x18') | 32 | 26 | 58 stalls |
| Future EV Charging Std. (9'x18') | 24 | 20 | 44 stalls |
| ADA EV Charging Std. (9'x18') | 1 | 1 | 2 stalls |
| ADA EV Charging Van (12'x18') | 1 | 1 | 2 stalls |
| ADA EV Charging Ambulatory (10'x18') | 1 | 0 | 1 stalls |
| | 270 | 180 | 450 stalls |

**ZONING ORDINANCE FOR CITY**
Zoning Designation -Mc Donnell Center(PC-3)

**MAXIMUM BUILDING HEIGHT ALLOWED**
Height - 99'

**MAXIMUM FLOOR AREA RATIO**
FAR - 70%

**SETBACKS**

| Building | Landscape |
|---|---|
| Front - 30' | 10' |
| Rear - 5' | 5' |

## VICINITY MAP




## SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT
2. FUTURE POLE SIGN TBD.
3. CONCRETE WALKWAY, MEDIUM BROOM FINISH
4. 14'-6" HIGH CONCRETE TILT UP SCREEN WALL WITH 16'-0" HIGH PILASTER.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. PROPOSE TRANSORMER LOCATION.
7. 8'-0" HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY. CONTRACTOR TO DESIGN & DETAIL GATES. DRAWINGS AND CALCULATIONS PRIOR TO FABRICATION. PROVIDE CONDUIT FOR FUTURE.
8. CONCRETE RAMP.
9. BIKE RACK TYPICAL.
10. FIRE HYDRANT W/ CONC. FILLED STEEL GUARD POST
11. EXTERIOR CONCRETE STAIR.
12. 12'W X 14H' OVERHEAD DOOR @ DRIVE THRU.
13. ALL LANDSCAPE AREAS INDICATED BY SHADING
14. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
15. ENHANCED HARDSCAPE - PAVING FINISH A (VEHICULAR)
    1. SEE CIVIL PLANS WHERE CONCRETE CURBS OCCUR. BANDS TO BE SEPARATED FROM CURB WITH EXPANSION JOINT.
    2. PERIMETER BAND WITH TOLLED JOINTS"
    3. INTERIOR ACCENT PAVING
    3.1. PROVIDE TOOLED CONTROL JOINTS AT 48" O.C, AT 45 DEGREES EACH DIRECTION.
    3.2. CENTER OVERALL PATTERN WITHIN PERIMETER BAND
    SUCH THAT THERE ARE NOT SMALL TRIANGLE PIECES WITH SIDES LESS THAN 3" LONG.
16. TRASH COMPACTOR PROVIDED BY OWNER
17. PRE-CAST CONC. WHEEL STOP.
18. TRUNCATED DOME.
19. GRADE LEVEL EXIT DOOR CONNECTED TO PATH OF TRAVEL
20. 8'-0" HIGH BLACK PAINTED METAL TUBULAR FENCE
21. ACCESSIBLE ENTRY SIGN.
22. ACCESSIBLE PARKING STALL SIGN
23. TRASH ENCLOSURE
24. ENHANCED CONCRETE PAVING
25. PAINTING STRIPS
26. EMPLOYEE PATIO BREAK AREA
27. 10'-0" HIGH CONCRETE TILT UP SCREEN WALL

## SITE PLAN GENERAL NOTES

1. ALL LIGHTING SHALL CONFORM WITH MUNICIPAL STANDARDS.
2. SEE CIVIL AND STRUCTURAL FOR SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. REFER TO CIVIL PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. REFER TO CIVIL DWGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. REFER TO CIVIL DRAWINGS.
8. CONTRACTOR TO REFER TO CIVIL DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. REFER TO CIVIL DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. ALL SIGNAGE SHALL CONFORM WITH THE MUNICIPAL STANDARD.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. SITE PLAN SHALL MEET ALL ENGINEERING AND NPDES REQUIREMENT.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. ALL VERTICAL MOUNTING POLES OF CHAIN LINK FENCING SHALL BE CAPPED.
19. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

## SITE PLAN GENERAL NOTES

- CONCRETE PAVING - RE: CIVIL DRAWINGS THICKNESS
- STANDARD PARKING STALL 9' X 18'
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- LIGHT STANDARD
- 26' WIDE FIRE LANE. PROVIDE RED CURBS AND SIGNAGE PER FIRE DEPT REQUIREMENT

OVERALL SITE PLAN
scale: 1"= 30'-0" (A)

SCALE: 1"= 30'-0"
0 30' 60' 90'
TRUE NORTH

**OFFICIAL USE ONLY**


HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com


LICENSED ARCHITECT YONG NAM C-29451 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

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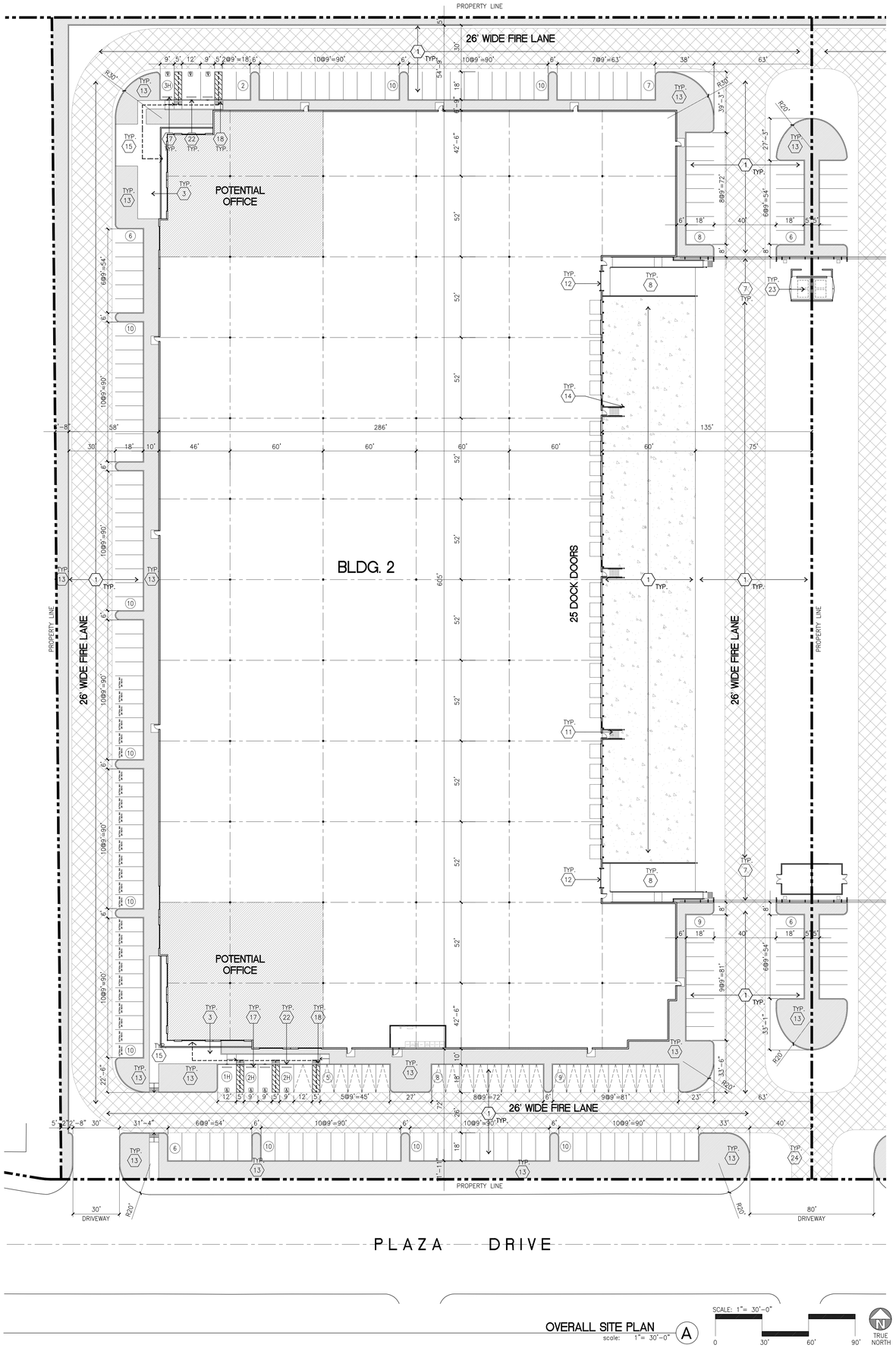
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Goodman Commerce Center

Consultants:
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LANDSCAPE
FIRE PROTECTION
SOILS ENGINEER

Title: OVERALL SITE PLAN

Project Number: 21196
Drawn by: AW
Date: 07/01/22
Revision:

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OVERALL SITE PLAN
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MCDONNELL SP I

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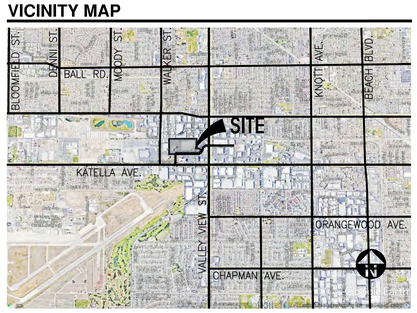
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## SITE PLAN GENERAL NOTES

- CONCRETE PAVING - RE: CIVIL DRAWINGS THICKNESS
- STANDARD PARKING STALL 9' X 18'
- ACCESSIBLE PARKING STALL, 9'X18+5'W ACCESSIBLE AISLE
- VAN ACCESSIBLE 12'X18'+5'W ACCESSIBLE AISLE
- EV PARKING
- CLEAN AIR/VANPOOL/EV (PROVIDE CONDUIT FOR FUTURE EV CHARGING) STALL (9' X 18')
- EV AMBULATORY PARKING STALL (10' X 18')
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- 26' WIDE FIRE LANE. PROVIDE RED CURBS AND SIGNAGE PER FIRE DEPT REQUIREMENT

## VICINITY MAP




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irvine, ca
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tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT VONG NAM C-29451 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

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NORTH ELEVATION



WEST ELEVATION



PLAZA DRIVE ELEVATION - SOUTH ELEVATION




EAST ELEVATION

JOB NO. 21196.00

HPA architecture

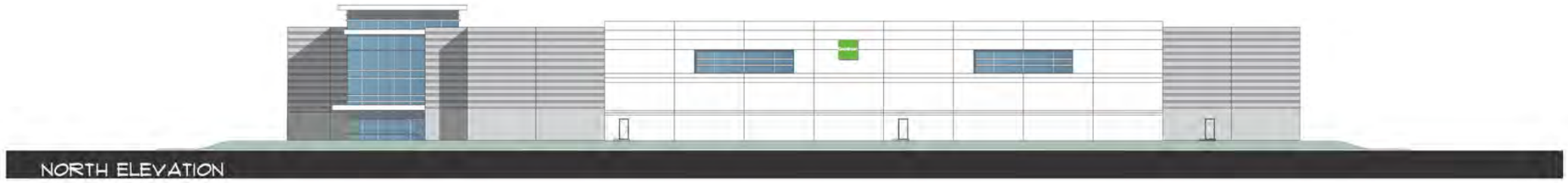
11.16.2021

BUILDING 1 ELEVATIONS - 36' CLEAR

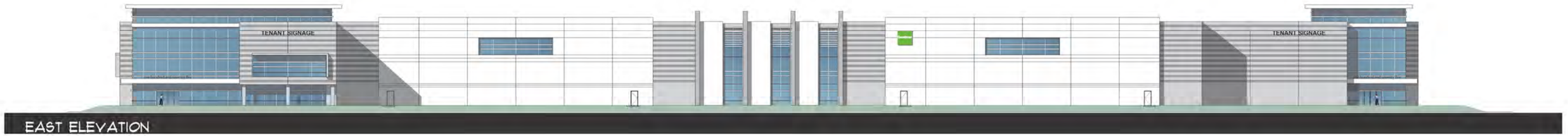
# PLAZA DRIVE

CYPRESS, CALIFORNIA

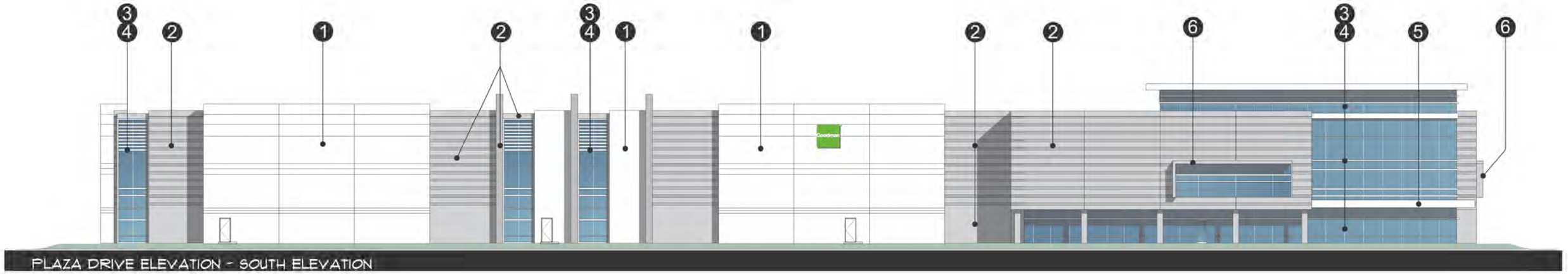
Goodman



NORTH ELEVATION




EAST ELEVATION




PLAZA DRIVE ELEVATION - SOUTH ELEVATION

1 Sherwin Williams
SW 7005
Pure White

2 Sherwin Williams
SW 7071
Gray Screen

3 Clear Anodized
MULLIONS

4 Blue Reflective
GLAZING

5 Sherwin Williams
Acrylic Latex Systems
High Gloss/High performance
in color: SW 7005 Pure White
@ Metal CANOPY

6 Sherwin Williams
Pro-Industrial, Waterbased
B53-1150 Semi-Gloss
SW 7071 Gray Screen
@ metal L-Frame Surround Canopy

JOB NO. 21196.00

HPA architecture

11.15.2021

BUILDING 1 ELEVATIONS & MATERIAL BOARD - 36' CLEAR

# PLAZA DRIVE

CYPRESS, CALIFORNIA

Goodman

# SUBDIVISION IMPROVEMENT AGREEMENT

**by and between**

**CITY OF CYPRESS**

**and**

**GLC CYPRESS LLC**

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN**

**THE CITY OF CYPRESS**

**AND**

**GLC CYPRESS LLC**

**Agreement Date**: 10/14/24

**Subdivider Name**: GLC CYPRESS LLC

**Subdivision Description**: 5775 and 5885 Plaza Drive (formerly 5757 Plaza)

**Tentative Map No.**: 2023-101

**Estimated Total Cost of Improvements**: $186,943.57

**Estimated Total Cost of Monumentation**: $8,000 **(**based upon the plans, including individual lots, subdivision boundary and public improvements).

**Security**:

**Bond No.**: K40160607

**Surety**: Federal Insurance Co.

**Designees for the Service of Written Notice**:

| **CITY**: | **SUBDIVIDER**: |
|---|---|
| Doug Dancs<br>Director of Public Works<br><br>City of Cypress<br>5275 Orange Ave<br>Cypress CA 90630<br><br>DDancs@cypressca.org | GLC Cypress LLC<br>3333 Michelson Drive, Suite 1050<br>Irvine, CA 92612<br>(949) 407-0100<br>Attn: Blair Dahl, Vice President – Development<br>Blair.Dahl@goodman.com<br><br>*with a copy to*:<br><br>Goodman North America, LLC<br>3333 Michelson Drive, Suite 1050<br>Irvine, CA 92612<br>Email: usnotices@goodman.com<br>Attn: Legal Affairs<br>Telephone: (949) 407-0100 |
| **CITY PROJECT INSPECTOR** | **SURETY** |
| Daniel Co<br>Permit & Inspection Supervisor<br><br>City of Cypress<br>5275 Orange Ave<br>Cypress CA 90630<br><br>dco@cypressca.org | Name: Federal Insurance Company<br>Address: 515 S. Flower St. 21st Floor<br>Tel: (213) 612-0880<br>Email: lgaribay@sullicurt.com |

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# SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this ____th day of _____, 2024, by and between the CITY OF CYPRESS, a municipal corporation, organized and existing in the County of Orange, under and by virtue of the laws of the State of California, ("CITY"), and GLC CYPRESS LLC, a Delaware Limited Liability Company ("Subdivider").

## RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 2023-101** (the "Map") covering, that certain real property located in the City of Cypress, County of Orange, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the easements shown on the Map. City desires to accept the easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving (Final/Parcel) Map No. 2023-101 for the Property and permitting development of the Property to proceed.

## COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $186,943.57.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner reasonably acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Parcel Map No. 2023-101 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Cypress. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or reasonably desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work and Subdivider shall perform such work to the extent feasible. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer, in its reasonable judgment using City standards, to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to reasonably decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor, provided that the City Engineer's exercise of his/her authority shall be consistent with City standards.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative or Subdivider's contractor on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor to the extent feasible, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work, which City shall promptly schedule. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer, in its reasonable judgment, is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance notice to neighboring property owners and tenants likely to be affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Unless due to its sole negligence or willful misconduct, neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within six (6) months after the Commencement Date. In the event good cause exists as reasonably determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole and reasonable discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities; provided, however, that the City's right to control and regulate phasing of the Works of Improvement shall not be exercised such that it jeopardizes the Subdivider's ability to complete the Works of Improvement within the timeframe specified herein. If the City requires phasing which reasonably impacts the Subdivider's ability to complete the Works of Improvement as required, the timeline for completion shall be extended commensurate with the City's phasing mandate. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing

requirements, as the same now exist or may be amended from time to time, prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's reasonable satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the applicable provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Cypress business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $186,943.57 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $186,943.57 equal to 100% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $8,000.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a

Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $18,695 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Cypress, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement

without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Cypress Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or

should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within thirty (30) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy, or commence to remedy, defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City, upon prior written notice to Subdivider, may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

(a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Subdivider's failure to timely complete construction of the Works of Improvement;

(c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider's failure to perform any other obligation under this Agreement.

Prior to declaring a default as set forth in this Section 8.1, City shall first provide prior written notice to Subdivider describing in reasonable detail such event and Subdivider shall have five (5) business days from receipt of City's notice to cure.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost

of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all actual costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility

for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all actual costs and expenses, including but not limited to fees and charges of architects, engineers, and attorneys, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Unless arising out of the sole negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a commercially reasonable form prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage with reasonable deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage with reasonable deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Cypress, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "Thirty (30) days prior written notice of cancellation shall be given to the City of Cypress in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(iv) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Cypress
Risk Management
5275 Orange Ave.
Cypress CA 90630

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of Orange County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the

Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) 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 of this Agreement does not violate any provisions of any other agreement to which said party is bound.

***[SIGNATURES ON NEXT PAGE]***

**IN WITNESS WHEREOF,** the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

**SUBDIVIDER**
**GLC CYPRESS LLC**

By:_____
(Signature and Date)

Name:_____
(Please type or print name)

Title:_____
(Please type or print title)

**CITY OF CYPRESS**

_____
Peter Grant, City Manager

Dated: _____

**ATTEST:**

By _____
Alisha Farnell, City Clerk

Dated: _____

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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 _____ )

On _____ before me, _____,
*Date* *Here Insert Name and Title of the Officer*

personally appeared _____
*Name(s) of Signer(s)*

_____,

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 _____
*Signature of Notary Public*

*Place Notary Seal Above*

***OPTIONAL***

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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# EXHIBIT “A”

## MAP LEGAL DESCRIPTION

Parcel Map No. 2023-101

In the City of Cypress, County of Orange, State of California

Being a Subdivision of Parcel 3, of Lot Line Adjustment No. LL 2000-03, recorded August 30,2000 as Instrument No. 200000453704, official records said County and State.

## EXHIBIT “B”

## PARCEL MAP 2023-101 CONDITIONS OR APPROVAL / WORKS OF IMPROVEMENT

The Subdivider shall also perform all work and furnish all materials necessary, in the reasonable opinion of the City Engineer or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his reasonable opinion, are necessary or required to complete this work.

Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department the required Fish and Wildlife impact fee in the form of a check payable to the **County Clerk-Recorder** in the amount required by the County, to enable the City to file the Notice of Determination pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. *(Planning)*

## 10. Engineering

10.1. 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 two (2) Offsite Improvement bonds (faithful performance and labor and materials), certificates of deposit, letters of credit, completion guarantees, or cash, each in an amount equal to 100% of the engineer's cost estimate 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)*

10.2. 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 one copy printed on mylar with the City title block on all sheets. *(Engineering)*

10.3. 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)

10.4. 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)*

10.5. 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. *(Engineering, Planning)*

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)*

**11. Landscaping within the Public Right-of-Way**

11.1. Prior to or with the submittal of building plans, the applicant shall submit a street landscaping and irrigation plan within the public right-of-way to the City Engineer for approval. The subject landscaping and irrigation plans shall be designed to be in conformance with the City's water efficient landscape ordinance. *(Engineering, Maintenance)*

11.2. The applicant shall post a Landscape bond, equal to 100% of the cost estimate, to guarantee against any defects in plant materials and workmanship. The applicant shall submit a soils report for all planting areas, prepared by a qualified agricultural laboratory to the City Engineer for approval at least 30 days prior to planting date. Test results shall include concentration of nitrogen, phosphorus, potassium, ph, salinity, sodium status, and boron saturation extract. Drought tolerant landscape is encouraged. The landscaping will be irrigated from the private property meter and the applicant or successor in interest will pay for all water. *(Engineering, Maintenance)*

11.3. Prior to issuance of a temporary or final certificate of occupancy, the applicant shall install all new public right-of-way landscaping and irrigation per the approved street landscaping and irrigation plan. *(Engineering, Maintenance)*

*11.4.* 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)*

**12. Sewer and Wastewater**

12.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

12.2. 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. *(Engineering)*

12.3. 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)*

**13. Street Trees**

13.1. 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)*

13.2. The applicant or successor in interest shall trim all trees in the public right-of-way along the property frontage on Plaza Drive annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

**14. Street Lighting**

14.1. The applicant shall bear the full cost of upgrading the existing street lights along the property frontage on Plaza Drive to energy efficient LED fixtures. Street lighting shall be approved by the City Engineer and meet the City of Cypress design standards.

**15. Streets**

15.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new sidewalks and driveway approaches that are compliant with the American Disabilities Act along the property frontage on Plaza Drive. The developer shall comply with the following requirements regarding the improvements:

- Within 90 days issuance of any grading or demolition permit, submit plans to Public Works for both the sidewalk and associated landscaping within the ten-foot parkway strip within the public right of way and obtain approval by the City Engineer prior to approval of the Final Map.
- 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, submit a bond to guarantee its construction acceptable to the City Engineer and maintain a schedule on file with the City Engineer for the work.
- Sidewalks shall be a minimum width of five feet, clear of all obstructions (including utilities, street lights, fire hydrants, etc).
- 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.
- Plant new trees at 1:1 ratio on private property along the property frontage for any tree removed as part of the sidewalk improvements. Submit the size and types of trees and locations for approval to the Planning Director.
- Landscaping within the public right of way parkway strip shall be drought tolerant and water efficient.
- Irrigate all landscaping within the public right-of-way from the private property meter and the developer or successor in interest shall pay for all water.
- The developer 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.
- Grant easements to the City for pedestrian purposes for any sidewalk or driveways, as needed, for compliance with ADA requirements prior to issuance of a permit for construction.

15.2. Remove and replace any damaged street, pavement or other concrete improvements as a result of damage due to this work and appropriately clean the area to the satisfaction of the City Engineer.

15.3. The final map shall show easements for any sidewalk located within private property to the City for pedestrian purposes. (Engineering)

15.4. 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)*

## 16. Subdivisions

16.1. 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 both the Planning

Director and 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. (Engineering, Planning)

## 17. Traffic

17.1. The access driveway to the development shall be designed in accordance with City standards and approved by the City Engineer. *(Engineering)*

17.2. 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)

17.3. No driveway access from Valley View Street shall be permitted.
*(Engineering)* (Driveways)

17.4. 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)

17.5. Mitigation Measure TRA-1: Prior to the issuance of a building permit, the Applicant shall submit a Signage and Striping Plan consistent with the provisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), that directs heavy trucks to the most appropriate access points. The City Engineer, or their designee, shall review and approve the Signage and Striping Plan and confirm it has been incorporated into the project plans prior to the issuance of a building permit. The applicant shall construct all improvements shown on the Signage and Striping Plan or as required by the City , prior to the issuance of any Certificate of Occupancy. All costs for the improvements including, but not limited to, design, construction, construction management, permitting and inspection shall be the sole responsibility of the applicant. *(Engineering)* (Construction of Traffic Improvements)

17.6. Prior to the issuance of any certificate of occupancy, the Applicant shall install a stop control on the southbound approach of all project driveways to implement a cross-street stop-controlled intersection. Driveways will accommodate site access for passenger cars and will accommodate full access (no turn restrictions). Left turn storage into the Project is anticipated to be accommodated by the painted median.
*(Engineering)* (Construction of Traffic Improvements)

17.7. Prior to the issuance of any certificate of occupancy, Plaza Drive shall be restriped to accommodate the anticipated increased truck traffic and reduce conflicts at the driveways. The Signing and Striping plan shall be reviewed and approved by the City Engineer, or their designee, prior to installation. All costs for the improvements including, but not limited to, design, construction, construction management, permitting and inspection shall be the sole responsibility of the applicant.
*(Engineering)* (Construction of Traffic Improvements)

17.8. Prior to the issuance of any building permits, the applicant shall pay to the City $150,000 for traffic signal and intersection improvements at the intersection of Valley View Street and Plaza Drive. The City will design and construct the improvements.

## 18. Utilities

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

18.2. 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)*

## 19. Drainage

19.1. 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.

**20. Storm Water Quality – National Pollutant Discharge Elimination System**

a. 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.

b. Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a 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:

i. Utilize the City's current WQMP template;
ii. Utilize the City's online WQMP application system for submittal;
iii. 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;
iv. Incorporate Routine Source Control BMPs as defined in the DAMP;
v. Include post-construction Treatment Control BMP(s) as defined in the DAMP;
vi. 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.

c. 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.

d. The 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 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:

   i. 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
   ii. Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
   iii. 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
   iv. Agree to provide a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City

deems necessary

v. 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

vi. 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.

vii. Demonstrate that the applicant has RECORDED one of the following:

- 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;
- A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
- The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

h) 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.

i) All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint, or approved equal, to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

j) 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. Trash Enclosures for projects regulated by the current NPDES Permit may be required to design to slope to an interior trapped area floor drain and connected to a pre-treatment device such as an interceptor or clarifier before plumbing to the sanitary sewer system. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Enclosures for air compressors must include a roof installation similar to trash enclosures, and direct water from entering the enclosure. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

k) Any areas, including but not limited to delivery areas/handling docks and outdoor work areas to be utilized for material storage and handling must be covered, constructed on impermeable pavement, designed to eliminate run-

on from other areas, and be graded and constructed to prevent runoff from the area Additionally, the development must be designed and constructed with no drain in this area. If these conditions cannot be met, BMPs such as oil/water separators, sand filters, and/or detention basins must be installed to treat all stormwater runoff before it is discharged to the storm drain system. If other areas drain onto the area, treatment for these areas must be included in the design of BMPs. The design must be submitted to the City Engineer for review and approval before the issuance of grading permit. *Loading/truck docks are not required to be covered if no material handling/ storage occurs in these areas.*

l) Food facilities, including industrial kitchens or bakeries, 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.

m) 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.
    - *Any proposed work in the public right-of-way will require that the ESCP is submitted to the City for review and approval and shall describe how the applicant will ensure that all BMPs will be maintained during construction. 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.*

n) 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 No. 2009-009- DWQ as amended) 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.

o) If a change of ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, development must provide the City with Proof of a Change of Information form (COI) with the State GCP.

p) Prior to issuance of certificate of occupancy, the applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, 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.

q) The owner is responsible for maintaining and operating all on-site private improvements.

r) All property areas must be maintained free of litter/debris.

s) 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.

t) Generator or tank enclosure areas must be paved with impermeable material. No other area may drain onto these areas. The enclosure area must not drain to the storm drain system or the sanitary sewer and all cleanups must be performed using dry cleanup methods. There must be no slope on the interior floor of the enclosure and the area must be bermed to prevent run-on of stormwater. The generator or tank must have adequate secondary

containment to contain 110 percent of fuel or liquid in tank in event of a spill.

u) 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.

v) 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.

w) Prior to grading or building permit close-out and or the issuance of a certificate of occupancy, the applicant must demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (NOI) submitter to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing coverage under the current Industrial General Permit. Additionally, the applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to obtaining Water Quality permit prior to the issuance of a final certificate of occupancy.

x) Any applicant, occupant 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.

y) The WQMP Improvement Bonds must incorporate all post-construction stormwater devices from the approved WQMP and include two (2) bonds (faithful performance and labor and material) with each equal to 100% of the engineer's cost estimate. These costs will be provided in the WQMP for review and inclusion in the WQMP 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.

z) The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, obtaining a Water Quality permit through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

## 21. Building and Safety

21.1. 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)*

21.2. 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)*

21.3. 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)*

21.4. 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.

- *A grading permit may be issued prior to BMP installation/inspection if the applicant, or the contractor performing the work, posts a cash bond (with compliance schedule) in a form and amount approved by the Public Works Director. Cash bonds will be forfeited if any grading work occurs prior to authorization to proceed. Surrendering the cash bond* ***does not permit*** *the applicant to perform any work not previously authorized.*

*(Building & Safety)*

21.5. 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)*

**22 Solid Waste**

22.1. 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)

22.2. 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)

22.3. 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)

22.4. 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)*

## 23. Security

23.1. 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.)*

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

23.3. All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s). *(Police Department)*

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

23.5. The applicant will provide a Crime Prevention through Environmental Design study for approval by the planning and police departments. *(Police Department)*

23.6. The business shall install a surveillance camera system, colored monitor, and silent alarm. *(Police Department)*

## 24. Fire

24.1. The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified. Specific submittal requirements may vary from these listed below.

*Prior to issuance of a building permit, if a grading permit is not required:*

- Fire master plan (service code PR145)

*Prior to issuance of a building permit:*

- Architectural (service codes PR200/PR224)
- Tanks storing hazardous materials (service codes PR300-PR305)

**EXHIBIT "C"**

**PARCEL MAP 2023-101**

(Subdivision/Unit No.)

**GLC CYPRESS LLC**

(Subdivider)

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Cypress for the above-referenced Subdivision, Subdivider hereby warrants to the City of Cypress that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Cypress, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider

and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Cypress.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: _____

**SUBDIVIDER***

By: _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **6.**

**FROM:** Nick Mangkalakiri, Acting Director of Public Works

**DATE:** 10/14/2024

**SUBJECT:** **Approve an Ordinance Lowering the Speed Limit on Crescent Avenue**

## RECOMMENDATION

Introduce for first reading an Ordinance, by title only, amending Chapter 16 of the Municipal Code lowering the speed limit from 45 to 40 miles per hour on the following segments of Crescent Avenue:

1. From 240 feet west of Acacia Drive to 400 feet west of Moody Street; and

2. Between 1,300 feet west of Walker Street to 720 feet east of Walker Street.

## DISCUSSION

Due to recent resident concerns about traffic safety on Crescent Avenue, the Traffic Engineer resurveyed two roadway segments along Crescent Avenue to determine if the posted speed limits (45 mph) should be retained or lowered. The Traffic Engineer determined that recent changes in State law allow for a reduction in speed limits on the two roadway segments due to a high concentration of vulnerable users, such as school-age children traveling on foot or bicycle to a public park or public school.

On September 17, the Traffic Commission recommended reducing the posted speed limit on Crescent Avenue to 40 mph based upon the Traffic Engineer's review. This adjustment would be consistent with speed limits in the neighboring cities of La Palma and Lakewood. A copy of the Traffic Commission report is attached. In order to reduce the speed limit, the City Council must adopt the attached ordinance. The attached amended Engineering and Traffic Survey is required for the Police department to enforce speed limits with radar and will expire in 2033.

## BUDGET IMPACT

None.

## LEGAL REVIEW

The City Attorney has reviewed and approved the attached ordinance.

**APPROVED BY:** Peter Grant, City Manager

**Attachments**

Traffic Commission Report
Ordinance Amending Chapter 16 Article XV of the Municipal Code
Track Changes Version of Ordinance
Amendment to 2019 Engineering and Traffic Surveys

**CITY OF CYPRESS**
**AGENDA REPORT**

Item #__2__

**TO:** **Traffic Commission**
**FROM:** **Nick Mangkalakiri, City Engineer**
**MEETING OF:** **September 17, 2024**
**SUBJECT:** **Crescent Avenue Speed Limits**

## RECOMMENDATION

Concur with the Traffic Engineer's findings and recommend to City Council the establishment of a 40 mph speed limit for Crescent Avenue along the following two roadway segments:

1. Between 240 feet west of Acacia Drive and 400 feet west of Moody Street; and,

2. Between 1,300 feet west of Walker Street to 720 feet east of Walker Street.

## DISCUSSION

The existing speed limits in the City of Cypress are based on a citywide Engineering and Traffic Survey conducted in 2019. Posted speed limits are only enforceable by police radar if an Engineering and Traffic Survey is conducted and approved by a registered engineer. Engineering and Traffic Surveys are valid for a minimum of five years, although current State law allows the surveys to be extended up to fourteen years based on certain police certifications and the determination of a registered engineer that roadway and land use conditions have not significantly changed. The current Engineering and Traffic Survey is approaching five years old and therefore speed limits within the City may be eligible to be either resurveyed or extended.

The Traffic Engineer reviewed all 62 roadway segments included in the City's 2019 Engineering and Traffic Survey and determined that the existing speed limits throughout the City should be retained and extended up to fourteen years, thus expiring in 2033. However, recent changes in State law provide local agencies with additional flexibility in setting speed limits for roadways that have unique characteristics or elevated crash rates. Therefore, in consideration of resident complaints about traffic safety on Crescent Avenue and the recent changes in State law, the Traffic Engineer directed that the following two roadway segments along Crescent Avenue be resurveyed to determine if the speed limits on these segments should be retained or lowered:

1. Crescent Avenue between 240 feet west of Acacia Drive and 400 feet west of Moody Street; and,

2. Crescent Avenue between 1,300 feet west of Walker Street to 720 feet east of Walker Street.

As a part of the resurvey process, radar speed surveys by non-enforcement personnel were conducted and daily traffic volume counts collected on Crescent Avenue on July 9, 2024, and on August 20, 2024. An analysis of the data gathered revealed that the 85$^{th}$ percentile speed was determined to be 46 MPH on both segments. The 85$^{th}$ percentile speed is the speed at which 85 percent of motorists travel at or below during free-flow traffic conditions, usually during the middle part of the day. Typically, the speed limit is set at the nearest 5 MPH increment to the 85$^{th}$ percentile speed, or in this case 45 MPH, as long as the roadway segment doesn't have an elevated crash rate and there are no other unique characteristics or safety considerations.

Traffic collision data for both segments of Crescent Avenue over the last three years was researched via the Statewide Integrated Traffic Records System (SWITRS). Based on the research, the Traffic Engineer found that both segments have low crash rates averaging well below the statewide average for similar roadways. Therefore, the Traffic Engineer found no justifiable reason to lower the speed limit on either segment solely based on crash history.

However, when reviewing the adjacent land use, roadway characteristics, and speed limits on the same street in adjacent jurisdictions, the Traffic Engineer concluded that the recent change in State law did provide some new flexibility to downward speed zone both street segments. The west segment (between 240 feet west of Acacia Drive and 400 feet west of Moody Street) provides part-time bicycle lanes connecting to both Arnold Cypress Park and Kennedy High School to the east. The east segment (between 1,300 feet west of Walker Street to 720 feet east of Walker Street) provides direct access to Arnold Cypress Park and Kennedy High School. Therefore, both roadway segments were determined to meet the criteria for roadways which accommodate high concentrations of vulnerable road users, such as school-age children traveling on foot or by bicycle to a public park or public school. Based on this finding, the Traffic Engineer concluded that it would be prudent to lower the 45 MPH speed limit suggested by the 85$^{th}$ percentile determination by an additional 5 MPH, resulting in a recommended speed limit of 40 MPH for both segments. A speed limit of 40 MPH is also consistent with the existing speed limits along Crescent Avenue and Centralia Street set by the cities of La Palma and Lakewood respectively.

Therefore, based on the resurvey effort, the Traffic Engineer recommends that the existing 45 MPH speed limits on Crescent Avenue be lowered to 40 MPH. Should the Traffic Commission concur with his findings and recommendations, this matter will be

referred to City Council for final approval. Once City Council approves the lowering of the two speed limits and the City of Cypress Municipal Code is amended to reflect the change, new 40 MPH speed limit signs will be posted along Crescent Avenue in each direction of travel.

| | |
|---|---|
| By: | |
| David Roseman<br>Traffic Engineer | Nick Mangkalakiri<br>City Engineer |

Attachments: Crescent Avenue Engineering and Traffic Surveys

**ROADWAY:** **CRESCENT AVENUE**

**Location:** **240' West of Acacia Drive to 400' West of Moody Street**

**ROADWAY SEGMENT**

**AVERAGE DAILY TRAFFIC:** 13,479 (vehicles)

**SEGMENT LENGTH:** 0.69 (miles)

**LANE GEOMETRY:** Two vehicle travel lanes and one bicycle lane in each direction. Double yellow centerline.

**SEGMENT DESCRIPTION:** Residential land uses adjacent to segment. No parking permitted from 6 AM - 8 PM on north side of segment. No stopping any time on south side of segment.

**CONDITIONS NOT READILY APPARENT:** None.

**COLLISION HISTORY**

**NO. OF COLLISIONS:** 6 midblock collisions (3 years from 01/01/2021 to 12/31/2023)

**ACTUAL COLLISION RATE:** 0.59 collisions per million vehicle miles

**AVERAGE COLLISION RATE:** 1.22 collisions per million vehicle miles

**RADAR SURVEY**

**DATE:** 7/9/2024 **LOCATION:** Crescent Ave

**HOURS:** 9:00 AM TO 9:20 AM **WEATHER:** Clear

**85TH %-ILE:** 46 MPH **PACE:** 37 - 46 MPH

**50TH %-ILE:** 42 MPH **% IN PACE:** 78%

**15TH %-ILE:** 38 MPH **% ABOVE PACE:** 14%

**AVERAGE:** 42 MPH **% BELOW PACE:** 8%

**SPEED ZONING**

**EXISTING SPEED LIMIT:** 45 MPH

**PROPOSED SPEED LIMIT:** 40 MPH

**SPEED LIMIT JUSTIFICATION:**

The segment's bicycle lanes provide bicycle access to Kennedy High School to the east, and therefore constitutes a facility which accommodates high concentrations of vulnerable road users. Based on the 85th percentile and the provisions of CVC §22358.7 (a)(2), it is recommended to post the speed limit at 40 MPH. This speed limit is consistent with the posted speed limit of adjacent jurisdictions.

REGISTERED PROFESSIONAL ENGINEER — DAVID ROSEMAN — No. TR1585 — Exp. 06/30/25 — TRAFFIC — STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE WITH THE CITY OF CYPRESS, CALIFORNIA.

**Approved By:**

David Roseman, P.E. 9/5/2024

DATE

| PACE | MPH | NO. OF VEHICLES (X = Eastbound, 0 = Westbound) | TOTAL | CUM. TOTAL |
|---|---|---|---|---|
| | 65 | | 0 | 100 |
| | 64 | | 0 | 100 |
| | 63 | | 0 | 100 |
| | 62 | | 0 | 100 |
| | 61 | | 0 | 100 |
| | 60 | | 0 | 100 |
| | 59 | | 0 | 100 |
| | 58 | | 0 | 100 |
| | 57 | | 0 | 100 |
| | 56 | | 0 | 100 |
| | 55 | | 0 | 100 |
| | 54 | 0 0 | 2 | 100 |
| | 53 | 0 | 1 | 98 |
| | 52 | X | 1 | 97 |
| | 51 | 0 | 1 | 96 |
| | 50 | X 0 0 | 3 | 95 |
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| E | 40 | X X X X 0 | 5 | 31 |
| | 39 | X X X X X 0 0 0 | 8 | 26 |
| | 38 | X 0 0 0 0 | 5 | 18 |
| | 37 | 0 0 0 0 0 | 5 | 13 |
| | 36 | X | 1 | 8 |
| | 35 | X 0 0 | 3 | 7 |
| | 34 | X | 1 | 4 |
| | 33 | X 0 | 2 | 3 |
| | 32 | 0 | 1 | 1 |
| | 31 | | 0 | 0 |
| | 30 | | 0 | 0 |
| | 29 | | 0 | 0 |
| | 28 | | 0 | 0 |
| | 27 | | 0 | 0 |
| | 26 | | 0 | 0 |
| | 25 | | 0 | 0 |
| | 24 | | 0 | 0 |
| | 23 | | 0 | 0 |
| | 22 | | 0 | 0 |
| | 21 | | 0 | 0 |
| | 20 | | 0 | 0 |
| | | **TOTAL OBSERVATIONS** | 100 | |
| | | **85TH PERCENTILE OBSERVATION** | 85 | |

**CRESCENT AVENUE**

**240' West of Acacia Drive to 400' West of Moody Street**

**ROADWAY:** **CRESCENT AVENUE**

**Location:** **1,300' West of Walker Street to 720' East of Walker Street**

**ROADWAY SEGMENT**

**AVERAGE DAILY TRAFFIC:** 15,021 (vehicles)

**SEGMENT LENGTH:** 0.39 (miles)

**LANE GEOMETRY:** Two vehicle travel lanes in each direction. Double yellow centerline. Westbound bicycle lane provided west of Walker Street.

**SEGMENT DESCRIPTION:** High school, public park, and residential land uses adjacent to segment. On-street parking permitted in limited areas, no parking any time elsewhere on segment.

**CONDITIONS NOT READILY APPARENT:** None.

**COLLISION HISTORY**

**NO. OF COLLISIONS:** 3 midblock collisions (3 years from 01/01/2021 to 12/31/2023)

**ACTUAL COLLISION RATE:** 0.47 collisions per million vehicle miles

**AVERAGE COLLISION RATE:** 1.22 collisions per million vehicle miles

**RADAR SURVEY**

**DATE:** 8/20/2024 **LOCATION:** Crescent Ave

**HOURS:** 9:01 AM TO 9:16 AM **WEATHER:** Clear

**85TH %-ILE:** 46 MPH **PACE:** 32 - 41 MPH

**50TH %-ILE:** 39 MPH **% IN PACE:** 64%

**15TH %-ILE:** 34 MPH **% ABOVE PACE:** 31%

**AVERAGE:** 39 MPH **% BELOW PACE:** 4%

**SPEED ZONING**

**EXISTING SPEED LIMIT:** 45 MPH

**PROPOSED SPEED LIMIT:** 40 MPH

**SPEED LIMIT JUSTIFICATION:**

The segment extents are within 1,320 feet of a public high school and public park, which are facilities which generate high concentrations of vulnerable road users. Based on the 85th percentile and the provisions of CVC §22358.7 (a)(2), it is recommended to post the speed limit at 40 MPH. This speed limit is consistent with the posted speed limit of adjacent jurisdictions.




I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE WITH THE CITY OF CYPRESS, CALIFORNIA.

**Approved By:**

David Roseman, P.E. 9/5/2024

DATE

| PACE | MPH | NO. OF VEHICLES (X = Eastbound, 0 = Westbound) | TOTAL | CUM. TOTAL |
|---|---|---|---|---|
| | 65 | | 0 | 115 |
| | 64 | | 0 | 115 |
| | 63 | | 0 | 115 |
| | 62 | | 0 | 115 |
| | 61 | | 0 | 115 |
| | 60 | | 0 | 115 |
| | 59 | | 0 | 115 |
| | 58 | | 0 | 115 |
| | 57 | | 0 | 115 |
| | 56 | | 0 | 115 |
| | 55 | | 0 | 115 |
| | 54 | | 0 | 115 |
| | 53 | | 0 | 115 |
| | 52 | | 0 | 115 |
| | 51 | | 0 | 115 |
| | 50 | X 0 0 | 3 | 115 |
| | 49 | X | 1 | 112 |
| | 48 | X X | 2 | 111 |
| | 47 | X X X 0 0 | 5 | 109 |
| | 46 | X X X 0 0 0 0 | 7 | 104 |
| | 45 | 0 0 | 2 | 97 |
| | 44 | X X X X 0 0 0 | 7 | 95 |
| | 43 | X X 0 0 | 4 | 88 |
| | 42 | X 0 0 0 0 | 5 | 84 |
| PACE | 41 | X X X X 0 0 0 0 0 | 9 | 79 |
| | 40 | X X X 0 0 | 5 | 70 |
| | 39 | X X X X X X X 0 0 0 0 | 11 | 65 |
| | 38 | X 0 0 0 0 0 0 | 7 | 54 |
| | 37 | X X X X X X 0 0 0 | 9 | 47 |
| | 36 | X X X X 0 0 0 0 0 0 | 10 | 38 |
| | 35 | X X 0 0 0 0 0 | 7 | 28 |
| | 34 | X X X 0 0 0 0 | 7 | 21 |
| | 33 | X X 0 0 | 4 | 14 |
| | 32 | X X X X 0 | 5 | 10 |
| | 31 | 0 0 | 2 | 5 |
| | 30 | | 0 | 3 |
| | 29 | X | 1 | 3 |
| | 28 | X | 1 | 2 |
| | 27 | | 0 | 1 |
| | 26 | 0 | 1 | 1 |
| | 25 | | 0 | 0 |
| | 24 | | 0 | 0 |
| | 23 | | 0 | 0 |
| | 22 | | 0 | 0 |
| | 21 | | 0 | 0 |
| | 20 | | 0 | 0 |
| | | **TOTAL OBSERVATIONS** | 115 | |
| | | **85TH PERCENTILE OBSERVATION** | 98 | |

**CRESCENT AVENUE**

**1,300' West of Walker Street to 720' East of Walker Street**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS AMENDING CHAPTER 16, ARTICLE XV, OF THE CODE OF THE CITY OF CYPRESS MODIFYING SPEED LIMITS ALONG CRESCENT AVENUE.**

**WHEREAS**, the City recently had conducted a Citywide engineering and traffic study, as required by California Vehicle Code § 22358(a), to establish speed limits for radar enforcement purposes; and

**WHEREAS**, the Traffic Commission of the City of Cypress has reviewed these speed surveys and has recommended that the City Council authorize changes and establish speed limits at the following locations, as contained in this Ordinance;

**WHEREAS**, on the basis of the engineering and traffic study and the Traffic Commission's recommendation, the City Council desires to decrease the speed limits on certain City streets pursuant to California Vehicle Code § 22358.

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

**SECTION 1.** The recitals set forth above are true and correct and incorporated herein by this reference.

**SECTION 2.** Chapter 16, Article XV, of the Code of the City of Cypress shall be amended as follows:

ARTICLE XV. SPEED ZONES.

Section 16-86. Amending State Speed Limits.

It is determined, upon the basis of an engineering and traffic investigation, that the speed permitted by State law upon the following streets be amended as hereunder set forth, the speeds being deemed as necessary for safe operation of vehicles thereon. It is declared that the prima facie speed limit shall be hereinafter set forth on those streets or parts of streets herein designated at all times when signs are erected giving notice thereof:

| NAME OF STREET | PORTION AFFECTED | DECLARED PRIMA FACIE SPEED LIMIT |
|---|---|---|
| Ball Road | Bloomfield Street to Holder Street | 45 |
| Bloomfield Street | Lincoln Avenue to Cerritos Avenue | 40 |
| Cerritos Avenue | Bloomfield Street to Knott Street | 45 |
| Crescent Avenue | 240 feet west of Acacia Drive to 400 feet west of Moody Street | 40 |
| Crescent Avenue | 1,300 feet west of Walker Street to 720 feet east of Walker Street | 40 |
| Denni Street | Lincoln Avenue to Ball Road | 40 |
| Denni Street | Ball Road to Cerritos Avenue | 35 |
| Holder Street | Lincoln Avenue to Ball Road | 40 |
| Holder Street | Cerritos Avenue to Katella Avenue | 40 |
| Holder Street | Katella Avenue to 1,200 feet south of Katella Avenue | 35 |

| NAME OF STREET | PORTION AFFECTED | DECLARED PRIMA FACIE SPEED LIMIT |
|---|---|---|
| Holder Street | 1,200 feet north of Orangewood Avenue to Orangewood Avenue | 35 |

| | | |
|---|---|---|
| Holder Street | Orangewood Avenue to1,200 feet south of Orangewood Avenue | 40 |
| Katella Avenue | Lexington Drive to Knott Street | 45 |
| Knott Street | Cerritos Avenue to 1,200 feet south of Orangewood Avenue | 40 |
| Lincoln Avenue | Bloomfield Street to Holder Street | 40 |
| Moody Street | Crescent Avenue to Lincoln Avenue | 40 |
| Orange Avenue | Bloomfield Street to Holder Street | 40 |
| Orangewood Avenue | 1,440 feet west of Valley View Street to Valley View Street | 35 |
| Orangewood Avenue | Valley View Street to Knott Street | 40 |
| Valley View Street | Lincoln Avenue to 1,200 feet south of Orangewood Avenue | 45 |
| Walker Street | Crescent Avenue to Orange Avenue | 45 |
| Walker Street | Orange Avenue to Katella Avenue | 40 |
| Warland Drive | Katella Avenue to Valley View Street | 35 |

**SECTION 3.** The City Councils directs the City Traffic Engineer to post appropriate signs reflecting the changes approved in this Ordinance and any revised speed limits shall be effective when appropriate signs giving notice thereof are erected upon the applicable streets.

**FIRST READ** at a regular meeting of the City Council of the City of Cypress held on the 14th day of October, 2024, and finally adopted and ordered posted at a regular meeting held on the ___th day of October, 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 the said City Council held on the ___th day of _____, 2024, by the following roll call vote:

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

**CITY CLERK OF THE CITY OF CYPRESS**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS AMENDING CHAPTER 16, ARTICLE XV, OF THE CODE OF THE CITY OF CYPRESS MODIFYING SPEED LIMITS ALONG CRESCENT AVENUE.**

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| Cerritos Avenue | Bloomfield Street to Knott Street | 45 |
| Crescent Avenue | 240 feet west of Acacia Drive to 400 feet west of Moody Street | ~~45~~40 |
| Crescent Avenue | 1,300 feet west of Walker Street to 720 feet east of Walker Street | ~~45~~40 |
| Denni Street | Lincoln Avenue to Ball Road | 40 |
| Denni Street | Ball Road to Cerritos Avenue | 35 |
| Holder Street | Lincoln Avenue to Ball Road | 40 |
| Holder Street | Cerritos Avenue to Katella Avenue | 40 |
| Holder Street | Katella Avenue to 1,200 feet south of Katella Avenue | 35 |

| NAME OF STREET | PORTION AFFECTED | DECLARED PRIMA FACIE SPEED LIMIT |
|---|---|---|
| Holder Street | 1,200 feet north of Orangewood Avenue to Orangewood Avenue | 35 |

| | | |
|---|---|---|
| Holder Street | Orangewood Avenue to1,200 feet south of Orangewood Avenue | 40 |
| Katella Avenue | Lexington Drive to Knott Street | 45 |
| Knott Street | Cerritos Avenue to 1,200 feet south of Orangewood Avenue | 40 |
| Lincoln Avenue | Bloomfield Street to Holder Street | 40 |
| Moody Street | Crescent Avenue to Lincoln Avenue | 40 |
| Orange Avenue | Bloomfield Street to Holder Street | 40 |
| Orangewood Avenue | 1,440 feet west of Valley View Street to Valley View Street | 35 |
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**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 the said City Council held on the ___th day of _____, 2024, by the following roll call vote:

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

**CITY CLERK OF THE CITY OF CYPRESS**

# AMENDMENT NO. 1

# ENGINEERING AND TRAFFIC SURVEYS

in the

# CITY OF CYPRESS

October 2024

**ROADWAY:** **CRESCENT AVENUE**

**Location:** **240' West of Acacia Drive to 400' West of Moody Street**

**ROADWAY SEGMENT**

**AVERAGE DAILY TRAFFIC:** 13,479 (vehicles)

**SEGMENT LENGTH:** 0.69 (miles)

**LANE GEOMETRY:** Two vehicle travel lanes and one bicycle lane in each direction. Double yellow centerline.

**SEGMENT DESCRIPTION:** Residential land uses adjacent to segment. No parking permitted from 6 AM - 8 PM on north side of segment. No stopping any time on south side of segment.

**CONDITIONS NOT READILY APPARENT:** None.

**COLLISION HISTORY**

**NO. OF COLLISIONS:** 6 midblock collisions (3 years from 01/01/2021 to 12/31/2023)

**ACTUAL COLLISION RATE:** 0.59 collisions per million vehicle miles

**AVERAGE COLLISION RATE:** 1.22 collisions per million vehicle miles

**RADAR SURVEY**

**DATE:** 7/9/2024 **LOCATION:** Crescent Ave

**HOURS:** 9:00 AM TO 9:20 AM **WEATHER:** Clear

**85TH %-ILE:** 46 MPH **PACE:** 37 - 46 MPH

**50TH %-ILE:** 42 MPH **% IN PACE:** 78%

**15TH %-ILE:** 38 MPH **% ABOVE PACE:** 14%

**AVERAGE:** 42 MPH **% BELOW PACE:** 8%

**SPEED ZONING**

**EXISTING SPEED LIMIT:** 45 MPH

**PROPOSED SPEED LIMIT:** 40 MPH

**SPEED LIMIT JUSTIFICATION:**

The segment's bicycle lanes provide bicycle access to Kennedy High School to the east, and therefore constitutes a facility which accommodates high concentrations of vulnerable road users. Based on the 85th percentile and the provisions of CVC §22358.7 (a)(2), it is recommended to post the speed limit at 40 MPH. This speed limit is consistent with the posted speed limit of adjacent jurisdictions.

REGISTERED PROFESSIONAL ENGINEER — DAVID ROSEMAN — No. TR1585 — Exp. 06/30/25 — TRAFFIC — STATE OF CALIFORNIA

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**Approved By:**

David Roseman, P.E. 9/5/2024

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| PACE | MPH | NO. OF VEHICLES (X = Eastbound, 0 = Westbound) | TOTAL | CUM. TOTAL |
|---|---|---|---|---|
| | 65 | | 0 | 100 |
| | 64 | | 0 | 100 |
| | 63 | | 0 | 100 |
| | 62 | | 0 | 100 |
| | 61 | | 0 | 100 |
| | 60 | | 0 | 100 |
| | 59 | | 0 | 100 |
| | 58 | | 0 | 100 |
| | 57 | | 0 | 100 |
| | 56 | | 0 | 100 |
| | 55 | | 0 | 100 |
| | 54 | 0 0 | 2 | 100 |
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| | 36 | X | 1 | 8 |
| | 35 | X 0 0 | 3 | 7 |
| | 34 | X | 1 | 4 |
| | 33 | X 0 | 2 | 3 |
| | 32 | 0 | 1 | 1 |
| | 31 | | 0 | 0 |
| | 30 | | 0 | 0 |
| | 29 | | 0 | 0 |
| | 28 | | 0 | 0 |
| | 27 | | 0 | 0 |
| | 26 | | 0 | 0 |
| | 25 | | 0 | 0 |
| | 24 | | 0 | 0 |
| | 23 | | 0 | 0 |
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| | 21 | | 0 | 0 |
| | 20 | | 0 | 0 |
| | | **TOTAL OBSERVATIONS** | 100 | |
| | | **85TH PERCENTILE OBSERVATION** | 85 | |

**CRESCENT AVENUE**

**240' West of Acacia Drive to 400' West of Moody Street**

**ROADWAY:** **CRESCENT AVENUE**

**Location:** **1,300' West of Walker Street to 720' East of Walker Street**

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**PROPOSED SPEED LIMIT:** 40 MPH

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David Roseman, P.E. 9/5/2024

DATE

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|---|---|---|---|---|
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| | 64 | | 0 | 115 |
| | 63 | | 0 | 115 |
| | 62 | | 0 | 115 |
| | 61 | | 0 | 115 |
| | 60 | | 0 | 115 |
| | 59 | | 0 | 115 |
| | 58 | | 0 | 115 |
| | 57 | | 0 | 115 |
| | 56 | | 0 | 115 |
| | 55 | | 0 | 115 |
| | 54 | | 0 | 115 |
| | 53 | | 0 | 115 |
| | 52 | | 0 | 115 |
| | 51 | | 0 | 115 |
| | 50 | X 0 0 | 3 | 115 |
| | 49 | X | 1 | 112 |
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| | 47 | X X X 0 0 | 5 | 109 |
| | 46 | X X X 0 0 0 0 | 7 | 104 |
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| | 43 | X X 0 0 | 4 | 88 |
| | 42 | X 0 0 0 0 | 5 | 84 |
| PACE | 41 | X X X X 0 0 0 0 0 | 9 | 79 |
| | 40 | X X X 0 0 | 5 | 70 |
| | 39 | X X X X X X X 0 0 0 0 | 11 | 65 |
| | 38 | X 0 0 0 0 0 0 | 7 | 54 |
| | 37 | X X X X X X 0 0 0 | 9 | 47 |
| | 36 | X X X X 0 0 0 0 0 0 | 10 | 38 |
| | 35 | X X 0 0 0 0 0 | 7 | 28 |
| | 34 | X X X 0 0 0 0 | 7 | 21 |
| | 33 | X X 0 0 | 4 | 14 |
| | 32 | X X X X 0 | 5 | 10 |
| | 31 | 0 0 | 2 | 5 |
| | 30 | | 0 | 3 |
| | 29 | X | 1 | 3 |
| | 28 | X | 1 | 2 |
| | 27 | | 0 | 1 |
| | 26 | 0 | 1 | 1 |
| | 25 | | 0 | 0 |
| | 24 | | 0 | 0 |
| | 23 | | 0 | 0 |
| | 22 | | 0 | 0 |
| | 21 | | 0 | 0 |
| | 20 | | 0 | 0 |
| | | **TOTAL OBSERVATIONS** | 115 | |
| | | **85TH PERCENTILE OBSERVATION** | 98 | |

**CRESCENT AVENUE**

**1,300' West of Walker Street to 720' East of Walker Street**

# Engineering and Traffic Surveys

Prepared for the

## City of Cypress






May 2019



ALBERT GROVER & ASSOCIATES

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B Speed Zoning Regulations from Caltrans California Manual on Uniform Traffic Control Devices

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D Engineering and Traffic Survey Summary Reports

E Field Survey Sheets (Separate Binder)

# SECTION 1.0

## INTRODUCTION

The purpose of this report is to document the results of an engineering and traffic survey conducted to update selected speed limits in the City of Cypress arterial and collector street network. The study complies with existing State regulations concerning the increase or decrease of speed limits within City boundaries.

It is a common belief that posting of speed limit traffic signs will influence drivers to drive at the posted speed. However, the facts indicate otherwise. Nationwide, driver behavioral research conducted over several decades shows that the average driver is largely influenced by the appearance of the highway itself and the prevailing traffic conditions in choosing the speed at which he or she drives. Recognizing this, the California Vehicle Code (CVC) requires that speed limits be established in accordance with appropriate engineering practice and methods.

This report documents and satisfies conditions identified in the latest edition of the CVC, Section 627; as well as properly identifying other conditions not readily apparent to a motorist. To use radar as a legal basis for speed enforcement, Section 40802(b) of the CVC requires that speed limits be established. Per Sections 22357 and 22358 of the CVC, the limits must be justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation. However, a change in State law allows cities to extend the survey period up to seven or ten years depending on specific criteria.

According to City records, the last speed zone survey for the selected segments was prepared in 2009. This study will confirm, increase, or decrease speed limits within the City of Cypress based on its data and results. As the latest edition of the CVC has highlighted bicycle and pedestrian safety as part of the traffic and engineering survey, this aspect was also considered in this report. For further details on the relevant CVC sections, see **Appendix A**.

At 62 locations on the City's network, spot speed surveys were taken in conformance with State law for conducting engineering and traffic surveys to establish prima facie speed limits. The data and analysis was collected per procedures and methodologies outlined in the 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD) Revision 2. Sections of the CA MUTCD detailing regulations for conducting the required "Engineering and Traffic Survey" are presented in **Appendix B**, along with definitions of terms used in speed zone surveys.

The speed zone surveys were conducted by Albert Grover & Associates, Inc. (AGA). A California-registered Traffic Engineer from AGA reviewed the street conditions, survey data, and collision data to arrive at the recommended speed limits for each segment.

# SECTION 2.0

## STUDY METHODOLOGY

The study involved three categories of data collection and analysis: (1) geometric and characteristic street surveillance; (2) collision rate analysis; and (3) spot speed survey.

The street surveillance process used field observations to determine the existing roadway characteristics, condition and placement of signs and pavement markings, land uses, pedestrian and bicycle activity, and other roadway characteristics that may not be readily apparent to motorists.

Historical collision data was obtained from the City of Cypress Police Department for the period from October 1, 2014 through September 30, 2017 (i.e., three years) for all roadway segments. The collision rate was calculated and considered in recommending the speed limit by using the average daily traffic (ADT) volumes collected by the City in 2017 and the historical collision data.

Spot speed surveys, utilizing a calibrated radar gun, were conducted at 62 locations to determine existing vehicular travel speeds. A copy of the "Traffic Radar Certification" is provided in **Appendix C**. Typically, a minimum of 100 observations were recorded, 50 for each direction of travel, on all the streets included in the study. This data was used to calculate statistical information such as the 85th percentile travel speed, 10 mile per hour (mph) pace speed, percentage of vehicles within the 10 mph pace, median speed, and other pertinent data for analysis.

# SECTION 3.0

## SURVEY RESULTS

### 3.1 Street Surveillance

Section 2B.13 of the 2014 CA MUTCD Revision 2, "Speed Limit Signs," states that speed limits should be established based on speeds recorded during the spot speed survey. However, in considering existing conditions along with the traffic safety needs of the community, engineering judgment may indicate the need for a further reduction in speed. Whenever such factors are considered to establish the speed limit, they are documented on the speed survey or in the accompanying engineering report.

In order to assess their traffic and geometric characteristics, the survey streets were reviewed by Mr. David Roseman, T.E., a registered Traffic Engineer in the State of California. The roadway characteristics, location of speed limit signs, type of area adjoining the street (commercial, residential, school zone, parks, etc.) and type of roadway (divided, undivided, number of lanes, etc.) were recorded along with notes regarding other conditions not readily apparent to the driver. The roadway characteristics recorded were used to determine if any physical conditions warranted consideration of an additional five mph reduction of the recommended speed, in accordance with CVC Section 627.

The speed survey segment roadway characteristics for each segment are indicated on the Engineering and Speed Survey Summary Reports in **Appendix D**.

### 3.2 Collision Rate Analysis

The collision rate for each speed survey segment was determined using the most recent collision records as required by CVC Section 627. The mid-block collision totals are based on a review of the collision reports from the City of Cypress Police Department from October 1, 2014 to September 30, 2017. Subsequently, these totals were used to calculate the mid-block collision rate, which also uses ADT volume data. The mid-block collision rate for each street surveyed was calculated in terms of "collisions per million vehicle miles traveled" (C/MVM) and is shown on the Engineering and Traffic Survey Summary Reports. The following shows a sample calculation.

*Collision Rate Calculation*

The rate was calculated using the following equation:

$$\text{Collision Rate} = \frac{\text{Number of Midblock Collisions} \times 10^6}{\text{24-hour volume} \times 365 \times \text{segment length} \times \text{number of years}}$$

The number of mid-block collisions is based on three years' collision data (October 1, 2014 to September 30, 2017), recent 24-hour traffic volume (for both directions) within the survey segment, and the segment's length given in miles.

***Example:***

Segment: Lincoln Avenue between Bloomfield Street and Denni Street:

$$\text{Collision Rate} = \frac{5 \times 10^6}{25{,}895 \times 365 \times 0.38 \times 3}$$

= **0.47 collisions per million vehicle miles (C/MVM)**

The Average Expected Collision Rate for this segment is 1.48 and is based on data of countywide crash statistics. Therefore, the calculated collision rate of 0.47 is well below the expected rate for this segment.

The results of the collision rate calculations, including the Average Expected Collision Rates for each type of roadway facility, are shown in **Table 1** and detailed in Appendix D. The following Average Expected Collision Rates were obtained from "2015 Collision Data on California State Highways" for Orange County published by the California Department of Transportation (Caltrans):

- 4 or more lanes (divided): 1.48 C/MVM
- 4 or more lanes (undivided): 3.58 C/MVM
- 2 or 3 lanes (<45 mph): 1.10 C/MVM

Nearly all of the segments had collision rates well below the expected rates. Those segments with rates just below the expected rate or slightly above it, are considered within an acceptable range and do not call for additional considerations.

# City of Cypress
## Table 1. 2019 Speed Zone Survey - Collision Analysis

| Street | No. | Location | Distance (Miles) | Distance (Feet) | 2019 ADT | Collisions[1] (3 Years Total) | Collision Rate | Expected[2] Col. Rate |
|---|---|---|---|---|---|---|---|---|
| **Ball Road** | 1 | Bloomfield St to Denni St | 0.51 | 2,712 | 21,228 | 4 | 0.34 | 1.48 |
| | 2 | Denni St to Moody St | 0.51 | 2,675 | 21,231 | 2 | 0.17 | 1.48 |
| | 3 | Moody St to Walker St | 0.51 | 2,681 | 23,802 | 5 | 0.38 | 1.48 |
| | 4 | Walker St to Valley View St | 0.49 | 2,567 | 23,453 | 15 | 1.20 | 1.48 |
| | 5 | Valley View St to Holder St | 0.51 | 2,689 | 21,065 | 3 | 0.26 | 1.48 |
| **Cerritos Avenue** | 6 | Bloomfield St to Denni St | 0.50 | 2,630 | 27,021 | 3 | 0.20 | 3.58 |
| | 7 | Denni St to Moody St | 0.50 | 2,663 | 28,017 | 1 | 0.06 | 3.58 |
| | 8 | Moody St to Walker St | 0.51 | 2,693 | 29,608 | 2 | 0.12 | 3.58 |
| | 9 | Walker St to Valley View St | 0.50 | 2,646 | 29,081 | 8 | 0.50 | 3.58 |
| | 10 | Valley View St to Holder St | 0.50 | 2,660 | 18,855 | 3 | 0.29 | 3.58 |
| | 11 | Holder St to Knott Ave | 0.50 | 2,655 | 18,597 | 4 | 0.39 | 3.58 |
| **Crescent Avenue** | 12 | 240' W/O Acacia Dr to 400' W/O Moody St | 0.65 | 3,440 | 15,808 | 13 | 1.15 | 3.58 |
| | 13 | 1300' W/O Walker St to 720' E/O Walker St | 0.64 | 3,380 | 17,018 | 2 | 0.17 | 3.58 |
| **Katella Avenue** | 14 | Lexington Dr to Winners Cir | 0.79 | 4,188 | 42,243 | 4 | 0.11 | 1.48 |
| | 15 | Winners Cir to Walker St | 0.20 | 1,080 | 44,830 | 1 | 0.10 | 1.48 |
| | 16 | Walker St to Valley View St | 0.50 | 2,650 | 46,975 | 6 | 0.23 | 1.48 |
| | 17 | Valley View St to Holder St | 0.50 | 2,632 | 30,054 | 6 | 0.37 | 1.48 |
| | 18 | Holder St to Knott Ave | 0.50 | 2,650 | 33,885 | 0 | 0.00 | 1.48 |
| **Lincoln Avenue** | 19 | Bloomfield St to Denni St | 0.38 | 2,000 | 25,895 | 5 | 0.47 | 1.48 |
| | 20 | Denni St to Moody St | 0.51 | 2,710 | 25,672 | 6 | 0.42 | 1.48 |
| | 21 | Moody St to Walker St | 0.51 | 2,668 | 25,739 | 23 | 1.61 | 1.48 |
| | 22 | Walker St to Valley View St | 0.50 | 2,629 | 28,510 | 14 | 0.90 | 1.48 |
| | 23 | Valley View St to Holder St | 0.50 | 2,650 | 23,667 | 9 | 0.69 | 1.48 |
| **Orange Avenue** | 24 | Bloomfield St to Denni St | 0.51 | 2,671 | 7,726 | 3 | 0.70 | 3.58 |
| | 25 | Denni St to Moody St | 0.51 | 2,674 | 10,940 | 3 | 0.49 | 3.58 |
| | 26 | Moody St to Walker St | 0.50 | 2,646 | 14,258 | 4 | 0.51 | 3.58 |
| | 27 | Walker St to Valley View St | 0.50 | 2,650 | 15,403 | 8 | 0.95 | 3.58 |
| | 28 | Valley View St to Holder St | 0.49 | 2,612 | 15,561 | 12 | 1.42 | 3.58 |
| **Orangewood Avenue** | 29 | 1,440' W/O Valley View St to Valley View St | 0.22 | 1,148 | 3,225 | 0 | 0.00 | 1.10 |
| | 30 | Valley View St to Holder St | 0.49 | 2,606 | 10,268 | 3 | 0.54 | 1.10 |
| | 31 | Holder St to Knott Ave | 0.50 | 2,642 | 8,588 | 3 | 0.64 | 1.10 |
| **Bloomfield Street** | 32 | Lincoln Ave to Orange Ave | 0.55 | 2,927 | 13,075 | 9 | 1.13 | 3.58 |
| | 33 | Orange Ave to Ball Rd | 0.44 | 2,337 | 13,803 | 2 | 0.30 | 3.58 |
| | 34 | Ball Rd to Cerritos Ave | 0.50 | 2,657 | 13,623 | 2 | 0.27 | 3.58 |
| **Denni Street** | 35 | Lincoln Ave to Orange Ave | 0.52 | 2,763 | 7,558 | 4 | 0.92 | 3.58 |
| | 36 | Orange Ave to Ball Rd | 0.50 | 2,615 | 8,067 | 4 | 0.91 | 3.58 |
| | 37 | Ball Rd to Cerritos Ave | 0.46 | 2,429 | 7,960 | 1 | 0.25 | 3.58 |
| **Holder Street** | 38 | Lincoln Ave to Orange Ave | 0.50 | 2,650 | 11,294 | 4 | 0.64 | 3.58 |
| | 39 | Orange Ave to Ball Rd | 0.51 | 2,671 | 8,482 | 2 | 0.43 | 3.58 |
| | 40 | Cerritos Ave to Katella Ave | 0.48 | 2,535 | 7,081 | 1 | 0.27 | 3.58 |
| | 41 | Katella Ave to 1,200' S/O Katella Ave[3] | 0.48 | 2,513 | 2,170 | 1 | 0.88 | 3.58 |
| | 42 | 1,200' N/O Orangewood Ave to Orangewood Ave | 0.23 | 1,200 | 2,233 | 1 | 1.80 | 3.58 |
| | 43 | Orangewood Ave to 1,200' S/O Orangewood Ave | 0.23 | 1,200 | 8,740 | 1 | 0.46 | 3.58 |
| **Knott Avenue** | 44 | Cerritos Ave to Katella Ave | 0.51 | 2,713 | 27,738 | 6 | 0.38 | 3.58 |
| | 45 | Katella Ave to Orangewood Ave | 0.51 | 2,673 | 33,574 | 1 | 0.05 | 3.58 |
| | 46 | Orangewood Ave to 1,200' S/O Orangewood Ave | 0.23 | 1,200 | 29,957 | 1 | 0.13 | 3.58 |
| **Moody Street** | 47 | Crescent Ave to Lincoln Ave | 0.50 | 2,650 | 24,157 | 4 | 0.30 | 3.58 |
| | 48 | Lincoln Ave to Orange Ave | 0.51 | 2,706 | 18,543 | 8 | 0.77 | 1.48 |
| | 49 | Orange Ave to Ball Rd | 0.51 | 2,670 | 13,031 | 3 | 0.42 | 1.48 |
| | 50 | Ball Rd to Cerritos Ave | 0.46 | 2,415 | 11,909 | 1 | 0.17 | 1.48 |
| **Valley View Street** | 51 | Lincoln Ave to Orange Ave | 0.51 | 2,677 | 41,231 | 14 | 0.61 | 1.48 |
| | 52 | Orange Ave to Ball Rd | 0.51 | 2,679 | 43,103 | 12 | 0.50 | 1.48 |
| | 53 | Ball Rd to Cerritos Ave | 0.50 | 2,647 | 45,569 | 9 | 0.36 | 1.48 |
| | 54 | Cerritos Ave to Katella Ave | 0.47 | 2,460 | 44,890 | 7 | 0.31 | 1.48 |
| | 55 | Katella Ave to Orangewood Ave | 0.51 | 2,674 | 53,635 | 13 | 0.44 | 1.48 |
| | 56 | Orangewood Ave to 1,200' S/O Orangewood Ave | 0.23 | 1,200 | 47,431 | 4 | 0.34 | 1.48 |
| **Walker Street** | 57 | Crescent Ave to Lincoln Ave | 0.50 | 2,637 | 20,857 | 15 | 1.32 | 3.58 |
| | 58 | Lincoln Ave to Orange Ave | 0.51 | 2,707 | 20,194 | 8 | 0.71 | 3.58 |
| | 59 | Orange Ave to Ball Rd | 0.51 | 2,692 | 21,843 | 10 | 0.82 | 3.58 |
| | 60 | Ball Rd to Cerritos Ave | 1.23 | 6,477 | 17,498 | 4 | 0.17 | 3.58 |
| | 61 | Cerritos Ave to Katella Ave | 0.51 | 2,673 | 23,913 | 2 | 0.15 | 3.58 |
| **Warland Drive** | 62 | Katella Ave to Valley View St | 0.62 | 3,251 | 2,835 | 2 | 1.05 | 1.10 |

[1] Accident Data from 10/1/2014 to 9/30/2017
[2] Source: Caltrans 2015
[3] 2009 ADT Data

## 3.3 Spot Speed Survey

Spot speed surveys were conducted at each street segment to assess the actual behavior of the majority of motorists. A reasonable and effective speed limit is based on the premise that a speed limit, thus established, conforms to the actual behavior of the majority of motorists. The speed limit should typically be established at the five mph increment nearest the 85th percentile speed recorded for the surveyed segment. However, engineering judgment and other factors such as street surveillance (Section 3.1) and collision rates (Section 3.2) may indicate the need for further reduction in establishing reasonable and effective speed limits.

The criteria used in conducting the radar survey are listed in Appendix B. The information collected and data calculated for the radar speed survey are as follows:

- Date and time of speed survey
- Direction of survey
- Number of vehicles observed
- Pedestrian and bicycle activity
- Road Description
- Average Daily Traffic
- Collision History
- Collision Rate
- Posted speed limit
- Average speed
- Range of speeds
- 50th Percentile speed
- 85th Percentile speed
- 10 mph pace speed
- Percent over pace speed

Appendix D contains information about vehicular speed data observed, collision data, street classification, and any unusual conditions at the location.

# Table 2: 2019 Segment City of Cypress Spot Speed Survey

| Street | No | Location | Direction | Date | 10-Mile Pace (mph) | % in 10-Mile Pace | 50th % Tile (mph) | 85th % Tile (mph) | Posted Speed Limit (mph) | Recommended Speed Limit (mph) | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Ball Road** | 1 | Bloomfield St to Denni St | E/W | 2/1/2019 | 40-49 | 78 | 43 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 2 | Denni St to Moody St | E/W | 2/1/2019 | 39-48 | 80 | 43 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 3 | Moody St to Walker St | E/W | 2/1/2019 | 39-48 | 72 | 42 | 47 | 45 | 45 | No change |
| | 4 | Walker St to Valley View St | E/W | 2/1/2019 | 40-49 | 74 | 42 | 47 | 45 | 45 | No change |
| | 5 | Valley View St to Holder St | E/W | 2/1/2019 | 38-47 | 73 | 41 | 46 | 45 | 45 | No change |
| **Cerritos Avenue** | 6 | Bloomfield St to Denni St | E/W | 2/6/2019 | 38-47 | 72 | 43 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 7 | Denni St to Moody St | E/W | 2/6/2019 | 41-50 | 77 | 45 | 49 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 8 | Moody St to Walker St | E/W | 2/6/2019 | 40-49 | 76 | 44 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 9 | Walker St to Valley View St | E/W | 2/6/2019 | 40-49 | 74 | 43 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 10 | Valley View St to Holder St | E/W | 2/6/2019 | 40-49 | 72 | 44 | 49 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 11 | Holder St to Knott Ave | E/W | 2/6/2019 | 38-47 | 69 | 43 | 49 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| **Crescent Avenue** | 12 | 240' W/O Acacia Dr to 400' W/O Moody St | E/W | 2/19/2019 | 42-51 | 75 | 44 | 79 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 13 | 1300' W/O Walker St to 720' E/O Walker St | E/W | 2/19/2019 | 37-46 | 81 | 40 | 44 | 45 | 45 | No change |
| **Katella Avenue** | 14 | Lexington Dr to Winners Cir | E/W | 2/11/2019 | 39-48 | 73 | 43 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 15 | Winners Cir to Walker St | E/W | 2/11/2019 | 38-47 | 72 | 42 | 47 | 45 | 45 | No change |
| | 16 | Walker St to Valley View St | E/W | 2/11/2019 | 41-50 | 71 | 44 | 49 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 17 | Valley View St to Holder St | E/W | 2/11/2019 | 39-48 | 76 | 42 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 18 | Holder St to Knott Ave | E/W | 2/11/2019 | 37-46 | 71 | 43 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| **Lincoln Avenue** | 19 | Bloomfield St to Denni St | E/W | 1/30/2019 | 37-46 | 76 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 20 | Denni St to Moody St | E/W | 1/30/2019 | 37-46 | 79 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 21 | Moody St to Walker St | E/W | 1/30/2019 | 33-42 | 83 | 36 | 40 | 40 | 40 | No change |
| | 22 | Walker St to Valley View St | E/W | 1/30/2019 | 33-42 | 76 | 37 | 42 | 40 | 40 | No change |
| | 23 | Valley View St to Holder St | E/W | 1/30/2019 | 36-45 | 71 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| **Orange Avenue** | 24 | Bloomfield St to Denni St | E/W | 2/20/2019 | 39-48 | 79 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 25 | Denni St to Moody St | E/W | 2/19/2019 | 35-44 | 77 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 26 | Moody St to Walker St | E/W | 2/19/2019 | 34-43 | 81 | 38 | 42 | 40 | 40 | No change |
| | 27 | Walker St to Valley View St | E/W | 2/20/2019 | 37-46 | 78 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 28 | Valley View St to Holder St | E/W | 2/19/2019 | 36-45 | 77 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| **Orangewood Avenue** | 29 | 1,440' W/O Valley View St to Valley View St | E/W | 2/19/2019 | 31-40 | 78 | 35 | 39 | 35 | 35 | No change, 85th percentile, CVC 21400(b) |
| | 30 | Valley View St to Holder St | E/W | 2/19/2019 | 36-45 | 83 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 31 | Holder St to Knott Ave | E/W | 2/19/2019 | 37-46 | 79 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| **Bloomfield Street** | 32 | Lincoln Ave to Orange Ave | N/S | 2/12/2019 | 36-45 | 81 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 33 | Orange Ave to Ball Rd | N/S | 2/12/2019 | 38-47 | 88 | 41 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 34 | Ball Rd to Cerritos Ave | N/S | 2/12/2019 | 38-47 | 82 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| **Denni Street** | 35 | Lincoln Ave to Orange Ave | N/S | 2/19/2019 | 34-43 | 81 | 38 | 43 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 36 | Orange Ave to Ball Rd | N/S | 2/19/2019 | 33-42 | 78 | 38 | 42 | 40 | 40 | No change |
| | 37 | Ball Rd to Cerritos Ave | N/S | 2/19/2019 | 31-40 | 83 | 36 | 39 | 35 | 35 | No change, 85th percentile, CVC 21400(b) |
| **Holder Street** | 38 | Lincoln Ave to Orange Ave | N/S | 1/30/2019 | 36-45 | 73 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 39 | Orange Ave to Ball Rd | N/S | 1/30/2019 | 32-41 | 83 | 36 | 41 | 40 | 40 | No change |
| | 40 | Cerritos Ave to Katella Ave | N/S | 2/1/2019 | 36-45 | 76 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 41 | Katella Ave to 1,200' S/O Katella Ave | N/S | 2/1/2019 | 30-39 | 55 | 33 | 39 | 35 | 35 | No change, 85th percentile, CVC 21400(b) |
| | 42 | 1,200' N/O Orangewood Ave to Orangewood Ave | N/S | 2/6/2019 | 27-36 | 82 | 29 | 34 | 35 | 35 | No change |
| | 43 | Orangewood Ave to 1,200' S/O Orangewood Ave | N/S | 2/6/2019 | 36-45 | 81 | 39 | 43 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |

# Table 2: 2019 Segment City of Cypress Spot Speed Survey

| Street | No | Location | Direction | Date | 10-Mile Pace (mph) | % in 10-Mile Pace | 50th % Tile (mph) | 85th % Tile (mph) | Posted Speed Limit (mph) | Recommended Speed Limit (mph) | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Knott Avenue** | 44 | Cerritos Ave to Katella Ave | N/S | 2/11/2019 | 35-44 | 79 | 39 | 43 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 45 | Katella Ave to Orangewood Ave | N/S | 2/11/2019 | 36-45 | 82 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 46 | Orangewood Ave to 1,200' S/O Orangewood Ave | N/S | 2/11/2019 | 37-46 | 84 | 41 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| **Moody Street** | 47 | Crescent Ave to Lincoln Ave | N/S | 2/19/2019 | 38-47 | 75 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 48 | Lincoln Ave to Orange Ave | N/S | 3/5/2019 | 36-45 | 78 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 49 | Orange Ave to Ball Rd | N/S | 3/5/2019 | 37-46 | 80 | 40 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 50 | Ball Rd to Cerritos Ave | N/S | 3/5/2019 | 35-44 | 72 | 38 | 43 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| **Valley View Street** | 51 | Lincoln Ave to Orange Ave | N/S | 1/29/2019 | 38-47 | 79 | 41 | 46 | 45 | 45 | No change |
| | 52 | Orange Ave to Ball Rd | N/S | 1/29/2019 | 39-48 | 70 | 42 | 47 | 45 | 45 | No change |
| | 53 | Ball Rd to Cerritos Ave | N/S | 1/29/2019 | 39-48 | 74 | 42 | 47 | 45 | 45 | No change |
| | 54 | Cerritos Ave to Katella Ave | N/S | 1/29/2019 | 35-44 | 69 | 39 | 45 | 45 | 45 | No change |
| | 55 | Katella Ave to Orangewood Ave | N/S | 1/29/2019 | 41-50 | 74 | 44 | 49 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| | 56 | Orangewood Ave to 1,200' S/O Orangewood Ave | N/S | 1/29/2019 | 40-49 | 75 | 42 | 48 | 45 | 45 | No change, 85th percentile, CVC 21400(b) |
| **Walker Street** | 57 | Crescent Ave to Lincoln Ave | N/S | 2/12/2019 | 37-46 | 84 | 39 | 44 | 45 | 45 | No change |
| | 58 | Lincoln Ave to Orange Ave | N/S | 2/12/2019 | 38-47 | 73 | 41 | 45 | 45 | 45 | No change |
| | 59 | Orange Ave to Ball Rd | N/S | 2/12/2019 | 37-46 | 88 | 41 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 60 | Ball Rd to Cerritos Ave | N/S | 2/11/2019 | 36-45 | 78 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| | 61 | Cerritos Ave to Katella Ave | N/S | 2/11/2019 | 35-44 | 77 | 39 | 44 | 40 | 40 | No change, 85th percentile, CVC 21400(b) |
| **Warland Drive** | 62 | Katella Ave to Valley View St | N/S | 1/29/2019 | 31-40 | 75 | 35 | 39 | 35 | 35 | No change, 85th percentile, CVC 21400(b) |

# SECTION 4.0

## SURVEY FINDINGS AND RECOMMENDATIONS

In accordance with the State-imposed speed limit establishment regulation, as defined by CVC Section 627 (Appendix A), several factors may be considered to justify setting the prima facie speed limits more than five mph below the observed 85th percentile speed.

It should be noted that the regulations in Appendix B also state that the *maximum* permissible lowering of the proposed speed limit from the 85th percentile is 10 miles per hour.

The factors to be considered when setting the speed limit are:

- Most recent collision record (mid-block)
- Roadway design speed
- Safe stopping sight distance
- Super-elevation
- Grades
- Shoulder condition
- Profile condition
- Intersection spacing offsets
- Commercial driveway characteristics (land use)
- Pedestrian traffic with and without sidewalks
- Pedestrian and bicycle safety

The above factors for each roadway segment surveyed are listed in the Engineering and Speed Survey Summary sheets. The 85th percentile speed and the above factors were considered in verifying existing speed limits and recommending speed limit changes (increase or decrease). Additionally, discussions were held with City staff in making decisions with respect to changing existing speed limits. Allowing for consideration of any special circumstances regarding the segment that were not immediately observed or discovered by AGA. The Speed Zone Survey – Collision Survey Analysis (Table 1) lists the total number of collisions, calculated collision rate, and the expected collision rate. **Table 2** shows the surveyed road segments with posted and recommended speed limits.

## 4.1 Speed Limit Signing

All California motorists are required to know the basic 15, 25, 55, and 65 mph speed laws and are tested on the subject when applying for a driver's license. The maximum speed limit on most California highways is 65 mph; however, drivers are permitted to travel 70 mph where posted. Unless otherwise posted, the maximum speed limit is 55 mph on two-lane undivided highways and for vehicles towing trailers. Likewise, the 15 mph speed limit applies to uncontrolled railway crossings, alleyways, and blind, uncontrolled intersections. Again, the 25 mph speed limit applies to business areas, residential areas, school zones, and areas immediately around senior centers. Consequently, speed limit signs covering these conditions need not be posted on City streets. Although not required by law, speed limit signs for these limits can be posted by a jurisdiction when an engineer determines that doing so would enhance public awareness and compliance of the basic speed law. Typically, such postings occur upon streets that have significant daily vehicular traffic volumes, cut-through traffic problems, significant grades, continued violation of residential 25 mph speed zones, or other unusual environmental or traffic flow characteristics. It is normal engineering practice to recommend the posting of speed limit signs only on streets that have specific speed limits enacted by City ordinance or determined to be justified by an engineer.

Speed limit signs should be installed at approximately half-mile intervals on streets which have been speed zoned. Signs are typically installed at the beginning of the speed zone on the departure side of a traffic signal controlled intersection. It is also advisable to install signs at key intersections where there is high side-street vehicle entry. It is important that motorists be given adequate notice of the speed limit without over-signing, which increases maintenance costs and rarely results in increased compliance.

The CA MUTCD outlines speed limit sign size specifications based on the type of roadway facility. Sign sizes vary from a minimum of 24 inches by 30 inches on a single lane conventional roadway to 48 inches by 60 inches on a freeway. It is also important to post signs in a manner such that they are clearly visible to approaching traffic from a distance. Care should be taken to maintain landscaping and ensure vegetation does not grow to block the motorist's view of signs. In certain circumstances, when an engineer has determined that additional motorist awareness of the speed limit is needed, the speed limit can also be painted on the roadway immediately adjacent to a speed limit sign.

Enforcement problems can occur when: (a) the highway is posted with inappropriate speed limit signs, (b) the highway speed limit is improperly or inadequately posted, or (c) the highway speed limit is not posted nor covered by ordinance and therefore falls under the basic speed law. In any of these events, the result is a debatable validity that may be questioned in court cases where citations are issued and contested.

# SECTION 5.0

## SUMMARY AND CONCLUSIONS

An engineering speed study was conducted by AGA per CVC Section 627. The study includes a documentation of existing roadway conditions, radar spot speed survey, and midblock collision analysis. A total of 62 roadway segments on the City's arterial, secondary arterial, and collector roadway network were surveyed. The collision rate (Table 1) for many of the street segments is well below the expected collision rate obtained from the State of California for various types of roadway facilities within Orange County. Based on the radar speed survey, collision history, and field conditions, it is recommended that the existing speed limits on arterial, secondary arterial, and collector roadways in the City of Cypress remain unchanged.

# APPENDIX A

Regulations Governing Speed Limits
(Excerpts from California Vehicle Code)

# RADAR SPEED ZONE SURVEYS

## INTRODUCTION

This report presents the results of a traffic and engineering study for establishment of speed limits on city streets as required by Sections 22357 and 22358 of the California Vehicle Code. The review included radar surveys of prevailing vehicle speeds at various locations along the length of each street, recent traffic counts and an analysis of reported traffic accidents recorded during the specific interval.

In order to enforce speed limits by radar or other electronic devices, a study must be conducted every five years. Section 40802 of the California Vehicle Code defines a speed limit enforced by radar and "....which speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation..." constitutes a speed trap, unless the following criteria are met:

> If officers have completed specialized training courses that are approved by the Commission on Peace Officer Standards Training, the time span between studies can be extended to seven years.
>
> If after seven years, "...a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume..." the time span between studies can be extended to ten years.

Since speed traps are illegal, the lack of an adequate study effectively precludes the police from using radar enforcement. Through adoption of this study, the police department will be able to enforce posted speed limits with radar equipment.

It is a common belief that posting of speed limit traffic signs will influence drivers to drive at that speed. The facts indicate otherwise.

Driver behavior research conducted in many parts of this country, over a span of several decades; shows that the average driver is influenced by the appearance of the highway itself and the prevailing traffic conditions, in choosing the speed at which he or she drives. Recognizing this, the California Vehicle Code requires that speed limits be established in accordance with appropriate engineering practice and methods.

## REGULATIONS GOVERNING SPEED LIMITS

Under California law, the maximum speed limit for any passenger vehicle is 65 miles per hour (mph). All other speed limits are called prima facie limits which "on the face of it", are safe and prudent under normal conditions. Certain prima facie limits are established by law and include the 25 miles per hour limit in business and residential districts; the 15 miles per hour limit in alleys, at blind intersections and blind railroad grade crossings; and a part-time 25 miles per hour in school zones when children are going to and from school.

Intermediate speed limits between 25 and 65 miles per hour may be established by local authorities based on traffic engineering surveys. Such surveys include the analysis of roadway conditions, accident records, and the prevailing speed of prudent drivers using the highway under study. If speed limits are established below what the majority of drivers consider reasonable, they are often not obeyed and consequently, are difficult to enforce. Those drivers who do not comply with posted reasonable speed limits are, conversely, subject to equitable enforcement action.

The Vehicle Code provides that the use of radar to enforce speed limits, which have not been based on a traffic and engineering study within the preceding five years, constitutes a "speed trap". Since speed traps are also prohibited by the code, lack of the required study effectively prohibits local agencies from using radar enforcement.

## APPLICABLE VEHICLE CODE SECTIONS

Business District

235. A "business district: is that portion of a highway and the property contiguous thereto (a) upon one side of which highway, for a distance of 600 feet, 50 percent of more of the contiguous property fronting thereon is occupied by buildings in use for business, or (b) upon both sided of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distance specified in this section if the above ratio of buildings in use for business to the length of the highway exists.

Business and Residence District: Determination

240. In determining whether a highway is within a business or residence district, the following limitations shall apply and shall qualify the definitions Section 235 and 515:

   a) No building shall be counted unless its entrance faces the highway and the front of the building is within 75 feet of the roadway.

   b) Where a highway is physically divided into two or more roadways, only those buildings facing each roadway separately shall be counted for the purpose of determining whether the roadway is within a district.

   c) All churches, apartments, hotels, multiple dwelling houses, clubs and public buildings, other than schools, shall be deemed to be business structures.

   d) A highway or portion of a highway shall not be deemed to be within a district regardless of the number of buildings upon the contiguous property if there is no right of access to the highway by vehicles from the contiguous property.

Residence District

515. A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the

contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sided of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling housed or business structures. A residence district may be longer than one quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

Engineering and Traffic Survey

627. (a) "Engineering and traffic survey" as used in this Code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by the state and local authorities.

(b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all the following:

1) Prevailing speeds as determined by traffic engineering measurements.
2) Accident records.
3) Highway, traffic, and roadside conditions not readily apparent to the driver.

Maximum Speed Limit

22349. (a) Except as provided in Section 22356, no person shall drive a vehicle upon a highway at a speed greater than 65 miles per hour.

(b) Notwithstanding any other provision of law, no person may drive a vehicle upon a two-lane, undivided highway at a speed greater than 55 miles per hour unless that highway, or portion thereof, has been posted for a higher speed by the Department of Transportation or appropriate local agency upon the basis of an engineering and traffic survey. For purposes of this subdivision, the following apply:

(1) A two-lane, undivided highway is a highway with not more than one through lane of travel in each direction.

(2) Passing lanes may not be considered when determining the number of through lanes.

(c) It is the intent of the Legislature that there be reasonable signing on affected two-lane, undivided highways described in subdivision (b) in continuing the 55 miles-per-hour speed limit, including placing signs at county boundaries to the extent possible, and at other appropriate locations.

Basic Speed Law

22350. No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property.

Speed Law Violations

22351. (a) The speed of any vehicle upon a highway not in excess of the limits specified in Section 22352 or established as authorized in this code is lawful unless clearly proved to be in violation of the basic speed law.

(b) The speed of any vehicle upon a highway in excess of the prima facie speed limits in Section 22352 or established as authorized in this code is prima facie unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the basic speed law at the time, place and under the conditions then existing.

Prima Facie Speed Limits

22352. The prima facie limits are as follows and the same shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

(a) Fifteen miles per hour:

1) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along such railway. This subdivision does not apply in the case of any railway grade crossing where a human flagman is on duty or a clearly visible electrical mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

2) When traversing any intersection of highways if during the last 100 feet of his approach to the intersection the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

3) On any alley.

(b) Twenty-five miles per hour:

1) On any highway other than a state highway, in any business or residence district unless a different speed is determined by local authority under procedures set forth in this code.

2) When passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. Such prima facie limit shall also apply when passing any school grounds which are not separated from the highway by a fence, gate or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign.

3) When passing a senior center or facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign.

Increase of Local Limits

22357. Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may be by ordinance determine and declare a prima facie limit of 25 miles per hours, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. The provisions of this section shall not apply in respect to any 25-mile-per-hour prima facie limit, which is applicable when passing a school building or the grounds thereof.

Decrease of Local Limits

22358. Whenever a local authority determines upon the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45,40,35,30, or 25 miles per hours, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.

22358.3. Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour in a business or residence district or in a public park on any street having a roadway not exceeding 25 feet in width, other than a state highway, is more than is reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is found most appropriate and is reasonable and safe. The declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.

22358.4. (a) (1) Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour established by subdivision (b) of Section 22352 is more than is reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is justified as the appropriate speed limit by that survey.

(2) An ordinance or resolution adopted under paragraph (1) shall not be effective until appropriate signs giving notice of the speed limit are erected upon the highway and, in the case of a state highway, until the ordinance is approved by the Department of Transportation and the appropriate signs are erected upon the highway.

(b) (1) Notwithstanding subdivision (a) or any other provision of law, a local authority may, by ordinance or resolution, determine and declare prima facie speed limits as follows:

(A) A 15 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, when approaching, at a distance of less than 500 feet from, or passing, a school building or the grounds of a school building, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 15 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching, at a distance of less than 500 feet from, or passing, school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a school warning sign that indicates a speed limit of 15 miles per hour.

(B) A 25 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, when approaching, at a distance of 500 to 1,000 feet from, a school building or the grounds thereof, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 25 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching, at a distance of 500 to 1,000 feet from, school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a school warning sign that indicates a speed limit of 25 miles per hour.

(2) The prima facie limits established under paragraph (1) apply only to highways that meet all of the following conditions:

(A) A maximum of two traffic lanes.

(B) A maximum posted 30 miles per hour prima facie speed limit immediately prior to and after the school zone.

(3) The prima facie limits established under paragraph (1) apply to all lanes of an affected highway, in both directions of travel.

(4) When determining the need to lower the prima facie speed limit, the local authority shall take the provisions of Section 627 into consideration.

(5) (A) An ordinance or resolution adopted under paragraph (1) shall not be effective until appropriate signs giving notice of the speed limit are erected upon the highway and, in the case of a state highway, until the ordinance is approved by the Department of Transportation and the appropriate signs are erected upon the highway.

(B) For purposes of subparagraph (A) of paragraph (1), school warning signs indicating a speed limit of 15 miles per hour may be placed at a distance up to 500 feet away from school grounds.

(C) For purposes of subparagraph (B) of paragraph (1), school warning signs indicating a speed limit of 25 miles per hour may be placed at any distance between 500 and 1,000 feet away from the school grounds.

(D) A local authority shall reimburse the Department of Transportation for all costs incurred by the department under this subdivision.

Downward Speed Zoning

22358.5 It is the intent of the Legislature that physical conditions such as width, curvature, grade and surface conditions or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of Section 22350 is sufficient regulation as to such conditions.

Boundary Line Streets

22359. With respect to boundary line streets and highways where portions thereof are within different jurisdictions, no ordinance adopted under Sections 22357 and 22358 shall be effective as to any such portion until all authorities having jurisdiction of the portions of the street concerned have approved the same. This section shall not apply in the case of boundary line streets consisting of separate roadways within different jurisdictions.

Multiple-Lane Highways

22361. On multiple-lane highways with two or more separate roadways, different prima facie speed limits may be established for different roadways under any of the procedures specified in Sections 22354 to 22359, inclusive.

Speed Trap Prohibition

40801. No peace officer or other person shall use a speed trap in arresting, or participating or assisting in the arrest of, any person for any alleged violation of this code nor shall any speed trap be used in securing evidence as to the speed of any vehicle for the purpose of an arrest or prosecution under this code.

Speed Trap

40802. A "speed trap" is either of the following:

a) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

b) A particular section of a highway with a prima facie speed limit provided by this code or by local ordinance pursuant to paragraph (1) of subdivision (b) of Section 22352, or established pursuant to Section 22354, 22357, 22358, or 22358.3, which speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and where enforcement involves the use of radar or other electronic devices which measures the speed of moving objects. This subdivision does not apply to local streets and roads.

For purposes of this section, local streets and roads shall be defined by the latest functional usage and federal-aid system maps as submitted to the Federal Highway Administration. When these maps have not been submitted, the following definition shall be used: A local street or road primarily provides access to abutting residential property and shall meet the following three conditions:

1. Roadway width of not more than 40 feet.
2. Not more than one-half mile of uninterrupted length. Interruptions shall include official traffic control devices as defined in Section 445.
3. Not more than one traffic lane in each direction.

Speed Trap Evidence.

40803. (a) No evidence as to the speed of a vehicle upon a highway shall be admitted in any court upon the trial of any person in any prosecution under this code upon a charge involving the speed of a vehicle when the evidence is based upon or obtained from or by the maintenance or use of a speed trap

(b) In any prosecution under this code of a charge involving the speed of a vehicle, where enforcement involves the use of radar or other electronic devices which measure the speed of moving objects, the prosecution shall establish, as part of its prima facie case, that the evidence or testimony presented is not based upon a speed trap as defined in subdivision (b) of Section 40802.

(c) When a traffic and engineering survey is required pursuant to subdivision (b) of Section 40802, evidence that a traffic and engineering survey has been conducted within five years of the date of the alleged violation or evidence that the offense was committed on a local street or road as defined in subdivision (b) of Section 40802 shall constitute a prima facie case that the evidence or testimony is not based upon a speed trap as defined in subdivision (b) 40802.

## STUDY METHOD

Speed zones are established to inform drivers of the safe speed limit and to protect the general public from unreasonable and reckless drivers. Research has shown that most drivers travel at speeds that are safe and reasonable, therefore, speed limits are established primarily on the consensus of the majority of those who use the roads. Speed limits are not based on the actions of few. The California Vehicle Code requires the limits to be established on the basis of an engineering and traffic survey rather than by arbitrary methods.

The study is conducted in accordance with the appropriate sections of the California Vehicle Code, the Caltrans Traffic Manual (Chapter 8-03) and the Federal Manual on "Uniform Traffic Control Devices", (Section 2B-10).

Surveys are conducted on arterial streets and selected local streets. Each of the selected streets was analyzed individually.

The accident analysis was based on a review of the City's Traffic Accident Records (Crossroads). Only non-intersection accidents are included since intersection accidents are considered correctable using conventional intersection traffic controls such as stop signs or traffic signals.

Accident rates were computed using a formula that takes into account the number of accidents in the two-year period, the length of roadway being studied, and the average daily traffic volume. The rate is expressed in accidents per million vehicle miles (Acc/MVM). The formula is:

$$\text{Acc/MM} = \frac{\text{Number of Accidents} \times 1{,}000{,}000}{\text{Distance} \times \text{ADT} \times \text{No. of Days}}$$

In order to evaluate the accident rates for each street segment, the average rate for all surveyed arterial street segments was calculated. Average rates were calculated for two-lane and four-or-more-lane arterial streets, two-lane collector and two-lane local streets. The accident rates for each segment were compared to the citywide average rates for streets with similar characteristics.

# APPENDIX B

Speed Zoning Regulations from Caltrans
California Manual on Uniform Traffic Control Devices

04 **If used, the Overhead Pedestrian Crossing sign shall be placed over the roadway at the crosswalk location.**

05 **An In-Street or Overhead Pedestrian Crossing sign shall not be placed in advance of the crosswalk to educate road users about the State law prior to reaching the crosswalk, nor shall it be installed as an educational display that is not near any crosswalk.**

*Guidance:*

06 *If an island (see Chapter 3I) is available, the In-Street Pedestrian Crossing sign, if used, should be placed on the island.*

Option:

07 If a Pedestrian Crossing (W11-2) warning sign is used in combination with an In-Street or an Overhead Pedestrian Crossing sign, the W11-2 sign with a diagonal downward pointing arrow (W16-7P) plaque may be post-mounted on the right-hand side of the roadway at the crosswalk location.

**Standard:**

08 **The In-Street Pedestrian Crossing sign and the Overhead Pedestrian Crossing sign shall not be used at ~~signalized locations~~ controlled approaches.**

09 **The STOP FOR legend shall only be used in States where the State law specifically requires that a driver must stop for a pedestrian in a crosswalk.**

10 **The In-Street Pedestrian Crossing sign shall have a black legend (except for the red ~~STOP or~~ YIELD sign symbols) and border on a white background, surrounded by an outer yellow or fluorescent yellow-green background area (see Figure 2B-2). The Overhead Pedestrian Crossing sign shall have a black legend and border on a yellow or fluorescent yellow-green background at the top of the sign and a black legend and border on a white background at the bottom of the sign (see Figure 2B-2).**

11 **Unless the In-Street Pedestrian Crossing sign is placed on a physical island, the sign support shall be designed to bend over and then bounce back to its normal vertical position when struck by a vehicle.**

Support:

12 The Provisions of Section 2A.18 concerning mounting height are not applicable for the In-Street Pedestrian Crossing sign.

**Standard:**

13 **The top of an In-Street Pedestrian Crossing sign shall be a maximum of 4 feet above the pavement surface. The top of an In-Street Pedestrian Crossing sign placed in an island shall be a maximum of 4 feet above the island surface.**

Option:

14 The In-Street Pedestrian Crossing sign may be used ~~seasonably~~ seasonally to prevent damage in winter because of plowing operations, and may be removed at night if the pedestrian activity at night is minimal.

15 In-Street Pedestrian Crossing signs, Overhead Pedestrian Crossing signs, and Yield Here To ~~(Stop Here For)~~ Pedestrians signs may be used together at the same crosswalk.

## Section 2B.13 Speed Limit Sign (R2-1)

Support:

00 The setting of speed limits can be controversial and requires a rational and defensible determination to maintain public confidence. Speed limits are normally set near the 85th-percentile speed that statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent. As with most laws, speed limits need to depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low, as this would create violators of the majority of drivers and would not command the respect of the public.

**Standard:**

01 **Speed zones (other than statutory speed limits) shall only be established on the basis of an engineering and traffic survey (E&TS) ~~study~~ that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles.**

02 **The Speed Limit (R2-1) sign (see Figure 2B-3) shall display the limit established by law, ordinance, regulation, or as adopted by the authorized agency based on the engineering study. The speed limits displayed shall be in multiples of 5 mph.**

03 **Speed Limit (R2-1) signs, indicating speed limits for which posting is required by law, shall be located at the points of change from one speed limit to another.**

04 **At the downstream end of the section to which a speed limit applies, a Speed Limit sign showing the next speed limit shall be installed. Additional Speed Limit signs shall be installed beyond major intersections and at other locations where it is necessary to remind road users of the speed limit that is applicable.**

05 **Speed Limit signs indicating the statutory speed limits shall be installed at entrances to the State and, where appropriate, at jurisdictional boundaries in urban areas.**

Support:

06 In general, the maximum speed limits applicable to rural and urban roads are established:

A. Statutorily – a maximum speed limit applicable to a particular class of road, such as freeways or city streets, that is established by State law; or

B. As altered speed zones – based on engineering studies.

07 State statutory limits might restrict the maximum speed limit that can be established on a particular road, notwithstanding what an engineering study might indicate.

Option:

08 ~~If a jurisdiction has a policy of installing Speed Limit signs in accordance with statutory requirements only on the streets that enter a city, neighborhood, or residential area to indicate the speed limit that is applicable to the entire city, neighborhood, or residential area unless otherwise posted, a CITYWIDE (R2-5aP), NEIGHBORHOOD (R2-5bP), or RESIDENTIAL (R2-5cP) plaque may be mounted above the Speed Limit sign and an UNLESS OTHERWISE POSTED (R2-5P) plaque may be mounted below the Speed Limit sign (see Figure 2B-3).~~

*Guidance:*

09 *A Reduced Speed Limit Ahead (W3-5 or W3-5a) sign (see Section 2C.38) should be used to inform road users of a reduced speed zone where the speed limit is being reduced by more than 10 mph, or where engineering judgment indicates the need for advance notice to comply with the posted speed limit ahead.*

10 *States and local agencies should conduct engineering studies at least once every 5, 7 or 10 years, in compliance with CVC Section 40802 to reevaluate non-statutory speed limits on segments of their roadways that have undergone significant changes since the last review, such as the addition or elimination of parking or driveways, changes in the number of travel lanes, changes in the configuration of bicycle lanes, changes in traffic control signal coordination, or significant changes in traffic volumes.*

11 *No more than three speed limits should be displayed on any one Speed Limit sign or assembly.*

12 ~~*When a speed limit within a speed zone is posted, it should be within 5 mph of the 85th percentile speed of free-flowing traffic.*~~

**Standard:**

12a **When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two Options below.**

Option:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. See Standard below for documentation requirements.
2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

**Standard:**

12b **If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Sections 627 and 22358.5.**

Support:

12c The following examples are provided to explain the application of these speed limit criteria:

Example 1. Using Option 1 above and first step is to round down: If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. As indicated by the option, this 35 mph established speed limit could be reduced by 5 mph to 30 mph if

the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Example 2. Using Option 1 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. As indicated by the option, this 35 mph speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Example 3. Using Option 2 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, instead of rounding up to 35mph, the speed limit can be established at 30mph, but no further reductions can be applied (which is allowed in the two examples above).

**Standard:**

12d **Examples 1 and 2 for establishing posted speed limits shall apply to engineering and traffic surveys (E&TS) performed on or after July 1, 2009 in accordance with Caltrans' Traffic Operations Policy Directive Number 09-04 dated June 29, 2009.**

Option:

12e After January 1, 2012, Example 3 may be used to establish speed limits. Refer to CVC 21400(b).

Support:

12f Any existing E&TS that was performed before July 1, 2009 in accordance with previous traffic control device standards is not required to comply with the new criteria until it is due for reevaluation per the 5, 7 or 10 year criteria.

13 *Speed studies for signalized intersection approaches should be taken outside the influence area of the traffic control signal, which is generally considered to be approximately 1/2 mile, to avoid obtaining skewed results for the 85th-percentile speed.*

Support:

14 Advance warning signs and other traffic control devices to attract the motorist's attention to a signalized intersection are usually more effective than a reduced speed limit zone.

*Guidance:*

15 *An advisory speed plaque (see Section 2C.08) mounted below a warning sign should be used to warn road users of an advisory speed for a roadway condition. A Speed Limit sign should not be used for this situation.*

Option:

16 Other factors that may be considered when establishing or reevaluating speed limits are the following:

A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
B. The pace;
C. Roadside development and environment;
D. Parking practices and pedestrian activity; and
E. Reported crash experience for at least a 12-month period.

17 Two types of Speed Limit signs may be used: one to designate passenger car speeds, including any nighttime information or minimum speed limit that might apply; and the other to show any special speed limits for trucks and other vehicles.

18 A changeable message sign that changes the speed limit for traffic and ambient conditions may be installed provided that the appropriate speed limit is displayed at the proper times.

19 A changeable message sign that displays to approaching drivers the speed at which they are traveling may be installed in conjunction with a Speed Limit sign.

*Guidance:*

20 *If a changeable message sign displaying approach speeds is installed, the legend YOUR SPEED XX MPH or such similar legend should be displayed. The color of the changeable message legend should be a yellow legend on a black background or the reverse of these colors.*

Support:

21 Advisory Speed signs and plaques are discussed in Sections 2C.08 and 2C.14. Temporary Traffic Control Zone Speed signs are discussed in Part 6. The WORK ZONE (G20-5aP) plaque intended for installation above a Speed Limit sign is discussed in Section 6F.12. School Speed Limit signs are discussed in Section 7B.15.

22 Speed limits in California are governed by the California Vehicle Code (CVC), Sections 22348 through 22413; also, pertinent sections are found in Sections 627 and 40802 and others referenced in this section. See Section 1A.11 for information regarding this publication.

23 Refer to Part 6, Section 6C.01 for speed limit signs in temporary traffic control zones. Refer to Part 7 for speed limit signs in school areas.

**Engineering and Traffic Survey (E&TS)**

Support:

24 CVC Section 627 defines the term "Engineering and traffic survey" and lists its requirements.

**Standard:**

25 **An engineering and traffic survey (E&TS) shall include, among other requirements deemed necessary by Caltrans, consideration of all of the following:**

**A. Prevailing speeds as determined by traffic engineering measurements.**
**B. Collision records.**
**C. Highway, traffic, and roadside conditions not readily apparent to the driver.**

*Guidance:*

26 *The E&TS should contain sufficient information to document that the required three items of CVC Section 627 are provided and that other conditions not readily apparent to a driver are properly identified.*

27 *Prevailing speeds are determined by a speed zone survey. A speed zone survey should include:*

*A. The intent of the speed measurements is to determine the actual speed of unimpeded traffic. The speed of traffic should not be altered by concentrated law enforcement, or other means, just prior to, or while taking the speed measurements.*
*B. Only one person is required for the field work. Speeds should be read directly from a radar or other electronic speed measuring devices; or,*
*C. Devices, other than radar, capable of accurately distinguishing and measuring the unimpeded speed of free flowing vehicles may be used.*
*D. A location should be selected where prevailing speeds are representative of the entire speed zone section. If speeds vary on a given route, more than one speed zone section may be required, with separate measurements for each section. Locations for measurements should be chosen so as to minimize the effects of traffic signals or stop signs.*
*E. Speed measurements should be taken during off-peak hours between peak traffic periods on weekdays. If there is difficulty in obtaining the desired quantity, speed measurements may be taken during any period with free flowing traffic.*
*F. The weather should be fair (dry pavement) with no unusual conditions prevailing.*
*G. The surveyor and equipment should not affect the traffic speeds. For this reason, an unmarked car is recommended, and the radar speed meter located as inconspicuously as possible.*
*H. In order for the sample to be representative of the actual traffic flow, the minimum sample should be 100 vehicles in each survey. In no case should the sample contain less than 50 vehicles.*
*I. Short speed zones of less than 0.5 miles should be avoided, except in transition areas.*
*J. Speed zone changes should be coordinated with changes in roadway conditions or roadside development.*
*K. Speed zoning should be in 10 mph increments except in urban areas where 5 mph increments are preferable.*
*L. Speed zoning should be coordinated with adjacent jurisdictions.*

Support:

28 Physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to the driver, in the absence of other factors, would not require special downward speed zoning. Refer to CVC 22358.5.

Option:

29 When qualifying an appropriate speed limit, local authorities may also consider all of the following findings:

A. Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
   1. Upon one side of the highway, within 0.25 miles, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.
   2. Upon both sides of the highway, collectively, within a distance of 0.25 miles the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.

3. The portion of highway is larger than 0.25 miles but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph 1 or 2 above.

B. Pedestrian and bicyclist safety.

30 The following two methods of conducting E&TS may be used to establish speed limits:

1. State Highways - The E&TS for State highways is made under the direction of the Caltrans District Traffic Engineer. The data includes:
   a. One copy of the Example of Speed Zone Survey Sheet (See Figure 2B-101(CA)) showing:
      - A north arrow
      - Engineer's station or post mileage
      - Limits of the proposed zones
      - Appropriate notations showing type of roadside development, such as "scattered business," "solid residential," etc. Schools adjacent to the highway are shown, but other buildings need not be plotted unless they are a factor in the speed recommendation or the point of termination of a speed zone.
      - Collision rates for the zones involved
      - Average daily traffic volume
      - Location of traffic signals, signs and markings
      - If the highway is divided, the limits of zones for each direction of travel
      - Plotted 85th percentile and pace speeds at location taken showing speed profile
   b. A report to the District Director that includes:
      - The reason for the initiation of speed zone survey.
      - Recommendations and supporting reasons.
      - The enforcement jurisdictions involved and the recommendations and opinions of those officials.
      - The stationing or reference post in mileage at the beginning and ending of each proposed zone and any intermediate equations. Location ties must be given to readily identifiable physical features.
2. City and County Through Highways, Arterials, Collector Roads and Local Streets.
   a. The short method of speed zoning is based on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of motorists, and that by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Other factors that need to be considered include but are not limited to: the most recent two-year collision record, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics, and pedestrian traffic in the roadway without sidewalks.
   b. Determination of Existing Speed Limits - Figures 2B-103(CA) & 2B-104(CA) show examples of data sheets which may be used to record speed observations. Specific types of vehicles may be tallied by use of letter symbols in appropriate squares.

31 In most situations, the short form for local streets and roads will be adequate; however, the procedure used on State highways may be used at the option of the local agency.

*Guidance:*

32 *The factors justifying a reduction below the 85th percentile speed for the posted speed limit are the same factors mentioned above. Whenever such factors are considered to establish the speed limit, they should be documented on the speed zone survey or the accompanying engineering report.*

33 *The establishment of a speed limit of more than 5 mph below the 85th percentile speed should be done with great care as studies have shown that establishing a speed limit at less than the 85th percentile generally results in an increase in collision rates; in addition, this may make violators of a disproportionate number of the reasonable majority of drivers.*

Support:

34 Generally, the most decisive evidence of conditions not readily apparent to the driver surfaces in collision histories.

35 Speed limits are established at or near the 85th percentile speed, which is defined as that speed at or below which 85th percent of the traffic is moving. The 85th percentile speed is often referred to as the critical speed. Pace speed is defined as the 10 mph increment of speed containing the largest number of vehicles (See Figure 2B-102(CA)). The lower limit of the pace is plotted on the Speed Zone Survey Sheets as an aid in determining the proper zone limits. Speed limits higher than the 85th

percentile are not generally considered reasonable and prudent. Speed limits below the 85th percentile do not ordinarily facilitate the orderly movement of traffic and require constant enforcement to maintain compliance. Speed limits established on the basis of the 85th percentile conform to the consensus of those who drive highways as to what speed is reasonable and prudent, and are not dependent on the judgment of one or a few individuals.

36 The majority of drivers comply with the basic speed law. Speed limits set at or near the 85th percentile speed provide law enforcement officers with a limit to cite drivers who will not conform to what the majority considers reasonable and prudent. Further studies show that establishing a speed limit at less than the 85th percentile (Critical Speed) generally results in an increase in collision rates.

Option:

37 When roadside development results in traffic conflicts and unusual conditions which are not readily apparent to drivers, as indicated in collision records, speed limits somewhat below the 85th percentile may be justified. Concurrence and support of enforcement officials are necessary for the successful operation of a restricted speed zone.

*Guidance:*

38 *Speed zones of less than 0.5 miles and short transition zones should be avoided.*

## Signs

**Standard:**

39 **The Speed Limit (R2-1) sign shall be used to give notice of a prima facie or maximum speed limit except as provided under Prima Facie Speed Limits in CVC 22352.**

40 **When used, the TRUCKS, 3 AXLES OR MORE 55 MAXIMUM (R6-3(CA)) sign shall be installed approximately 750 feet following each R2-1 sign.**

41 **The ALL VEHICLES WHEN TOWING 55 MAXIMUM (R6-4(CA)) sign shall be installed approximately 750 feet following the R6-3(CA) sign.**

*Guidance:*

42 *The R6-3(CA) and R6-4(CA) signs should be placed on highway segments where speeds in excess of 55 mph are permitted.*

Option:

43 The existing AUTOS WITH TRAILERS, TRUCKS 55 MAXIMUM (R6-1(CA)) sign may remain in place until it is knocked down, damaged, stolen, vandalized, or otherwise reaches the end of its useful life.

44 The local California Highway Patrol office may be consulted to identify highway segments where enforcement is an issue. On these segments early replacement of existing R6-1(CA) signs may be necessary.

Support:

45 Refer to CVC Section 22406 for types of vehicles subject to the 55 mph maximum speed limit.

Option:

46 The Speed Zone Ahead (R2-4(CA)) sign (see Figure 2B-3(CA)) may be used to inform the motorist of a reduced speed zone.

**Standard:**

47 **The R2-4(CA) sign shall always be followed by a Speed Limit (R2-1) sign installed at the beginning of the zone where the reduced speed limit applies.**

48 **The End Speed Limit (R3(CA)) sign shall only be used to mark the end of a speed zone.**

49 **The R3(CA) sign shall not be used at a transition into a change in speed limits within a reduced zone.**

Option:

50 The R3(CA) sign (see Figure 2B-3(CA)) may be used with the TRUCK (M4-4) plaque to mark the end of truck speed zones on descending grades.

**Standard:**

51 **Speed limit signs shall be placed at the beginning of all restricted speed zones.**

Option:

52 Where speed zones are longer than 1 mile, intermediate signs may be placed at approximate 1 mile intervals. For three or more lanes in each direction, dual installation may be used.

**Standard:**

53 **The Speed Limit (R2-1) and End Speed Limit (R3(CA)) signs, as appropriate shall be placed at the end of all restricted speed zones.**

54 **Freeways with 65 mph and those segments where a speed limit of 70 mph has been approved by Caltrans, with approval by the California Highway Patrol, shall be posted as follows:**

- **At the segment entrance, R2-1 signs shall be installed right of traffic off of the right shoulder.**
- **R2-1 signs shall also be installed off of the right shoulder only, throughout the segment, at a maximum of 25 mile intervals.**

Option:

- The 25 mile interval may be modified to include locations following entrance ramps.

**Standard:**

- **The R6-3(CA) sign (see Figure 2B-3(CA)) shall be installed approximately 750 feet following each R2-1 sign, both at the beginning and throughout each 60, 65 or 70 mph segment.**
- **The R6-4(CA) sign (see Figure 2B-3(CA)) shall be installed approximately 750 feet following each R6-3(CA) sign.**

Option:

- The SLOWER TRAFFIC KEEP RIGHT (R4-3) signs may be installed at locations where there is a tendency of the motorists to drive in the left-hand lane(s) below the normal speed of traffic.

**Standard:**

- **Signs shall be placed in protected locations.**
- **At the end of the 70/65 mph segment, R2-1 signs shall be installed off of the right shoulder.**

55 **Freeway segments where a 55 mph speed limit has been approved by Caltrans, with the approval of the California Highway Patrol, shall be posted as follows:**

- **The beginning of the segment shall be posted with an R2-1 sign installed on the right shoulder and left shoulder where the median is of sufficient width to permit sign maintenance without lane closures.**

*Guidance:*

- *Subsequent signs should then be posted on the right shoulder, on approximate 3 mile intervals, with no more than 3 interchanges between signs.*
- *At the end of the segment, an R2-1 sign with the appropriate number for the next speed limit should be posted on the right shoulder.*

56 *Conventional highways with 55 mph speed limits should be posted as follows:*

**Standard:**

- **The beginning of the segment shall be posted with an R2-1 sign installed on the right shoulder.**

*Guidance:*

- *Subsequent signs should then be posted on approximate 5 to 10 mile intervals and immediately after locations where significant volumes of traffic enter the segment.*
- *At the end of the segment, an R2-1 sign with the appropriate number for the next speed limit should be posted on the right shoulder.*

*Conventional highways with 65 mph speed limits should be posted as follows:*

- *The beginning of the segment should be posted with an R2-1 sign installed on the right shoulder.*
- *Subsequent signs should then be posted at 5 to 10 mile intervals and after locations where significant volumes of traffic enter the segment.*
- *At the end of the segment, an R2-1 sign with the appropriate number for the next speed limit should be posted on the right shoulder.*

Option:

57 Pavement markings with appropriate numerals (see Section 3B.21) may be used to supplement speed limit signs.

**Standard:**

58 **The R2-1 and R6-3(CA) and R6-4(CA) signs giving maximum statewide speed limits for various types of vehicles shall be installed on all State highways near the points of entrance into California.**

*Guidance:*

59 *The R2-1 and R6-3(CA) and R6-4(CA) signs should be placed in a location to be most effectively viewed by the approaching motorists.*

**Standard:**

60 **Speed Limit (R2-1) signs shall be installed throughout segments of freeway with posted speed limits of 65 mph or 70 mph at a maximum of 25 mile intervals.**

Option:

61 The 25 mile interval may be modified to include locations following entrance ramps.

**Standard:**

62 **Speed Limit (R2-1) signs shall be installed throughout segments of conventional highways with a posted speed limit of 65 mph at 5 mile to 10 mile intervals.**

63 **Speed Limit (R2-1) signs shall be installed throughout segments of freeway with a posted speed limit of 55 mph at approximately 3 mile intervals with no more than 3 interchanges between signs.**

64 **Speed Limit (R2-1) signs shall be installed throughout segments of conventional highways with a posted speed limit of 55 mph at 5 mile to 10 mile intervals.**

## Speed Enforced Signs

Option:

65 The SPEED ENFORCED BY RADAR (R48(CA)) sign (see Figure 2B-3(CA)) may be used where the California Highway Patrol has received authority to use radar and requests such signs.

*Guidance:*

66 *One sign should be used in each direction at the beginning of the segment of roadway, and at intervening major route intersections, where radar enforcement is in effect.*

Support:

67 The R48(CA) sign is a stand-alone sign intended to alert motorists that speed is enforced by radar on a particular segment of roadway.

Option:

68 The RADAR ENFORCED (R48-1(CA)) sign (see Figure 2B-3(CA)) may be used in combination with the Speed Limit (R2-1) sign on any roadway where law enforcement has the authority to use radar.

*Guidance:*

69 *When used, the R48-1(CA) sign should be placed below the R2-1 sign, at the beginning of the segment of roadway and at intervening major intersections, where radar enforcement is in effect.*

Option:

70 The SPEED ENFORCED BY AIRCRAFT (R48-2(CA)) sign (see Figure 2B-3(CA)) may be placed, when requested by the California Highway Patrol, on sections of highway regularly patrolled by aircraft.

**Standard:**

71 **The R48-2(CA) sign shall be used for both directions of travel.**

*Guidance:*

72 *The R48-2(CA) sign should be placed at the beginning of the section and spaced at 25 mile intervals. See Figure 3B-105(CA).*

## Vehicle Speed Feedback Signs

Option:

73 A Vehicle Speed Feedback sign that displays to approaching drivers the speed at which they are traveling may be installed in conjunction with a Speed Limit (R2-1) sign.

**Standard:**

74 **If a Vehicle Speed Feedback sign displaying approach speeds is installed, the legend shall be YOUR SPEED XX. The numerals displaying the speed shall be white, yellow, yellow-green or amber color on black background. When activated, lights shall be steady-burn conforming to the provisions of CVC Sections 21466 and 21466.5. Vehicle Speed Feedback signs shall not alternatively be operated as variable speed limit signs.**

*Guidance:*

75 *To the degree practical, numerals for displaying approach speeds should be similar font and size as numerals on the corresponding Speed Limit (R2-1) sign.*

Option:

76 When used, the Vehicle Speed Feedback sign may be mounted on either a separate support or on the same support as the Speed Limit (R2-1) sign.

77 In lieu of lights, legend may be retroreflective film for flip-disk systems.

78 The legend YOUR SPEED may be white on black plaque located above the changeable speed display.

Support:

79 Driver comprehension may improve when the Vehicle Speed Feedback Sign is mounted on the same support below the Speed Limit (R2-1) sign.

80 Vehicle Speed Feedback Signs are appropriate for use with advisory speed signs and with temporary signs in temporary traffic control zones.

**Basic Speed Law and Prima Facie Speed Limits – See CVC 22350 & 22352**

Support:

81 The basic speed law states "No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property."

**Standard:**

82 **Prima facie speed limits are specific limits and shall apply unless changed based upon an engineering and traffic survey (E&TS) and signs are posted that display the new speed limit.**

Option:

83 Prima facie speed limits may be preempted by the basic speed law, when roadway, traffic or weather conditions warrant a lower speed.

**Use of Metric System Designations – See CVC 21351.3**

Option:

84 Dual units for speed limits on signs may be placed on local streets and roads in both Metric and English units.

*Guidance:*

85 *If used, dual unit speed limits should be rounded to the nearest 10 km/h for Metric and 5 mph for English units for posting on signs on local streets and roads.*

Support:

86 Refer to AASHTO's Traffic Engineering Metric Conversion Factors. See Section 1A.11 for information regarding this publication.

**Standard:**

87 **Metric speed limits shall not be placed on State highways. For use in this California MUTCD, 70 mph shall be shown as a metric equivalent of 110 km/h, neither of which shall be used on any local street or road.**

**Legal Authority for Establishing Speed Limits**

Support:

88 Delegation of legal authority to set speed limits on State highways is given to Caltrans District Directors. The District Director of each transportation district is authorized to issue orders regulating the speed of traffic, up to 65 mph on State highways. The Director of Caltrans retains the authority to approve variable, minimum, and maximum speeds up to 70 mph on State freeways.

**Standard:**

89 **The speed limits shown in Table 2B-101(CA) shall apply, unless changed upon the basis of an engineering and traffic survey (E&TS).**

Option:

90 The speed limits shown in Table 2B-102(CA) may apply, unless changed upon E&TS.

**Variable Speed Limits on Freeways - See CVC 22355**

Option:

91 The following speed limits may apply:

- Whenever Caltrans determines based upon an engineering and traffic survey (E&TS) that the safe and orderly movement of traffic upon any freeway segment will be facilitated by the establishment of variable speed limits.
- Caltrans may erect, regulate, and control signs upon the state highway which is a freeway, or any portion thereof, which, if used, signs shall be designed to permit display of different speeds at various times of the day or night.
- Such signs need not conform to the standards & specifications per CVC 21400, but if used, shall be of sufficient size and clarity to give adequate notice of the applicable speed limit.

**Minimum Speed Limits on State Highways - See CVC 22400**

Option:

92 The following speed limits may apply:

- Whenever Caltrans determines based upon an engineering and traffic survey (E&TS) that slow speeds on any part of a state highway consistently impede the normal and reasonable movement of traffic, Caltrans may determine and declare a minimum speed limit. Appropriate signs giving notice shall then be installed on that segment.
- A motorist can be cited for stopping or impeding the normal and reasonable movement of traffic unless the stop is necessary for safe operation and in compliance with the law.

**Speed Traps**

Support:

93 Refer to CVC 40802 for Speed Traps.

**Standard:**

94 **A speed trap shall not apply to a local street, road, or school zone.**

95 **A section of highway shall be defined as a speed trap if the prima facie speed limit is not justified by an engineering and traffic survey (E&TS) within five years, and the enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects.**

96 **This time provision shall be extended to seven years when using radar and all of the following criteria are met:**

- **The arresting officer has successfully completed a minimum of 24 hours of certified radar operator course training.**
- **The radar used to measure the speed meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within three years of the alleged violation.**

97 **This time provision shall be extended to seven years when using laser or other electronic device (other than radar) and all of the following criteria are met:**

- **The arresting officer has successfully completed a minimum of 24 hours of certified radar operator course training.**
- **The arresting officer has successfully completed a minimum of 2 hours of additional approved certified training.**
- **The radar used to measure the speed meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within three years of the alleged violation.**

Option:

98 This time provision for an E&TS may be extended to ten years when all of the above conditions are met and no significant changes in roadway or traffic conditions have occurred, including changes in adjoining property or land use, roadway width, or traffic volume as determined by a registered engineer.

**Truck Speed Zone on Descending Grades**

*Guidance:*

99 *Highway descending grades, if used for posting TRUCK Speed Limit signs (R2-1 and M4-4) for trucks travelling downhill, should have recorded incident history of runaway commercial vehicles. Descending grades shorter than 1 mile should be avoided for posting signs because deceleration of vehicles due to braking action can generally provide sufficient control on descending grades of less than 1 mile.*

Support:

100 To establish a downhill truck speed limit, a physical profile showing length and gradient and a downhill speed profile for three or more axle commercial vehicles with a gross rating of 10,000 lbs. or more will be provided.

**Standard:**

101 **Speed profiles for truck speed limits shall be prepared on the same form as other speed surveys. An analysis of collisions involving trucks shall be prepared.**

*Guidance:*

102 *Posted speeds should be on the low side of the scale, generally within the pace of loaded commercial vehicles.*

**Standard:**

103 **If warranted, the Caltrans District Director shall issue a standard speed zone order.**

Support:

104 Posting of the regulation will be by placement of a standard 36 x 45 inch Speed Limit (R2-1) sign with a TRUCK (M4-4) plate above.

**Standard:**

105 **A standard End Speed Limit (R3(CA)) sign with TRUCK (M4-4) plate shall be posted at the end of the truck zone when appropriate.**

Speed Zones in Temporary Traffic Control Areas

Support:

106 For signing and establishing speed zones in temporary traffic control areas, refer to Section 6C.01 in Part 6.

## Section 2B.14 Truck Speed Limit Plaque (R2-2P)

**Standard:**

01 **Where a special speed limit applies to trucks or other vehicles, the legend TRUCKS XX or such similar legend shall be displayed below the legend Speed Limit XX on the same sign ~~or on a separate R2-2P plaque (see Figure 2B-3) below the standard legend.~~**

02 **The Truck Speed Limit (R2-2) sign shall not be used in California. The TRUCK (M4-4) plaque placed above the Speed Limit (R2-1) sign shall be used instead.**

03 **The TRUCK (M4-4) plaque shall be placed above the Speed Limit (R2-1) sign to indicate the truck speed limit. It shall also be placed above the End Speed Limit (R3(CA)) sign to mark the end of truck speed limits.**

Support:

04 Refer to Section 2B.13 for more details.

## Section 2B.15 Night Speed Limit Plaque (R2-3P)

**Standard:**

01 **Where different speed limits are prescribed for day and night, both limits shall be posted.**

*Guidance:*

02 *A Night Speed Limit (R2-3P) plaque (see Figure 2B-3) should be reversed using a white retroreflectorized legend and border on a black background.*

Option:

03 A Night Speed Limit plaque may be combined with or installed below the standard Speed Limit (R2-1) sign.

Support:

04 Refer to CVC 22355.

## Section 2B.16 Minimum Speed Limit Plaque (R2-4P)

**Standard:**

01 **A Minimum Speed Limit (R2-4P) plaque (see Figure 2B-3) shall be displayed only in combination with a Speed Limit sign.**

Option:

02 Where engineering judgment determines that slow speeds on a highway might impede the normal and reasonable movement of traffic, the Minimum Speed Limit plaque may be installed below a Speed Limit (R2-1)

# APPENDIX C

Traffic Radar Certification

# RHF Inc.
Radar Repair

# TRAFFIC RADAR CERTIFICATION

**TESTED TO NHTSA SPECIFICATIONS / IACP CRITICAL PERFORMANCE STANDARDS**
**(NHTSA) National Highway and Traffic Safety Administration.**
**(IACP) International Association of Chiefs of Police**

**16202 Keats Circle**
**Westminster, Calif. 92683**

**R.H.F. is a certified independent testing and repair facility.**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | TEST ID | Date Received: 9-15-17 | Certification Number: 72257 | | | | | | |
| 2 | DEVICE ID | Make: **Kustom Electronics** | Model: **HR-12** | Type (1-IV): **IV** | | Directional radar: ☐ Yes ☐ ☑ No | Same direction: ☐ Yes ☐ ☑ No | | |
| | | Counting unit S/N: AA 4486 | Antenna-1 S/N: **N/A** | | | Antenna-2 S/N: **N/A** | | | |
| 3 | § 2.4 / § 5.4 TUNING FORK CALIBRATION | Low speed fork S/N | Last date calib. | Freq. (Hz) | Speed (mph) | Measured (Hz) | | PASS | FAIL |
| | | High speed fork S/N | Last date calib. | Freq. (Hz) | Speed (mph) | Measured (Hz) | | | |
| 4 | § 2.5 / § 5.5 RADAR DEVICE TUNING FORK TESTS | | | Lo fork | | High fork | | PASS | FAIL |
| | | Stationary mode | Fork speed (mph) | 35 | | 65 | | | |
| | | | Disp. Speed (mph) | 35 | | 65 | | | |
| | | Moving mode Opposite Direction | TARGET SPEED (Hi fork – Lo fork) | Expected. (mph) **30** | | Displayed. (mph) | | | |
| | | Moving mode Same Direction | TARGET SPEED Hi fork + Lo fork Ho fork - Lo fork | Expected. (mph) **N/A** | | Displayed. (mph) **N/A** | | | |
| 5 | § 2.6.1. / § 5.6.1 TRANSMISSION FREQUENCY STABILITY | Standard supply Voltage (V) **13.6 V** | Antenna 1 Freq. GHz 24.168 | | | Antenna 2 Freq. GHz **N/A** | | PASS | FAIL |
| | | Standard supply Voltage – 20% (V) **10.8 V** | Antenna 1 Freq. GHz 24.168 | | | Antenna 2 Freq. GHz **N/A** | | | |
| | | Standard supply voltage + 20% (V) **16.3 V** | Antenna 1 Freq. GHz 24.168 | | | Antenna 2 Freq. GHz **N/A** | | | |
| 6 | § 2.6.5 / § 5.6.5 POWER DENSITY | Mfg. Spec. (max mW/cm) ≤ **5** | Antenna 1 Power (mW/cm) .71 | | | Antenna 2 Power (mW/cm) **N/A** | | PASS | FAIL |
| 7 | § 2.8 / § 5.8 LOW VOLTAGE | Mfg. spec. (V) ≤**10.8 V** | LVA activates (V) 9.7 | | | LVA deactivates (V) 10.7 | | PASS | FAIL |
| 8 | § 2.9.1 / § 5.9.1 DOPPLER AUDIO | A. Audio tone correlates with received Doppler signal ☐ ☑ Yes ☐ ☐ No | | | | | | PASS | FAIL |
| | | B. Functioning audio volume-adjustment control ☐ ☑ Yes ☐ ☐ No | | | | | | | |
| 9 | § 2.12.4 / § 5.12.4 INTERNAL CIRCUIT | Mfg. Spec. **64 64** | Test results 64 64 | | | | | PASS | FAIL |
| 10 | § 2.12.6.5 / § 5.12.6.5 DIRECTIONAL | A. Selects only targets moving towards radar ☐ Yes ☐ ☐ No ☐ ☑ N.A. | | | | | | PASS | FAIL |
| | | B. Selects only targets moving away from radar ☐ Yes ☐ ☐ No ☐ ☑ N.A. | | | | | | | |
| 11 | § 2.12.7 / § 2.12.8 / 5.12.7 / 5.12.8 LOW AND HIGH SPEED DISPLAY TEST | Stationary mode: target channel (mph) | Low speed spec. **20** | | | Lo speed disp. 20 | | PASS | FAIL |
| | | | Hi speed spec. **199** | | | Hi speed disp. 199 | | | |
| | | Moving Mode target channel (mph) | Low speed spec. **20** | | | Lo speed disp. 20 | | | |
| | | | Hi speed spec. **90** | | | Hi speed disp. 90 | | | |
| | | Moving Mode: patrol channel (mph) | Low speed spec. **20** | | | Lo speed disp. 20 | | | |
| | | | Hi speed spec. **80** | | | Hi speed disp. 80 | | | |
| 12 | § 2.13 / § 5.13 RFI TEST | | | | | | | PASS | FAIL |
| 13 | LABORATORY COMMENTS | | | | | | | | |
| | | ***This radar device meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration. California Vehicle Code Section 40802*** ☑ **PASS** ☐ **FAIL** | | | | | | | |
| 14 | ~~NHTSA/IACP~~ CERTIFICATION | **Certified by:** Fred Bauman | | | | **Date:** 9-15-17 | | | |
| 15 | INVENTORY | ☐ Fork Cert ☐ Manual ☐ 2nd Ant. ☐ Remote ☐ Bat. ☐ Carrying Case ☐ Other: (please list) | | | | | | | |

# RHF Inc.
Radar Repair

# TRAFFIC RADAR CERTIFICATION

**TESTED TO NHTSA SPECIFICATIONS / IACP CRITICAL PERFORMANCE STANDARDS**
**(NHTSA) National Highway and Traffic Safety Administration.**
**(IACP) International Association of Chiefs of Police.**

**R.H.F. is a certified independent testing and repair facility.**

**16202 Keats Circle**
**Westminster, Calif. 92683**

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | TEST ID | Date Received 9-15-17 | | Certification Number 72256 | | | | | | |
| 2 | DEVICE ID | Make **Decatur** | | Model **Genesis VP or VPD** | | Type (I-IV) **III** | | Directional radar ☑Yes ☐No | Same direction ☐Yes ☑No | |
| | | Counting unit S/N 1413 | | Antenna-1 S/N **N/A** | | | | Antenna-2 S/N **N/A** | | |
| 3 | § 2.4 / § 5.4 TUNING FORK CALIBRATION | Low speed fork S/N 101052 | Last date calib. | Freq. (Hz) | Speed (mph) 33 | Measured (Hz) 2390 | | PASS | | FAIL |
| | | High speed fork S/N 101209 | Last date calib. | Freq. (Hz) | Speed (mph) 77 | Measured (Hz) 5585 | | | | |
| 4 | § 2.5 / § 5.5 RADAR DEVICE TUNING FORK TESTS | | | Lo fork | | High fork | | PASS | | FAIL |
| | | Stationary mode | Fork speed (mph) | 33 | | 77 | | | | |
| | | | Disp. Speed (mph) | 33 | | 77 | | | | |
| | | Moving mode Opposite Direction | TARGET SPEED (Hi fork – Lo fork) | Expected. (mph) | | Displayed. (mph) N/A | | | | |
| | | Moving mode Same Direction | TARGET SPEED Hi fork + Lo fork Hi fork - Lo fork | Expected. (mph) | | Displayed. (mph) N/A | | | | |
| 5 | § 2.6.1. / § 5.6.1 TRANSMISSION FREQUENCY STABILITY | Standard supply Voltage (V) 7.2 V | | Antenna 1 Freq. GHz 24.168 | | Antenna 2 Freq. GHz N/A | | PASS | | FAIL |
| | | Standard supply Voltage – 20% (V) 6.2 V | | Antenna 1 Freq. GHz N/A | | Antenna 2 Freq. GHz N/A | | | | |
| | | Standard supply voltage + 20% (V) 8.6 V | | Antenna 1 Freq. GHz N/A | | Antenna 2 Freq. GHz N/A | | | | |
| 6 | § 2.6.5 / § 5.6.5 POWER DENSITY | Mfg. Spec. (max mW/cm) ≤ 2 | | Antenna 1 Power (mW/cm) .41 | | Antenna 2 Power (mW/cm) N/A | | PASS | | FAIL |
| 7 | § 2.8 / § 5.8 LOW VOLTAGE | Mfg. spec. (V) ≤ 6.2 V | | LVA activates (V) N/A | | LVA deactivates (V) N/A | | PASS | | FAIL |
| 8 | § 2.9.1 / § 5.9.1 DOPPLER AUDIO | A. Audio tone correlates with received Doppler signal ☑Yes ☐No<br>B. Functioning audio volume-adjustment control ☑Yes ☐No | | | | | | PASS | | FAIL |
| 9 | § 2.12.4 / § 5.12.4 INTERNAL CIRCUIT | Mfg. Spec. **PASS** | | Test results PASS | | | | PASS | | FAIL |
| 10 | § 2.12.6.5 / § 5.12.6.5 DIRECTIONAL | A. Selects only targets moving towards radar ☑Yes ☐No ☐N.A.<br>B. Selects only targets moving away from radar ☑Yes ☐No ☐N.A. | | | | | | PASS | | FAIL |
| 11 | § 2.12.7 / § 2.12.8 / 5.12.7 / 5.12.8 LOW AND HIGH SPEED DISPLAY TEST | Stationary mode: target channel (mph) | Low speed spec. 5 | | Lo speed disp. 5 | | | PASS | | FAIL |
| | | | Hi speed spec. 200 | | Hi speed disp. 200 | | | | | |
| | | Moving Mode target channel (mph) | Low speed spec. N/A | | Lo speed disp. N/A | | | | | |
| | | | Hi speed spec. N/A | | Hi speed disp. N/A | | | | | |
| | | Moving Mode: patrol channel (mph) | Low speed spec. N/A | | Lo speed disp. N/A | | | | | |
| | | | Hi speed spec. N/A | | Hi speed disp. N/A | | | | | |
| 12 | § 2.13 / § 5.13 RFI TEST | | | | | | | PASS | | FAIL |
| 13 | LABORATORY COMMENTS | | | | | | | | | |
| 14 | ~~NHTSA/IACP~~ CERTIFICATION | ***This radar device meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration. California Vehicle Code Section 40802*** ☑PASS ☐FAIL<br>**Certified by:** Fred Bauman **Date:** 9-15-17 | | | | | | | | |
| 15 | INVENTORY | ☐ Fork Cert ☐ Manual ☐ 2nd Ant. ☐ Remote ☐ Bat.<br>☐ Carrying Case ☐ Other: (please list) | | | | | | | | |

# APPENDIX D

Engineering and Traffic Survey Summary Reports

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | X | 1 | |
| 55 | XX | XX | 4 | |
| 54 | X | | 1 | |
| 53 | | XX | 2 | |
| 52 | XXXX | XX | 6 | |
| 51 | XXXX | | 4 | |
| 50 | XXX | XX | 5 | |
| 49 | XXX | XXXXXX | 9 | ^ |
| 48 | XXXXXXXX | XXX | 10 | ^ |
| 47 | XXXXXXXXXX | XXXXXX | 16 | ^ |
| 46 | XXXXXXXXXX | XXXXXX | 16 | P |
| 45 | XXXXXXXXXXXX | XXXXXXXXXXXX | 23 | A |
| 44 | XXXXXXXXX | XXXXXX | 15 | C |
| 43 | XXXXXXXXXX | XXXXXXXXXXX | 21 | E |
| 42 | XXXXXXXXX | XXXXXXXXX | 18 | v |
| 41 | XX | XXXXXXXXXX | 12 | v |
| 40 | XXXXXXXX | XXXXXXXX | 15 | v |
| 39 | XX | XXXXXXX | 9 | |
| 38 | XXX | XXXXX | 8 | |
| 37 | X | X | 2 | |
| 36 | X | XX | 3 | |
| 35 | | | 0 | |
| 34 | | | 0 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Ball Road

**LOCATION:** Bloomfield Street to Denni Street

**DATE:** 2/1/2019 **TIME START** 8:33 **TIME STOP:** 9:26

**SURVEY ADDRESS:** EB: 4312 Ball Rd, WB: 4165 Ball Rd

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail, park

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 21,228 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.34 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 43 mph |
| 15TH %: | 39 mph |
| AVERAGE SPEED: | 44 mph |
| 10 MPH PACE: | 40 - 49 mph |
| % IN PACE: | 78% |
| % OVER PACE: | 12% |
| % UNDER PACE: | 11% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 1 BalBloDen.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | X | | 1 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | X | X | 2 | |
| 55 | | X | 1 | |
| 54 | XX | XXXX | 6 | |
| 53 | XXX | X | 4 | |
| 52 | | X | 1 | |
| 51 | X | XX | 3 | |
| 50 | XXXXX | XXX | 8 | |
| 49 | XXX | XX | 5 | |
| 48 | XXX | XXXXX | 8 | ^ |
| 47 | XXXX | XXXXXXXXX | 13 | ^ |
| 46 | XXXXXX | XXXXXX | 12 | ^ |
| 45 | XXXXXXXXXX | XXXXXXXXXXXXXXXX | 28 | P |
| 44 | XXXXXXXXXX | XXXXXXXX | 18 | A |
| 43 | XXXXXXXXXXXXXXX | XXXXXXXXXX | 25 | C |
| 42 | XXXXXXXX | XXXXXXXX | 16 | E |
| 41 | XXXXXXXX | XXXX | 12 | V |
| 40 | XXXXXXX | XXXXXXXX | 15 | V |
| 39 | XXXXXXXX | XXXX | 12 | V |
| 38 | XXX | XX | 5 | |
| 37 | X | X | 2 | |
| 36 | | XX | 2 | |
| 35 | X | | 1 | |
| 34 | | | 0 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Ball Road

**LOCATION:** Denni Street to Moody Street

**DATE:** 2/1/2019 **TIME START** 9:33 **TIME STOP:** 10:36

**SURVEY ADDRESS:** EB: 4800 Ball Rd, WB: 4625 Ball Rd

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, park

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 21,231 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.17 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 43 mph |
| 15TH %: | 39 mph |
| AVERAGE SPEED: | 44 mph |
| 10 MPH PACE: | 39 - 48 mph |
| % IN PACE: | 80% |
| % OVER PACE: | 16% |
| % UNDER PACE: | 5% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 2 BalDenMoo.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | X | 1 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | XX | | 2 | |
| 53 | X | X | 2 | |
| 52 | XX | XX | 4 | |
| 51 | X | XXXX | 5 | |
| 50 | XXXX | XXXXX | 9 | |
| 49 | X | XX | 3 | |
| 48 | XXXX | XXXXXX | 10 | ^ |
| 47 | XXXX | XXXXX | 9 | ^ |
| 46 | XXXXXX | XXXXXXXXX | 15 | ^ |
| 45 | XXXXXXXXXX | XXXX | 14 | P |
| 44 | XXX | XXXXXXXX | 11 | A |
| 43 | XXXXXXXXXX | XXXXXXXXXXX | 21 | C |
| 42 | XXXXXXXXXX | XXXXXXX | 17 | E |
| 41 | XXXXXXXXX | XXXXXXXXX | 18 | V |
| 40 | XXXXX | XXXXXXXXXXXX | 17 | V |
| 39 | XXXXXXXXX | XXX | 12 | V |
| 38 | XXXX | XXXXXX | 10 | |
| 37 | XXXXXXX | | 7 | |
| 36 | XX | XX | 4 | |
| 35 | XXX | XX | 5 | |
| 34 | | X | 1 | |
| 33 | X | | 1 | |
| 32 | XX | | 2 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Ball Road

**LOCATION:** Moody Street to Walker Street

**DATE:** 2/1/2019 **TIME START** 10:50 **TIME STOP:** 11:43

**SURVEY ADDRESS:** 5200 Ball Rd

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 23,802 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 5 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.38 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 47 mph |
| 50TH %: | 42 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 43 mph |
| 10 MPH PACE: | 39 - 48 mph |
| % IN PACE: | 72% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 15% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 3 BalMooWal.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | X | | 1 | |
| 55 | | | 0 | |
| 54 | XXX | | 3 | |
| 53 | | | 0 | |
| 52 | X | | 1 | |
| 51 | X | X | 2 | |
| 50 | XX | XX | 4 | |
| 49 | XXXXX | XXXX | 9 | A |
| 48 | XXXX | XXXXXXX | 11 | A |
| 47 | XXXXX | XXXXX | 10 | A |
| 46 | XXXXXXXXX | XXXXXXXXX | 18 | P |
| 45 | XXXXXXXX | XXXXXXXXXXXXX | 21 | A |
| 44 | XXXX | XXXXXXXX | 12 | C |
| 43 | XXXXXXXXXXXXX | XXXXXXXX | 21 | E |
| 42 | XXXXXXXX | XXXXXXXXXXXX | 20 | V |
| 41 | XXXXXX | XXXXXXXXX | 15 | V |
| 40 | XXXXXXX | XXX | 10 | V |
| 39 | XXXXXXX | XX | 9 | |
| 38 | XXXX | XXXXXXX | 11 | |
| 37 | X | X | 2 | |
| 36 | XXXXX | XX | 7 | |
| 35 | XX | XXX | 5 | |
| 34 | X | X | 2 | |
| 33 | XX | XX | 4 | |
| 32 | X | X | 2 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Ball Road

**LOCATION:** Walker Street to Valley View Street

**DATE:** 2/1/2019 **TIME START** 11:55 **TIME STOP:** 12:47

**SURVEY ADDRESS:** EB: 5834 Ball Rd, WB: 6340 Ball Rd

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail, elementary school

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 23,453 **SEGMENT LENGTH:** 0.49

**ACCIDENT HISTORY:** 15 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.20 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 47 mph |
| 50TH %: | 42 mph |
| 15TH %: | 37 mph |
| AVERAGE SPEED: | 43 mph |
| 10 MPH PACE: | 40 - 49 mph |
| % IN PACE: | 74% |
| % OVER PACE: | 6% |
| % UNDER PACE: | 21% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 4 BalWalVal xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | X | 1 | |
| 56 | | XX | 2 | |
| 55 | | X | 1 | |
| 54 | | XXX | 3 | |
| 53 | XX | XXX | 5 | |
| 52 | | | 0 | |
| 51 | X | XX | 3 | |
| 50 | X | X | 2 | |
| 49 | X | | 1 | |
| 48 | XXXXX | XX | 7 | |
| 47 | XXX | XXXXXX | 9 | ^ |
| 46 | XXX | XXXXX | 8 | ^ |
| 45 | XXXXX | XXX | 8 | ^ |
| 44 | XXXXXXXXX | XXXXXXXX | 16 | P |
| 43 | XXXXXXXXX | XXXXXXXXXX | 19 | A |
| 42 | XXXXXXXX | XXXXXXXXXX | 18 | C |
| 41 | XXXXXXXXXXX | XXXXXXX | 18 | E |
| 40 | XXXXXXXXXXXXX | XXXXXXX | 20 | v |
| 39 | XXXXXXXXXX | XXXXXXX | 17 | v |
| 38 | XXXXXXX | XXXXX | 12 | v |
| 37 | XX | XXX | 5 | |
| 36 | XXXX | XXXXX | 9 | |
| 35 | X | XXX | 4 | |
| 34 | XX | | 2 | |
| 33 | X | XX | 3 | |
| 32 | XX | XXX | 5 | |
| 31 | | | 0 | |
| 30 | | X | 1 | |
| 29 | X | | 1 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Ball Road

**LOCATION:** Valley View Street to Holder Street

**DATE:** 2/1/2019 **TIME START** 1:26 **TIME STOP:** 2:23

**SURVEY ADDRESS:** EB: 6340 Ball Rd, WB: 6299 Ball Rd

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail, park

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 21,065 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.26 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 46 mph |
| 50TH %: | 41 mph |
| 15TH %: | 37 mph |
| AVERAGE SPEED: | 42 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 73% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 15% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 5 BalValHol.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | X | X | 2 | |
| 57 | X | X | 2 | |
| 56 | | | 0 | |
| 55 | X | X | 2 | |
| 54 | | XXX | 3 | |
| 53 | XX | X | 3 | |
| 52 | | X | 1 | |
| 51 | XX | X | 3 | |
| 50 | XXXX | XX | 6 | |
| 49 | XXXXX | XX | 7 | |
| 48 | XXXXXXXXX | XXX | 12 | |
| 47 | XXXXXXXXXX | XXXXXX | 16 | A |
| 46 | XXXXX | XXXX | 9 | A |
| 45 | XXXXXXXX | XXXXXXXXXXX | 20 | A |
| 44 | XXXXXXXXXXX | XXXXX | 16 | P |
| 43 | XXXXXXX | XXXXXXXXX | 16 | A |
| 42 | XXXXXXXXXX | XXXXX | 15 | C |
| 41 | XX | XXXXXXX | 9 | E |
| 40 | XXXXX | XXXXXXXXXXXXXXXXX | 22 | V |
| 39 | XXX | XXXXXX | 9 | V |
| 38 | XXXXXXX | XXXXXX | 13 | V |
| 37 | XXX | XX | 5 | |
| 36 | XXXXX | XX | 7 | |
| 35 | | X | 1 | |
| 34 | | X | 1 | |
| 33 | | | 0 | |
| 32 | | X | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 201 | |

**ROADWAY:** Cerritos Avenue

**LOCATION:** Bloomfield Street to Denni Street

**DATE:** 2/6/2019 **TIME START** 12:31 **TIME STOP:** 1:11

**SURVEY ADDRESS:** EB: 4274 Cerritos Ave, WB: 4304 Cerritos Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial, residential, middle school, churches

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 27,021 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.20 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 43 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 44 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 72% |
| % OVER PACE: | 20% |
| % UNDER PACE: | 7% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 6 CerBloDen.xls 2/19/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | X | 1 | |
| 57 | | | 0 | |
| 56 | X | XX | 3 | |
| 55 | X | X | 2 | |
| 54 | XXXX | X | 5 | |
| 53 | X | | 1 | |
| 52 | | XXX | 3 | |
| 51 | XX | XXXX | 6 | |
| 50 | XXXX | XXXXX | 9 | ^ |
| 49 | XXXXXXX | XXXXXXX | 14 | ^ |
| 48 | XXXXXXXX | XXXXXXXX | 16 | ^ |
| 47 | XXXXXXX | XXXXXXXXX | 16 | P |
| 46 | XXXXXXXXXX | XXXXXXXXXXXX | 22 | A |
| 45 | XXXXXXXXXXXX | XXXXXX | 18 | C |
| 44 | XXXXXXXX | XXXXXXXX | 16 | E |
| 43 | XXXXXXXX | XXXXXX | 14 | V |
| 42 | XXXX | XXXXXXXXX | 13 | V |
| 41 | XXXXXXXX | XXXXXXX | 15 | V |
| 40 | XXXXXX | XXX | 9 | |
| 39 | X | XXX | 4 | |
| 38 | X | X | 2 | |
| 37 | X | X | 2 | |
| 36 | | | 0 | |
| 35 | XXX | X | 4 | |
| 34 | | XX | 2 | |
| 33 | X | | 1 | |
| 32 | | | 0 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 199 | |

**ROADWAY:** Cerritos Avenue

**LOCATION:** Denni Street to Moody Street

**DATE:** 2/6/2019 **TIME START** 1:26 **TIME STOP:** 2:07

**SURVEY ADDRESS:** EB: 4687 Cerritos Ave, WB: 4617 Cerritos Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial, residential

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 28,017 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.06 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 49 mph |
| 50TH %: | 45 mph |
| 15TH %: | 40 mph |
| AVERAGE SPEED: | 45 mph |
| 10 MPH PACE: | 41 - 50 mph |
| % IN PACE: | 77% |
| % OVER PACE: | 11% |
| % UNDER PACE: | 13% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 7 CerDenMoo.xls 2/19/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | X | | 1 | |
| 56 | X | X | 2 | |
| 55 | | XXX | 3 | |
| 54 | XX | | 2 | |
| 53 | X | XX | 3 | |
| 52 | X | X | 2 | |
| 51 | XX | XXX | 5 | |
| 50 | XX | XXXX | 6 | |
| 49 | XXXXXX | XXXXX | 11 | |
| 48 | XXXXXXX | XXXXX | 12 | |
| 47 | XXXXXXX | XXXXXXXX | 13 | |
| 46 | XXXXXXXX | XXXXXXXXXXX | 18 | |
| 45 | XXXXXXXXXXX | XXXXXXXXXX | 22 | |
| 44 | XXXXXXXXXX | XXXXXXXXXX | 20 | |
| 43 | XXXXXXXXXXX | XXXXXXXXXXX | 21 | |
| 42 | XXXXXXXXXX | XXXXXXXXX | 19 | |
| 41 | XXXX | XXXXX | 9 | |
| 40 | XXXXXX | X | 7 | |
| 39 | XXX | XX | 5 | |
| 38 | X | XXXXX | 6 | |
| 37 | | XXX | 3 | |
| 36 | XXX | X | 4 | |
| 35 | XX | XX | 4 | |
| 34 | | | 0 | |
| 33 | | X | 1 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | X | | 1 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

PACE: 46 - 55 mph

**ROADWAY:** Cerritos Avenue

**LOCATION:** Moody Street to Walker Street

**DATE:** 2/6/2019 **TIME START** 2:24 **TIME STOP:** 3:05

**SURVEY ADDRESS:** EB: 5185 Cerritos Ave, WB: 5187 Cerritos Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial, residential

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 29,608 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.12 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 44 mph |
| 15TH %: | 40 mph |
| AVERAGE SPEED: | 45 mph |
| 10 MPH PACE: | 40 - 49 mph |
| % IN PACE: | 76% |
| % OVER PACE: | 12% |
| % UNDER PACE: | 12% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 8 CerMooWal.xls 2/19/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | X | 1 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | X | | 1 | |
| 56 | X | XX | 3 | |
| 55 | | X | 1 | |
| 54 | XX | | 2 | |
| 53 | XX | | 2 | |
| 52 | XX | XX | 4 | |
| 51 | XX | XX | 4 | |
| 50 | XXXXXX | | 6 | |
| 49 | XXXXXXX | XXXXX | 12 | ^ |
| 48 | XXXXX | XXXXXXX | 12 | ^ |
| 47 | XXXXXXX | XXXXX | 12 | ^ |
| 46 | XXXXXX | XXXXXXXXX | 15 | P |
| 45 | XXXXXXXXXX | XXXXX | 15 | A |
| 44 | XXXXXXXXX | XXXXXXXXXXX | 20 | C |
| 43 | XXXXXXXX | XXXXXXXXX | 17 | E |
| 42 | XXXXXXXXX | XXXXXXXXX | 18 | V |
| 41 | XXXXXX | XXXXXXXXXXX | 17 | V |
| 40 | XXX | XXXXXXX | 10 | V |
| 39 | XXXXXXX | XXXX | 11 | |
| 38 | XXXXXX | XXX | 9 | |
| 37 | X | XXX | 4 | |
| 36 | | | 0 | |
| 35 | | XX | 2 | |
| 34 | | | 0 | |
| 33 | | X | 1 | |
| 32 | | X | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Cerritos Avenue

**LOCATION:** Walker Street to Valley View Street

**DATE:** 2/6/2019 **TIME START** 3:18 **TIME STOP:** 4:07

**SURVEY ADDRESS:** EB: 5620 Cerritos Ave, WB: 5699 Cerritos Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial, residential

**ROAD GEOMETRICS:** 3 lanes EB, 2 lanes WB, dual left turn lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 29,081 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 8 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.50 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 43 mph |
| 15TH %: | 39 mph |
| AVERAGE SPEED: | 44 mph |
| 10 MPH PACE: | 40 - 49 mph |
| % IN PACE: | 74% |
| % OVER PACE: | 12% |
| % UNDER PACE: | 14% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 9 CerWalVal.xls 2/19/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | XX | 2 | |
| 59 | X | | 1 | |
| 58 | | XX | 2 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | XX | 2 | |
| 53 | XX | X | 3 | |
| 52 | XX | | 2 | |
| 51 | X | XXXXXXXXX | 10 | |
| 50 | XXXX | XXX | 7 | |
| 49 | XXXXXX | XXXXXXXXX | 15 | A |
| 48 | XXXXXXXX | XXXX | 12 | A |
| 47 | XXXXXX | XXXXXXXXX | 15 | A |
| 46 | XXXXXXX | XX | 9 | P |
| 45 | XXXXXXXXXX | XXXXXXXXXXX | 21 | A |
| 44 | XXXXXXXXXXXXXX | XXXXX | 20 | C |
| 43 | XXXXXXXXXXXX | XXXXXXXXX | 21 | E |
| 42 | XXXX | XXXX | 8 | V |
| 41 | XXXXXX | XXXXXXXXX | 14 | V |
| 40 | XXXXX | XXXXXXXX | 12 | V |
| 39 | XXXXXX | XXXX | 10 | |
| 38 | XXXX | X | 5 | |
| 37 | XXX | XXX | 6 | |
| 36 | XXX | XXX | 6 | |
| 35 | | X | 1 | |
| 34 | | X | 1 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 205 | |

**ROADWAY:** Cerritos Avenue

**LOCATION:** Valley View Street to Holder Street

**DATE:** 2/6/2019 **TIME START** 11:14 **TIME STOP:** 12:03

**SURVEY ADDRESS:** EB: 6316 Cerritos Ave, WB: 6407 Cerritos Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 18,855 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.29 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 49 mph |
| 50TH %: | 44 mph |
| 15TH %: | 39 mph |
| AVERAGE SPEED: | 45 mph |
| 10 MPH PACE: | 40 - 49 mph |
| % IN PACE: | 72% |
| % OVER PACE: | 14% |
| % UNDER PACE: | 14% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. [illegible]
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 10 CerValHol.xls 2/19/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | X | | 1 | |
| 59 | | | 0 | |
| 58 | X | X | 2 | |
| 57 | | XX | 2 | |
| 56 | | XX | 2 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | XX | XXX | 5 | |
| 52 | X | XXX | 4 | |
| 51 | XXX | XX | 5 | |
| 50 | XXXXXXX | XX | 9 | |
| 49 | XXXX | XXXXX | 9 | |
| 48 | XXXX | XXX | 7 | |
| 47 | XXXXX | XXXXX | 10 | A |
| 46 | XXX | XXXXXXXXXX | 13 | A |
| 45 | XXXXXXXXXXXXXXX | XXXXXXXXX | 24 | A |
| 44 | XXXXXXXX | XXXXXX | 15 | P |
| 43 | XXXX | XXXXXXXXXX | 14 | A |
| 42 | XXXXXX | XXXXXXXXX | 15 | C |
| 41 | XXXXXX | XXXXXXXXXXX | 17 | E |
| 40 | XXXX | XXXXXX | 10 | V |
| 39 | XXXXXX | XXXX | 10 | V |
| 38 | XXXXX | XXXX | 9 | V |
| 37 | XXXXXX | X | 7 | |
| 36 | XX | | 2 | |
| 35 | XXX | X | 4 | |
| 34 | XX | X | 3 | |
| 33 | | | 0 | |
| 32 | X | | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Cerritos Avenue

**LOCATION:** Holder Street to Knott Avenue

**DATE:** 2/6/2019 **TIME START** 10:04 **TIME STOP:** 11:02

**SURVEY ADDRESS:** EB: 6866 Cerritos Ave, WB: 3569 Cerritos Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, elementary school, retail

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, bike lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 18,597 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.39 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 49 mph |
| 50TH %: | 43 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 44 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 69% |
| % OVER PACE: | 23% |
| % UNDER PACE: | 9% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 11 CerHolKno.xls 2/19/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | X | XXX | 4 | |
| 51 | XXXX | XXX | 7 | ^ |
| 50 | XXX | XX | 5 | ^ |
| 49 | XXXXX | XXX | 8 | ^ |
| 48 | XX | XXXX | 6 | P |
| 47 | XXXX | XXXXX | 9 | A |
| 46 | XX | XXXX | 6 | C |
| 45 | XXXX | XXXXX | 9 | E |
| 44 | XXXXX | XXXXX | 10 | v |
| 43 | XXXXXXXXX | X | 10 | v |
| 42 | XXX | XX | 5 | v |
| 41 | XXXX | XX | 6 | |
| 40 | X | | 1 | |
| 39 | X | XXXX | 5 | |
| 38 | X | XXX | 4 | |
| 37 | X | | 1 | |
| 36 | | X | 1 | |
| 35 | | XXX | 3 | |
| 34 | | | 0 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Crescent Avenue

**LOCATION:** 240' West of Acacia Drive to 400' West of Moody Street

DATE: 2/19/19 TIME START 2:08 TIME STOP: 2:49

SURVEY ADDRESS: 4301 Crescent Ave

ROAD CONDITION: Good

WEATHER: Clear

ROAD DESCRIPTION: Residential, cemetery on south side

ROAD GEOMETRICS: 2 lanes each direction, double yellow centerline, bike lane

CONDITIONS NOT READILY APPARENT:

AVERAGE DAILY TRAFFIC: 15,808 SEGMENT LENGTH: 0.65

ACCIDENT HISTORY: 13 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

ACCIDENT RATE: 1.15 acc/mvm EXPECTED RATE: 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 49 mph |
| 50TH %: | 44 mph |
| 15TH %: | 40 mph |
| AVERAGE SPEED: | 45 mph |
| 10 MPH PACE: | 42 - 51 mph |
| % IN PACE: | 75% |
| % OVER PACE: | 4% |
| % UNDER PACE: | 21% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

EXISTING SPEED LIMIT: 45 PROPOSED SPEED LIMIT: 45

OBSERVED BY: T.L. Hartman

REVIEWED BY: David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 12 Cre240Moo.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | XXX | 3 | |
| 48 | | XXX | 3 | |
| 47 | XX | XXXX | 6 | |
| 46 | XXX | XXXXXXXX | 11 | A |
| 45 | XXX | XXXXXXX | 10 | A |
| 44 | XXXXXXXXXX | XXXXXXXXX | 19 | A |
| 43 | XXXXXX | XXXXXXX | 13 | P |
| 42 | XXXXXXXXXX | XXXXXXXX | 18 | A |
| 41 | XXXXXXXXXXXXXXX | XXXXXXXXX | 25 | C |
| 40 | XXXXXXXXXX | XXXXXXXXX | 19 | E |
| 39 | XXXXXXXXXXX | XXXXXXXXX | 20 | V |
| 38 | XXXXXXX | XXX | 10 | V |
| 37 | XXXXXXXXXX | XXXXXXX | 17 | V |
| 36 | XX | XXX | 5 | |
| 35 | XX | XXXXXXX | 9 | |
| 34 | XXXXXX | XXX | 9 | |
| 33 | XX | | 2 | |
| 32 | | | 0 | |
| 31 | | X | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Crescent Avenue

**LOCATION:** Moody Street to 720' east of Walker Street

**DATE:** 2/19/19 **TIME START** 1:14 **TIME STOP:** 1:59

**SURVEY ADDRESS:** EB: 5140 Crescent Ave, WB: 5119 Crescent Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, high school on north side, sport park on south side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow center lane, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 17,018 **SEGMENT LENGTH:** 0.64

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.17 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 81% |
| % OVER PACE: | 6% |
| % UNDER PACE: | 13% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 13 CreMoo720.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | X | 1 | |
| 59 | | | 0 | |
| 58 | | X | 1 | |
| 57 | X | | 1 | |
| 56 | X | XX | 3 | |
| 55 | | X | 1 | |
| 54 | XX | | 2 | |
| 53 | XX | X | 3 | |
| 52 | X | XX | 3 | |
| 51 | X | X | 2 | |
| 50 | XXXX | XXX | 7 | |
| 49 | XXXXX | XXXX | 9 | |
| 48 | XXXXX | XXX | 8 | ^ |
| 47 | XXXXXXXXX | XXXXXXXXXX | 17 | ^ |
| 46 | XXXXXXXXX | XXXXX | 13 | ^ |
| 45 | XXXXXXXXXX | XXXXXXXX | 17 | PACE |
| 44 | XXXXXXXXXXXX | XXXXXXXX | 20 | V |
| 43 | XXXX | XXXXXX | 10 | V |
| 42 | XXXXXXX | XXXXXXXXXXXX | 19 | V |
| 41 | XXXXX | XXXXXXXXX | 14 | V |
| 40 | XXXXXXXXXXXXX | XXX | 15 | V |
| 39 | XXXX | XXXXXXXX | 12 | |
| 38 | XXX | X | 4 | |
| 37 | XXX | X | 4 | |
| 36 | XX | X | 3 | |
| 35 | | XXXXX | 5 | |
| 34 | | XX | 2 | |
| 33 | | XXX | 3 | |
| 32 | | X | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Katella Avenue

**LOCATION:** Lexington Drive to Winners Circle

**DATE:** 2/11/2019 **TIME START** 9:11 **TIME STOP:** 9:48

**SURVEY ADDRESS:** EB: 4784 Katella Ave, WB: 4909 Katella Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial on the north side, residential on the south side

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 42,243 **SEGMENT LENGTH:** 0.79

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.11 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 43 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 44 mph |
| 10 MPH PACE: | 39 - 48 mph |
| % IN PACE: | 73% |
| % OVER PACE: | 17% |
| % UNDER PACE: | 11% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 14 KatLexWin.xls 2/20/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | X | | 1 | |
| 57 | X | X | 2 | |
| 56 | | | 0 | |
| 55 | X | X | 2 | |
| 54 | | X | 1 | |
| 53 | | XX | 2 | |
| 52 | XX | XX | 4 | |
| 51 | | X | 1 | |
| 50 | XXXX | X | 5 | |
| 49 | XX | XX | 4 | |
| 48 | XXXXXXXX | X | 9 | |
| 47 | XXXXXXX | XXXXXXX | 14 | ^ |
| 46 | XXXX | XXXXXXXXXX | 14 | ^ |
| 45 | XXXX | XXXXXXXXX | 13 | ^ |
| 44 | XX | XXXXXXX | 9 | PACE |
| 43 | XXXXXXXX | XXXXXXXXXXXX | 21 | |
| 42 | XXXXXXXXXX | XXXXX | 15 | |
| 41 | XXXXXX | XXXXXXXX | 14 | |
| 40 | XXXXXXXXXXXXXX | XXXXXXX | 21 | |
| 39 | XXXXXX | XXXXX | 11 | |
| 38 | XXXXXX | XXXXXX | 12 | |
| 37 | XXXX | XX | 6 | |
| 36 | XXXX | XXXXX | 9 | |
| 35 | XXX | XX | 5 | |
| 34 | XXX | XX | 5 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Katella Avenue

**LOCATION:** Winners Circle to Walker Street

**DATE:** 2/11/2019 **TIME START** 8:30 **TIME STOP:** 9:00

**SURVEY ADDRESS:** EB: 5370 Katella Ave, WB: 5373 Katella Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 44,830 **SEGMENT LENGTH:** 0.20

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.10 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| **85TH %:** | 47 mph |
| **50TH %:** | 42 mph |
| **15TH %:** | 37 mph |
| **AVERAGE SPEED:** | 43 mph |
| **10 MPH PACE:** | 38 - 47 mph |
| **% IN PACE:** | 72% |
| **% OVER PACE:** | 16% |
| **% UNDER PACE:** | 13% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 15 KatWinWal.xls 2/20/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | X | | 1 | |
| 57 | X | | 1 | |
| 56 | | X | 1 | |
| 55 | X | XXX | 4 | |
| 54 | XX | | 2 | |
| 53 | XX | X | 3 | |
| 52 | XXXX | X | 5 | |
| 51 | X | XXXXX | 6 | |
| 50 | XXXXXXX | XXXX | 11 | ^ |
| 49 | XXXX | XX | 6 | ^ |
| 48 | XXXX | XXXXXXXXXXX | 15 | ^ |
| 47 | XXXXXXXXX | XXXXX | 14 | PACE |
| 46 | XXXXXXXXXXXXX | XXXXXXXX | 21 | |
| 45 | XXXXXXX | XXXXXXXX | 15 | |
| 44 | XXXXX | XXXXXXXXXXXXX | 18 | |
| 43 | XXXXXXXXXXX | XXXXXXXXXXX | 21 | |
| 42 | XXXXXX | XXXXXX | 12 | |
| 41 | XXXX | XXXXX | 9 | |
| 40 | XXXX | XXXX | 8 | |
| 39 | XXX | XXX | 6 | |
| 38 | XXX | XXX | 6 | |
| 37 | XXX | | 3 | |
| 36 | XXX | XXXX | 7 | |
| 35 | X | XX | 3 | |
| 34 | | X | 1 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | X | | 1 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Katella Avenue

**LOCATION:** Walker Street to Valley View Street

**DATE:** 2/11/2019 **TIME START** 9:56 **TIME STOP:** 10:31

**SURVEY ADDRESS:** EB: 5790 Katella Ave, WB: 5701 Katella Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 46,975 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 6 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.23 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 49 mph |
| 50TH %: | 44 mph |
| 15TH %: | 39 mph |
| AVERAGE SPEED: | 45 mph |
| 10 MPH PACE: | 41 - 50 mph |
| % IN PACE: | 71% |
| % OVER PACE: | 12% |
| % UNDER PACE: | 18% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 16 KatWalVal.xls 2/20/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | X | 1 | |
| 51 | XXX | XXXX | 7 | |
| 50 | XXX | XXXXXX | 9 | |
| 49 | XXXX | XXXXXXXX | 12 | |
| 48 | XXXXX | XXXX | 9 | ^ |
| 47 | XXXXX | XXXXXXX | 12 | ^ |
| 46 | XXXX | XXXXXXX | 11 | ^ |
| 45 | XXXXXXX | XXXXXXX | 14 | PACE |
| 44 | XXXXXXXXX | XXXX | 13 | |
| 43 | XXXXXXXXXXXXXX | XXXXXXXXXXXXXXX | 29 | |
| 42 | XXXXXXXX | XXXXX | 13 | |
| 41 | XXXXXXXX | XXXXXXXXX | 17 | V |
| 40 | XXXXXXXXXXX | XXX | 14 | V |
| 39 | XXXXXXXXXX | XXXXXXXXXX | 20 | V |
| 38 | XXXX | XXX | 7 | |
| 37 | XX | X | 3 | |
| 36 | | XXX | 3 | |
| 35 | | | 0 | |
| 34 | X | XXX | 4 | |
| 33 | | X | 1 | |
| 32 | | | 0 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Katella Avenue

**LOCATION:** Valley View Street to Holder Street

**DATE:** 2/11/2019 **TIME START** 10:42 **TIME STOP:** 11:22

**SURVEY ADDRESS:** EB: 6122 Katella Ave, WB: 6415 Katella Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 30,054 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 6 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.37 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 42 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 43 mph |
| 10 MPH PACE: | 39 - 48 mph |
| % IN PACE: | 76% |
| % OVER PACE: | 15% |
| % UNDER PACE: | 10% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 17 KatValHol.xls 2/20/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | X | | 1 | |
| 58 | | XX | 2 | |
| 57 | | | 0 | |
| 56 | | X | 1 | |
| 55 | | | 0 | |
| 54 | XX | X | 3 | |
| 53 | XX | X | 3 | |
| 52 | XXXXX | | 5 | |
| 51 | X | XXX | 4 | |
| 50 | XXX | XXXXX | 8 | |
| 49 | XXXXXX | XX | 8 | |
| 48 | XXXXX | XXX | 8 | |
| 47 | XXXXX | X | 6 | |
| 46 | XXXXXXXXX | XXXXXXXXXX | 20 | ^ |
| 45 | XXXXXXXXX | XXXXXXXXX | 19 | ^ |
| 44 | XXXXXXXXX | XXXXXXXXXX | 20 | ^ |
| 43 | XXXXX | XXXXXXXX | 14 | P |
| 42 | XXXXX | XXXXX | 10 | A |
| 41 | XXX | XXXXXXXXX | 12 | C |
| 40 | XXXXX | XXXX | 9 | E |
| 39 | XXXXXXXXXXX | XXXXX | 16 | V |
| 38 | XXXXX | XXXXXXXX | 13 | V |
| 37 | XXXX | XXXX | 8 | V |
| 36 | XXX | XXX | 6 | |
| 35 | | | 0 | |
| 34 | X | X | 2 | |
| 33 | X | X | 2 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Katella Avenue

**LOCATION:** Holder Street to Knott Avenue

**DATE:** 2/11/2019 **TIME START** 11:27 **TIME STOP:** 12:09

**SURVEY ADDRESS:** EB: 6550 Katella Ave, WB: 6701 Katella Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 33,885 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 0 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.00 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 48 mph |
| 50TH %: | 43 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 44 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 71% |
| % OVER PACE: | 25% |
| % UNDER PACE: | 5% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 18 KatHolKno.xls 2/20/2019

# Y OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | XXXX | 4 | |
| 48 | XXXX | XXX | 7 | |
| 47 | XX | XXXXX | 7 | |
| 46 | XXXXXXXX | XX | 10 | ^ |
| 45 | XXX | XXXXXXX | 10 | ^ |
| 44 | XXXXXXXX | XXXXX | 12 | ^ |
| 43 | XX | XXXXXXXXXXXXX | 14 | P |
| 42 | XXXXXXXXX | XXXXXXX | 16 | A |
| 41 | XXXXXXXXX | XXXXXXXXXXXX | 20 | C |
| 40 | XXXXXXXXXXXX | XXXXXXXX | 19 | E |
| 39 | XXXXXXXXXXXXXX | XXXXXXXXXX | 23 | V |
| 38 | XXXXXXX | XXXXXX | 13 | V |
| 37 | XXXXXX | XXXXXXXX | 14 | V |
| 36 | XXXX | XXXX | 8 | |
| 35 | XXXX | XXX | 7 | |
| 34 | XXXXXXX | XX | 9 | |
| 33 | | X | 1 | |
| 32 | XXX | XX | 5 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Lincoln Avenue

**LOCATION:** Bloomfield Street to Denni Street

**DATE:** 1/30/2019 **TIME START** 9:06 **TIME STOP:** 9:51

**SURVEY ADDRESS:** EB: 4264 Lincoln Ave, WB: 4460 Lincoln Ave

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Residential, commercial, cemetery on north side of street

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 25,895 **SEGMENT LENGTH:** 0.38

**ACCIDENT HISTORY:** 5 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.46 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 76% |
| % OVER PACE: | 9% |
| % UNDER PACE: | 16% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 19 LinBloDen.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | X | X | 2 | |
| 49 | XX | XX | 4 | |
| 48 | X | XXX | 4 | |
| 47 | XXX | XX | 5 | |
| 46 | XXXXX | XXXX | 9 | ^ |
| 45 | XXXXXXXXX | XXXXXXXX | 16 | ^ |
| 44 | XXXXXXXXX | XXXXXXXXXX | 19 | ^ |
| 43 | XXXXXXXXXXX | XXXXX | 16 | P |
| 42 | XXXXXXXXXX | XXXXXXXXXX | 20 | A |
| 41 | XXXXXX | XXXXXX | 12 | C |
| 40 | XXXXXXXXXX | XXXXXXXXXX | 20 | E |
| 39 | XXXXXXX | XXXXXXXXXXXXX | 20 | V |
| 38 | XXXX | XXXXXXXX | 13 | V |
| 37 | XXXXXXX | XXXXX | 12 | V |
| 36 | XXXX | XXXXX | 9 | |
| 35 | XXX | XX | 5 | |
| 34 | XXX | XXX | 6 | |
| 33 | | | 0 | |
| 32 | XXXX | | 4 | |
| 31 | X | X | 2 | |
| 30 | | X | 1 | |
| 29 | | | 0 | |
| 28 | | X | 1 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Lincoln Avenue

**LOCATION:** Denni Street to Moody Street

**DATE:** 1/30/2019 **TIME START** 10:02 **TIME STOP:** 10:47

**SURVEY ADDRESS:** EB: 4656 Lincoln Ave, WB: 4620 Lincoln Ave

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Commercial, residential, cemetery on north side of street

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 25,672 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 6 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.42 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 79% |
| % OVER PACE: | 8% |
| % UNDER PACE: | 14% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 20 LinDenMoo.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | | 0 | |
| 47 | | XXX | 3 | |
| 46 | | | 0 | |
| 45 | | XX | 2 | |
| 44 | X | XX | 3 | |
| 43 | X | XXX | 4 | |
| 42 | XXX | XXXXXX | 9 | ^ |
| 41 | XXXXXX | XXXXXX | 12 | ^ |
| 40 | XXXXXXX | XXXXXX | 13 | ^ |
| 39 | XXXXXXXXXXXXXX | XXXXXXXXXXX | 25 | P |
| 38 | XXXXXXX | XXXXX | 12 | A |
| 37 | XXXXXXXXXX | XXXXXXXXXXXXXX | 24 | C |
| 36 | XXXXXXX | XXXXXXXXXX | 17 | E |
| 35 | XXXXXXXX | XXXXXXXXX | 17 | V |
| 34 | XXXXXXXXXXXX | XXXXXXXX | 22 | V |
| 33 | XXXXXXXXXX | XXXX | 14 | V |
| 32 | XXXXX | XXXX | 9 | |
| 31 | XXX | XXX | 6 | |
| 30 | XX | XXX | 5 | |
| 29 | X | XX | 3 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Lincoln Avenue

**LOCATION:** Moody Street to Walker Street

**DATE:** 1/30/2019 **TIME START** 11:07 **TIME STOP:** 11:58

**SURVEY ADDRESS:** EB: 5332 Lincoln Ave, WB: 5365 Lincoln Ave

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Commercial, residential

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 25,739 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 23 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.60 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 40 mph |
| 50TH %: | 36 mph |
| 15TH %: | 32 mph |
| AVERAGE SPEED: | 37 mph |
| 10 MPH PACE: | 33 - 42 mph |
| % IN PACE: | 83% |
| % OVER PACE: | 6% |
| % UNDER PACE: | 12% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 21 LinMooWal.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | X | 1 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | X | 2 | |
| 48 | | XX | 2 | |
| 47 | X | X | 2 | |
| 46 | XXX | XXX | 6 | |
| 45 | XX | XX | 4 | |
| 44 | XX | XXXXX | 7 | |
| 43 | XXX | XXXXXXX | 10 | |
| 42 | XXXXXX | XXXXX | 11 | ^ |
| 41 | XXXX | XXXXXXXXXX | 14 | ^ |
| 40 | XXXXXXX | XXXXXXX | 14 | ^ |
| 39 | XXXXXXXXXXXXXXX | XXXXXXXX | 23 | PACE |
| 38 | XXXXXXX | XXXXXXXX | 15 | |
| 37 | XXXXXXXXX | XXXXXXXXXXXXXXX | 24 | |
| 36 | X | XXXXXXXX | 9 | |
| 35 | XXXXXXXXXXXXXX | XX | 16 | v |
| 34 | XXXXXXXXXXX | XXXX | 15 | v |
| 33 | XXXXXX | XXXXXX | 11 | v |
| 32 | XXX | XX | 5 | |
| 31 | XX | XX | 4 | |
| 30 | XX | | 2 | |
| 29 | X | | 1 | |
| 28 | | X | 1 | |
| 27 | X | | 1 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Lincoln Avenue

**LOCATION:** Walker Street to Valley View Street

**DATE:** 1/30/2019 **TIME START** 12:17 **TIME STOP:** 1:12

**SURVEY ADDRESS:** EB: 5662 Lincoln Ave, WB: 5791 Lincoln Ave

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Commercial, retail

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 28,510 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 14 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.90 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 42 mph |
| 50TH %: | 37 mph |
| 15TH %: | 33 mph |
| AVERAGE SPEED: | 38 mph |
| 10 MPH PACE: | 33 - 42 mph |
| % IN PACE: | 76% |
| % OVER PACE: | 17% |
| % UNDER PACE: | 7% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 22 LinWalVal.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | XX | | 2 | |
| 52 | XX | | 2 | |
| 51 | X | X | 2 | |
| 50 | X | X | 2 | |
| 49 | | X | 1 | |
| 48 | XXXXX | XX | 7 | |
| 47 | X | XX | 3 | |
| 46 | XXX | XXXX | 7 | |
| 45 | XXXXXX | XXXXXXX | 13 | ^ |
| 44 | XXX | XXXXX | 8 | ^ |
| 43 | XXXXXXXXXXX | XXXX | 15 | ^ |
| 42 | XXXXXXXXXX | XX | 12 | PACE |
| 41 | XXXXXXXX | XXXXXX | 14 | |
| 40 | XXXX | XXXXXXXX | 12 | |
| 39 | XXXXXXXXXXX | XXXXXXXXXXXX | 23 | |
| 38 | XXXXXXXXX | XXXXXX | 16 | v |
| 37 | XXXXXXXX | XXXXXXXXXX | 19 | v |
| 36 | XXX | XXXXXXX | 10 | v |
| 35 | X | XX | 3 | |
| 34 | XXXXX | XX | 7 | |
| 33 | XX | XXXXX | 7 | |
| 32 | XX | X | 3 | |
| 31 | | XXXXX | 5 | |
| 30 | X | XXXX | 5 | |
| 29 | | X | 1 | |
| 28 | | X | 1 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Lincoln Avenue

**LOCATION:** Valley View Street to Holder Street

**DATE:** 1/30/2019 **TIME START** 1:21 **TIME STOP:** 2:08

**SURVEY ADDRESS:** EB: 6240 Lincoln Ave, WB: 6265 Lincoln Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 23,667 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 9 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.69 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 34 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 36 - 45 mph |
| % IN PACE: | 71% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 16% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 23 LinValHol.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | XXX | | 3 | ^ |
| 47 | XXXXX | | 5 | ^ |
| 46 | X | XXXX | 5 | ^ |
| 45 | XXXXX | XXXXXX | 11 | PACE |
| 44 | | XXX | 3 | |
| 43 | XXX | XXXXXX | 9 | |
| 42 | XXX | XXXXX | 8 | |
| 41 | XXXX | XXX | 7 | |
| 40 | XXXXXXXXXXXX | XX | 13 | v |
| 39 | XXX | XXXXXXXXXXXX | 15 | v |
| 38 | | XX | 2 | v |
| 37 | XXX | XX | 5 | v |
| 36 | X | XX | 3 | v |
| 35 | | X | 1 | |
| 34 | X | X | 2 | |
| 33 | X | XXXX | 5 | |
| 32 | X | | 1 | |
| 31 | X | | 1 | |
| 30 | X | | 1 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Orange Avenue

**LOCATION:** Bloomfield Street to Denni Street

**DATE:** 2/20/2019 **TIME START** 9:19 **TIME STOP:** 10:15

**SURVEY ADDRESS:** 4136 Orange Ave

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, high school on north side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 7,726 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.70 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 39 - 48 mph |
| % IN PACE: | 79% |
| % OVER PACE: | 0% |
| % UNDER PACE: | 21% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 24 OraBloDen.xls 2/28/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | X | 1 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | X | X | 2 | |
| 51 | X | | 1 | |
| 50 | | | 0 | |
| 49 | X | XXX | 4 | |
| 48 | | X | 1 | |
| 47 | X | | 1 | |
| 46 | XX | X | 3 | |
| 45 | XXX | XX | 5 | |
| 44 | XXXXX | XXXX | 9 | ^ |
| 43 | X | XXXXX | 6 | ^ |
| 42 | XXXX | XXXXX | 9 | ^ |
| 41 | XXXX | X | 5 | PACE |
| 40 | XXXXXX | XX | 8 | |
| 39 | XXXXX | XXXXXX | 11 | |
| 38 | XXXXX | XX | 7 | |
| 37 | XX | XXXXX | 7 | V |
| 36 | XXXX | XXXX | 8 | V |
| 35 | XXXX | XXX | 7 | V |
| 34 | | XX | 2 | |
| 33 | X | X | 2 | |
| 32 | | X | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Orange Avenue

**LOCATION:** Denni Street to Moody Street

**DATE:** 2/19/2019 **TIME START** 2:56 **TIME STOP:** 3:14

**SURVEY ADDRESS:** 4842 Ashbury Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, park on north side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 10,940 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.49 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 35 - 44 mph |
| % IN PACE: | 77% |
| % OVER PACE: | 18% |
| % UNDER PACE: | 5% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 25 OraDenMoo.xls 2/28/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | X | 1 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | XX | X | 3 | |
| 48 | XX | X | 3 | |
| 47 | | | 0 | |
| 46 | | X | 1 | |
| 45 | | X | 1 | |
| 44 | X | XXX | 4 | |
| 43 | XXX | XX | 5 | ^ |
| 42 | XX | XXXXX | 7 | ^ |
| 41 | XXXXX | XXXXXXXXXX | 15 | ^ |
| 40 | X | XXX | 4 | PACE |
| 39 | XXXX | XXXXXXXX | 12 | |
| 38 | XXXXXX | XXXXX | 11 | |
| 37 | XXXXX | X | 6 | |
| 36 | XXXXX | XXXXXX | 11 | |
| 35 | XX | XXX | 5 | |
| 34 | XXXX | X | 5 | v |
| 33 | | XX | 2 | |
| 32 | | X | 1 | |
| 31 | | X | 1 | |
| 30 | | | 0 | |
| 29 | X | | 1 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | X | | 1 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Orange Avenue

**LOCATION:** Moody Street to Walker Street

**DATE:** 2/19/2019 **TIME START** 3:30 **TIME STOP:** 3:52

**SURVEY ADDRESS:** 5331 Orange Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, municipal, high school on south side

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 14,258 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.51 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 42 mph |
| 50TH %: | 38 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 39 mph |
| 10 MPH PACE: | 34 - 43 mph |
| % IN PACE: | 81% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 6% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 26 OraMooWal.xls 2/28/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | EASTBOUND | WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | XX | 2 | |
| 48 | | XX | 2 | |
| 47 | X | X | 2 | |
| 46 | XXX | XXX | 6 | A |
| 45 | XX | XXXXX | 7 | A |
| 44 | XXXX | XXXX | 8 | A |
| 43 | XX | X | 3 | P |
| 42 | XXXX | XXXXXXX | 11 | A |
| 41 | XXX | XXXXXX | 9 | C |
| 40 | XXXXXX | XXXXXX | 12 | E |
| 39 | XXXXX | XXX | 8 | V |
| 38 | XXX | XX | 5 | V |
| 37 | XXXXXXX | XX | 9 | V |
| 36 | XXX | XXX | 6 | |
| 35 | X | X | 2 | |
| 34 | X | XX | 3 | |
| 33 | X | | 1 | |
| 32 | XX | | 2 | |
| 31 | XX | | 2 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Orange Avenue

**LOCATION:** Walker Street to Valley View Street

**DATE:** 2/20/2019 **TIME START** 10:28 **TIME STOP:** 10:50

**SURVEY ADDRESS:** 5841 Orange Ave

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, park on south side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 15,403 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 8 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.95 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 78% |
| % OVER PACE: | 6% |
| % UNDER PACE: | 16% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 27 OraWalVal.xls 2/28/2019

# Y OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | X | 1 | |
| 52 | | | 0 | |
| 51 | | X | 1 | |
| 50 | | X | 1 | |
| 49 | | X | 1 | |
| 48 | | X | 1 | |
| 47 | X | XXX | 4 | |
| 46 | XXX | X | 4 | |
| 45 | XXXXXXX | XXXXX | 12 | A |
| 44 | XX | XXXX | 6 | A |
| 43 | XX | | 2 | A |
| 42 | XXX | XXXXXX | 9 | P |
| 41 | XXXX | XX | 6 | A |
| 40 | XXXXXXXXXX | XX | 11 | C |
| 39 | XXXXX | XXXXX | 10 | E |
| 38 | XXX | XXXXX | 8 | V |
| 37 | XXXX | XXXX | 8 | V |
| 36 | XX | XXX | 5 | V |
| 35 | | XXX | 3 | |
| 34 | | XX | 2 | |
| 33 | X | XX | 3 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | X | 1 | |
| 29 | | X | 1 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Orange Avenue

**LOCATION:** Valley View Street to Holder Street

**DATE:** 2/20/2019 **TIME START** 11:03 **TIME STOP:** 11:24

**SURVEY ADDRESS:** 6092 Orange Ave

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, college on north side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline on west half, dual left turn lane on east half, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 15,561 **SEGMENT LENGTH:** 0.49

**ACCIDENT HISTORY:** 12 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.42 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 36 - 45 mph |
| % IN PACE: | 77% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 10% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 28 OraValHol.xls 5/8/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | | 0 | |
| 47 | | | 0 | |
| 46 | | | 0 | |
| 45 | | | 0 | |
| 44 | X | X | 2 | |
| 43 | | X | 1 | |
| 42 | XX | XXXX | 6 | |
| 41 | XX | X | 3 | |
| 40 | XXX | XXXXXXX | 10 | A |
| 39 | XXXX | XXXX | 8 | A |
| 38 | XX | XXXX | 6 | A |
| 37 | XXXXXX | XX | 8 | P |
| 36 | XXX | XXXX | 7 | A |
| 35 | XXX | XXXXXXX | 9 | C |
| 34 | XX | XXXXXXXXXX | 12 | E |
| 33 | X | XXX | 4 | V |
| 32 | XXXX | XXXX | 8 | V |
| 31 | XXXXX | XXX | 8 | V |
| 30 | X | X | 2 | |
| 29 | X | X | 2 | |
| 28 | X | X | 2 | |
| 27 | | | 0 | |
| 26 | X | X | 2 | |
| 25 | X | X | 2 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | X | | 1 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 103 | |

**ROADWAY:** Orangewood Avenue

**LOCATION:** 1440' west of Valley View Street to Valley View Street

**DATE:** 2/19/2019 **TIME START** 8:27 **TIME STOP:** 9:01

**SURVEY ADDRESS:** 5843 Lakia Dr

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial, residential, park on south side

**ROAD GEOMETRICS:** 1 lane each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 3,225 **SEGMENT LENGTH:** 0.22

**ACCIDENT HISTORY:** 0 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.00 acc/mvm **EXPECTED RATE:** 1.10 acc/mvm

| | |
|---|---|
| **85TH %:** | 39 mph |
| **50TH %:** | 35 mph |
| **15TH %:** | 30 mph |
| **AVERAGE SPEED:** | 35 mph |
| **10 MPH PACE:** | 31 - 40 mph |
| **% IN PACE:** | 78% |
| **% OVER PACE:** | 12% |
| **% UNDER PACE:** | 11% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 35 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 35 **PROPOSED SPEED LIMIT:** 35

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 29 Ora1440Val.xls 2/25/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | X | | 1 | |
| 51 | X | | 1 | |
| 50 | | | 0 | |
| 49 | X | | 1 | |
| 48 | X | | 1 | |
| 47 | XXX | | 3 | |
| 46 | XXXX | X | 5 | |
| 45 | XXX | XXXX | 7 | ^ |
| 44 | XXXXX | XXXXXXX | 12 | ^ |
| 43 | XXX | XX | 5 | ^ |
| 42 | XXXXX | XXXXXX | 11 | PACE |
| 41 | XX | XXX | 5 | |
| 40 | XXX | XXXXXXXXXXX | 14 | |
| 39 | XXXXX | XXXXXXXXXXXX | 17 | |
| 38 | | XXX | 3 | V |
| 37 | X | XX | 3 | V |
| 36 | XXX | XXX | 6 | V |
| 35 | | | 0 | |
| 34 | | XXXX | 4 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Orangewood Avenue

**LOCATION:** Valley View Street to Holder Street

**DATE:** 2/19/2019 **TIME START** 9:04 **TIME STOP:** 9:30

**SURVEY ADDRESS:** 6286 Orangewood Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, park on both sides

**ROAD GEOMETRICS:** 1 lane each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 10,268 **SEGMENT LENGTH:** 0.49

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.54 acc/mvm **EXPECTED RATE:** 1.10 acc/mvm

| | |
|---|---|
| **85TH %:** | 44 mph |
| **50TH %:** | 40 mph |
| **15TH %:** | 37 mph |
| **AVERAGE SPEED:** | 41 mph |
| **10 MPH PACE:** | 36 - 45 mph |
| **% IN PACE:** | 83% |
| **% OVER PACE:** | 12% |
| **% UNDER PACE:** | 5% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED EASTBOUND | VEHICLES SURVEYED WESTBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | | 1 | |
| 48 | XX | | 2 | |
| 47 | X | | 1 | |
| 46 | XX | XX | 4 | A |
| 45 | XXXXXX | XXXXX | 11 | A |
| 44 | XXXX | XXXXXXXX | 12 | A |
| 43 | XX | XXXX | 6 | P |
| 42 | XXXX | XXXXXX | 10 | A |
| 41 | XXXXXX | XX | 8 | C |
| 40 | X | XXXXX | 6 | E |
| 39 | XXX | XXXX | 7 | V |
| 38 | XXXXXX | X | 7 | V |
| 37 | XXXXX | XXX | 8 | V |
| 36 | XX | X | 3 | |
| 35 | XX | XXX | 5 | |
| 34 | X | XXX | 4 | |
| 33 | XX | | 2 | |
| 32 | | X | 1 | |
| 31 | | X | 1 | |
| 30 | | | 0 | |
| 29 | | X | 1 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Orangewood Avenue

**LOCATION:** Holder Street to Knott Avenue

**DATE:** 2/19/2019 **TIME START** 9:36 **TIME STOP:** 10:04

**SURVEY ADDRESS:** 6783 Orangewood Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, park on south side

**ROAD GEOMETRICS:** 1 lane each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 8,588 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.64 acc/mvm **EXPECTED RATE:** 1.10 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 79% |
| % OVER PACE: | 4% |
| % UNDER PACE: | 17% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 31 OraHolKno.xls 2/25/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | | 1 | |
| 48 | XX | | 2 | |
| 47 | XX | XXX | 5 | |
| 46 | X | XXXXX | 6 | |
| 45 | X | XXXXX | 6 | A |
| 44 | XXX | XX | 5 | A |
| 43 | XX | X | 3 | A |
| 42 | XXXXXXXX | XXXX | 12 | P |
| 41 | XXX | XXXXX | 8 | A |
| 40 | XXXX | XXXXXX | 10 | C |
| 39 | XXXXXXX | XX | 9 | E |
| 38 | XXXXX | XXX | 8 | V |
| 37 | XXX | XXX | 6 | V |
| 36 | XXXXXX | XXXXXXXX | 14 | V |
| 35 | X | | 1 | |
| 34 | | X | 1 | |
| 33 | | XX | 2 | |
| 32 | | | 0 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Bloomfield Street

**LOCATION:** Lincoln Avenue to Orange Avenue

**DATE:** 2/12/2019 **TIME START** 2:08 **TIME STOP:** 2:30

**SURVEY ADDRESS:** 4015 Berwick Ct

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Residential, nursery on west side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 13,075 **SEGMENT LENGTH:** 0.55

**ACCIDENT HISTORY:** 9 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.13 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| **85TH %:** | 44 mph |
| **50TH %:** | 39 mph |
| **15TH %:** | 35 mph |
| **AVERAGE SPEED:** | 41 mph |
| **10 MPH PACE:** | 36 - 45 mph |
| **% IN PACE:** | 81% |
| **% OVER PACE:** | 14% |
| **% UNDER PACE:** | 5% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 32 BloLinOra.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | X | | 1 | |
| 49 | XX | | 2 | |
| 48 | | X | 1 | |
| 47 | XXX | X | 4 | A |
| 46 | XX | XX | 4 | A |
| 45 | XXXXXX | XXXX | 10 | A |
| 44 | XX | XXXXXXX | 9 | PACE |
| 43 | XXXXXX | XXXXXXXXX | 15 | |
| 42 | XX | XXXXXXXXXX | 12 | |
| 41 | X | XXXXX | 6 | |
| 40 | XXXX | XX | 6 | V |
| 39 | XXXXXXXXXXXXXXX | X | 16 | V |
| 38 | XXX | XXX | 6 | V |
| 37 | | X | 1 | |
| 36 | | | 0 | |
| 35 | XX | XXXXX | 7 | |
| 34 | | | 0 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Bloomfield Street

**LOCATION:** Orange Avenue to Ball Road

**DATE:** 2/12/2019 **TIME START** 1:28 **TIME STOP:** 1:49

**SURVEY ADDRESS:** 9720 Bloomfield St

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 13,803 **SEGMENT LENGTH:** 0.44

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.30 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 41 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 42 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 88% |
| % OVER PACE: | 4% |
| % UNDER PACE: | 8% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 33 BloOraBal.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | X | 2 | |
| 48 | XXX | XX | 5 | |
| 47 | XXXX | XXX | 7 | ^ |
| 46 | XXXXX | XXXXX | 10 | ^ |
| 45 | XXXXXXX | XXXXXX | 13 | ^ |
| 44 | XXXXXXX | XXXXXXXX | 15 | PACE |
| 43 | XXXXXXXXXXXX | XXXXXXXXX | 22 | |
| 42 | XXXXXXX | XXXXXXXXXXXX | 19 | |
| 41 | XXXXXXXXXX | XXXXXX | 16 | |
| 40 | XXXXXXXX | XXXXXXXX | 16 | v |
| 39 | XXXXXX | XXXXXX | 12 | v |
| 38 | XXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXX | 33 | v |
| 37 | X | XXXXXX | 7 | |
| 36 | XXX | XXXXX | 8 | |
| 35 | XXXX | XXXX | 8 | |
| 34 | XXXXX | X | 6 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | X | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Bloomfield Street

**LOCATION:** Ball Road to Cerritos Avenue

**DATE:** 2/12/2019 **TIME START** 12:07 **TIME STOP:** 12:35

**SURVEY ADDRESS:** 4002 Marion Ave

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, municipal

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow center lane, on-street parking, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 13,623 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.27 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 37 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 82% |
| % OVER PACE: | 4% |
| % UNDER PACE: | 15% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 34 BloBalCer.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | X | | 1 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | XX | XX | 4 | |
| 47 | X | | 1 | |
| 46 | XX | X | 3 | |
| 45 | | X | 1 | |
| 44 | XX | XX | 4 | |
| 43 | XXXXX | XXXX | 9 | ^ |
| 42 | XXX | XXX | 6 | ^ |
| 41 | XXXXX | XXXXX | 10 | ^ |
| 40 | XXXXX | X | 6 | P |
| 39 | XXXXX | X | 6 | A |
| 38 | XXXXXXXXX | XXX | 12 | C |
| 37 | XXXXX | XXXX | 9 | E |
| 36 | XXX | XXXX | 7 | V |
| 35 | XXX | XX | 5 | V |
| 34 | XXXXX | XXXXXX | 11 | V |
| 33 | X | | 1 | |
| 32 | | | 0 | |
| 31 | X | | 1 | |
| 30 | XX | X | 3 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Denni Street

**LOCATION:** Lincoln Avenue to Orange Avenue

**DATE:** 2/19/2019 **TIME START** 11:51 **TIME STOP:** 12:19

**SURVEY ADDRESS:** 9441 Denni St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, retail, elementary school on west side, park on east side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 7,558 **SEGMENT LENGTH:** 0.52

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.92 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 43 mph |
| 50TH %: | 38 mph |
| 15TH %: | 34 mph |
| AVERAGE SPEED: | 39 mph |
| 10 MPH PACE: | 34 - 43 mph |
| % IN PACE: | 81% |
| % OVER PACE: | 14% |
| % UNDER PACE: | 5% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 35 DenLinOra.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | | 0 | |
| 47 | | | 0 | |
| 46 | | | 0 | |
| 45 | X | | 1 | |
| 44 | XX | X | 3 | |
| 43 | X | XXXX | 5 | |
| 42 | X | X | 2 | |
| 41 | | XX | 2 | |
| 40 | XXXX | XXXX | 8 | A |
| 39 | XXXXX | XXX | 8 | A |
| 38 | XXXXX | XXXXXXXXXXXX | 18 | A |
| 37 | XXXXXXX | XXXXX | 12 | P |
| 36 | XXXXXXX | XXXX | 11 | A |
| 35 | XXXXXX | XXX | 9 | C |
| 34 | X | XXX | 4 | E |
| 33 | XX | XX | 4 | V |
| 32 | XX | XXX | 5 | V |
| 31 | XXX | X | 4 | V |
| 30 | | | 0 | |
| 29 | X | X | 2 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | XX | | 2 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Denni Street

**LOCATION:** Ball Road to Cerritos Avenue

**DATE:** 2/19/2019 **TIME START** 10:25 **TIME STOP:** 10:55

**SURVEY ADDRESS:** 10137 Denni St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, school on east side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 7,960 **SEGMENT LENGTH:** 0.46

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.25 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 39 mph |
| 50TH %: | 36 mph |
| 15TH %: | 32 mph |
| AVERAGE SPEED: | 37 mph |
| 10 MPH PACE: | 31 - 40 mph |
| % IN PACE: | 83% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 4% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 35 mph.




**EXISTING SPEED LIMIT:** 35 **PROPOSED SPEED LIMIT:** 35

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 37 DenBalCer.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | X | 2 | |
| 48 | | | 0 | |
| 47 | X | | 1 | |
| 46 | XX | XX | 4 | |
| 45 | | | 0 | |
| 44 | XXX | XXX | 6 | |
| 43 | XX | X | 3 | |
| 42 | XXXX | XXXXX | 9 | A |
| 41 | X | XXXXXXX | 8 | A |
| 40 | XXXXXX | XXXXXXXX | 14 | A |
| 39 | | XX | 2 | P |
| 38 | XXXXX | XXXXXX | 11 | A |
| 37 | XXXX | XXXXXXX | 11 | C |
| 36 | XXX | XXX | 6 | E |
| 35 | XX | XX | 4 | V |
| 34 | XX | XXXX | 6 | V |
| 33 | XX | XXXX | 6 | V |
| 32 | XX | XX | 4 | |
| 31 | | | 0 | |
| 30 | X | | 1 | |
| 29 | | | 0 | |
| 28 | X | | 1 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 99 | |

**ROADWAY:** Denni Street

**LOCATION:** Orange Avenue to Ball Road

**DATE:** 2/19/2019 **TIME START** 11:10 **TIME STOP:** 11:41

**SURVEY ADDRESS:** 9835 Denni St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, elementary school on west side, park on east side

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 8,067 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.91 acc/mvm **EXPECTED RATE:** _____ acc/mvm

| | |
|---|---|
| 85TH %: | 42 mph |
| 50TH %: | 38 mph |
| 15TH %: | 33 mph |
| AVERAGE SPEED: | 39 mph |
| 10 MPH PACE: | 33 - 42 mph |
| % IN PACE: | 78% |
| % OVER PACE: | 16% |
| % UNDER PACE: | 6% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

_____
DATE

Filename: 36 DenOraBal.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | X | | 1 | |
| 50 | X | | 1 | |
| 49 | X | | 1 | |
| 48 | X | X | 2 | |
| 47 | X | XX | 3 | |
| 46 | XX | XXX | 5 | |
| 45 | XX | XXXX | 6 | ^ |
| 44 | X | XX | 3 | ^ |
| 43 | XXX | XXXXXX | 9 | ^ |
| 42 | X | XXX | 4 | PACE |
| 41 | XXXXX | XXXXX | 10 | |
| 40 | | XXXX | 4 | |
| 39 | XXXXXXXXX | XXXX | 13 | V |
| 38 | XXXXX | XXXXXXXX | 13 | V |
| 37 | XX | X | 3 | V |
| 36 | XXXXXXX | X | 8 | V |
| 35 | XX | XX | 4 | |
| 34 | XX | X | 3 | |
| 33 | XXX | XX | 5 | |
| 32 | | X | 1 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Holder Street

**LOCATION:** Lincoln Avenue to Orange Avenue

**DATE:** 1/30/2019 **TIME START** 2:23 **TIME STOP:** 2:54

**SURVEY ADDRESS:** 9220 Holder St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, Cypress College on west side

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 11,294 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.64 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 36 - 45 mph |
| % IN PACE: | 73% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 14% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 38 HolLinOra.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | X | 1 | |
| 47 | | | 0 | |
| 46 | X | | 1 | |
| 45 | XX | | 2 | |
| 44 | X | X | 2 | |
| 43 | | XXXXX | 5 | |
| 42 | XXX | XX | 5 | |
| 41 | XXX | XXX | 6 | A |
| 40 | | XXX | 3 | A |
| 39 | XXXX | XXXXX | 9 | A |
| 38 | XXXXXXXX | XXXX | 12 | P |
| 37 | XXX | XXXX | 7 | A |
| 36 | XXXXXXXX | XXXXXXXX | 16 | C |
| 35 | XXXXXX | X | 7 | E |
| 34 | XXX | XXXXXX | 9 | V |
| 33 | XXXXXX | XX | 8 | V |
| 32 | XXXX | XX | 6 | V |
| 31 | | X | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Holder Street

**LOCATION:** Orange Avenue to Ball Road

**DATE:** 1/30/2019 **TIME START** 3:03 **TIME STOP:** 3:31

**SURVEY ADDRESS:** 9906 Holder St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, Holder Elementary on east side

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 8,482 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.43 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 41 mph |
| 50TH %: | 36 mph |
| 15TH %: | 33 mph |
| AVERAGE SPEED: | 37 mph |
| 10 MPH PACE: | 32 - 41 mph |
| % IN PACE: | 83% |
| % OVER PACE: | 16% |
| % UNDER PACE: | 1% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 39 HolOraBal.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | XXX | | 3 | |
| 48 | XX | | 2 | |
| 47 | XXX | | 3 | |
| 46 | XXXXX | X | 6 | |
| 45 | X | XXXX | 5 | A |
| 44 | XX | XXX | 5 | A |
| 43 | XXX | XXXXX | 8 | A |
| 42 | XXXXXXXX | XXXX | 12 | P |
| 41 | XXX | X | 4 | A |
| 40 | XXXXXXX | XXXXX | 12 | C |
| 39 | X | XXXXX | 6 | E |
| 38 | XXXX | XXX | 7 | V |
| 37 | XXXXXX | XX | 8 | V |
| 36 | XX | XXXXXXX | 9 | V |
| 35 | XXX | XX | 5 | |
| 34 | XX | X | 3 | |
| 33 | | X | 1 | |
| 32 | X | | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Holder Street

**LOCATION:** Cerritos Avenue to Katella Avenue

**DATE:** 2/1/2019 **TIME START** 2:35 **TIME STOP:** 3:01

**SURVEY ADDRESS:** 10672 Holder St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Commercial, residential

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 7,081 **SEGMENT LENGTH:** 0.48

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.27 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 36 - 45 mph |
| % IN PACE: | 76% |
| % OVER PACE: | 14% |
| % UNDER PACE: | 10% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 40 HolCerKat.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | | 0 | |
| 47 | | | 0 | |
| 46 | | | 0 | |
| 45 | | X | 1 | |
| 44 | X | X | 2 | |
| 43 | | | 0 | |
| 42 | X | XX | 3 | |
| 41 | X | | 1 | |
| 40 | XX | XX | 4 | |
| 39 | XX | XXX | 5 | |
| 38 | XXX | | 3 | |
| 37 | | X | 1 | |
| 36 | X | X | 2 | |
| 35 | XXXX | XX | 6 | |
| 34 | XXX | X | 4 | |
| 33 | | | 0 | |
| 32 | XXX | | 3 | |
| 31 | XXX | X | 4 | |
| 30 | XXX | XX | 5 | |
| 29 | X | X | 2 | |
| 28 | X | XX | 3 | |
| 27 | | XX | 2 | |
| 26 | | X | 1 | |
| 25 | XX | | 2 | |
| 24 | XX | | 2 | |
| 23 | | | 0 | |
| 22 | X | | 1 | |
| 21 | X | X | 2 | |
| 20 | X | | 1 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 60 | |

PACE ^ ^ ^ P A C E V V V

**ROADWAY:** Holder Street

**LOCATION:** Katella Avenue to 1200' south of Katella

**DATE:** 2/1/2019 **TIME START** 3:08 **TIME STOP:** 4:20

**SURVEY ADDRESS:** 11130 Holder St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 2 lane each direction, dual left turn lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 2,170 **SEGMENT LENGTH:** 0.48

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.88 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 39 mph |
| 50TH %: | 33 mph |
| 15TH %: | 26 mph |
| AVERAGE SPEED: | 33 mph |
| 10 MPH PACE: | 30 - 39 mph |
| % IN PACE: | 55% |
| % OVER PACE: | 18% |
| % UNDER PACE: | 27% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 35 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 35 **PROPOSED SPEED LIMIT:** 35

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 41 HolKat1200.xls 2/12/2019

# Y OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | | 0 | |
| 47 | | | 0 | |
| 46 | | | 0 | |
| 45 | | | 0 | |
| 44 | | | 0 | |
| 43 | | X | 1 | |
| 42 | | | 0 | |
| 41 | | | 0 | |
| 40 | X | | 1 | |
| 39 | XX | | 2 | |
| 38 | X | X | 2 | |
| 37 | X | X | 2 | |
| 36 | XXXXXXX | | 7 | A |
| 35 | X | XX | 3 | A |
| 34 | X | XXXXX | 6 | A |
| 33 | XXX | XX | 5 | P |
| 32 | XX | XXXXXXXXXX | 12 | A |
| 31 | XXXXX | XXXXX | 10 | C |
| 30 | XXXXX | XXXXXXXXXXX | 16 | E |
| 29 | XXX | XXXXXXXXXXX | 14 | V |
| 28 | | XXXXXXX | 7 | V |
| 27 | XX | XXXXXXXX | 10 | V |
| 26 | XX | XXX | 5 | |
| 25 | | XXXX | 4 | |
| 24 | X | X | 2 | |
| 23 | | X | 1 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 110 | |

**ROADWAY:** Holder Street

**LOCATION:** 1200' North of Orangewood Avenue to Orangewood Avenue

**DATE:** 2/6/2019 **TIME START** 8:23 **TIME STOP:** 9:23

**SURVEY ADDRESS:** 11279 Holder St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 2,233 **SEGMENT LENGTH:** 0.23

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.80 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 34 mph |
| 50TH %: | 29 mph |
| 15TH %: | 26 mph |
| AVERAGE SPEED: | 31 mph |
| 10 MPH PACE: | 27 - 36 mph |
| % IN PACE: | 82% |
| % OVER PACE: | 7% |
| % UNDER PACE: | 11% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 35 **PROPOSED SPEED LIMIT:** 35

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 42 Hol1200Ora.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | | 1 | |
| 48 | XX | | 2 | |
| 47 | XX | X | 3 | |
| 46 | | X | 1 | |
| 45 | XXX | XX | 5 | ^ |
| 44 | XXX | XX | 5 | ^ |
| 43 | XXXX | XX | 6 | ^ |
| 42 | XXXXXX | XXX | 9 | P |
| 41 | XXX | XXXX | 8 | A |
| 40 | XXXXX | XXXXXXXXXXX | 16 | C |
| 39 | XXXXXXX | XX | 9 | E |
| 38 | XXX | XXXX | 7 | v |
| 37 | XXXXXXXXX | XXX | 12 | v |
| 36 | XXX | X | 4 | v |
| 35 | XXX | X | 4 | |
| 34 | X | | 1 | |
| 33 | X | XXX | 4 | |
| 32 | | X | 1 | |
| 31 | X | X | 2 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Holder Street

**LOCATION:** Orangewood Avenue to 1200' South of Orangewood Avenue

**DATE:** 2/6/2019 **TIME START** 9:28 **TIME STOP:** 9:55

**SURVEY ADDRESS:** 11710 Holder St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, park

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 8,740 **SEGMENT LENGTH:** 0.23

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.46 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 43 mph |
| 50TH %: | 39 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 36 - 45 mph |
| % IN PACE: | 81% |
| % OVER PACE: | 7% |
| % UNDER PACE: | 12% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 43 HolOra1200.xls 2/12/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | X | | 1 | |
| 47 | XX | XX | 4 | |
| 46 | XXX | X | 4 | |
| 45 | X | XXX | 4 | |
| 44 | XXXX | XXXXX | 9 | ^ |
| 43 | XXXXXXXX | XX | 10 | ^ |
| 42 | XXXXX | XXXXXX | 11 | ^ |
| 41 | XXX | X | 4 | P |
| 40 | XXXXX | XX | 7 | A |
| 39 | XXXX | XXXXX | 9 | C |
| 38 | XXXX | XXXXXXXXXX | 13 | E |
| 37 | XXXXX | | 5 | V |
| 36 | XX | XXXX | 6 | V |
| 35 | X | XXXX | 5 | V |
| 34 | X | X | 2 | |
| 33 | | XXXXX | 5 | |
| 32 | X | | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Knott Avenue

**LOCATION:** Cerritos Avenue to Katella Avenue

**DATE:** 2/11/2019 **TIME START** 1:42 **TIME STOP:** 2:05

**SURVEY ADDRESS:** 10774 S Knott Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 27,738 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 6 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.38 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 43 mph |
| 50TH %: | 39 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 35 - 44 mph |
| % IN PACE: | 79% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 8% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 44 KnoCerKat.xls 2/21/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | | 1 | |
| 48 | X | | 1 | |
| 47 | X | X | 2 | |
| 46 | XX | X | 3 | |
| 45 | XXX | XXXXX | 8 | A |
| 44 | XX | XX | 4 | A |
| 43 | XX | XXXXX | 7 | A |
| 42 | XXX | XX | 5 | P |
| 41 | XXXXX | XXXXXX | 11 | A |
| 40 | XXXXX | XXX | 8 | C |
| 39 | XXXX | XXXXX | 9 | E |
| 38 | XXXXX | XXXXXX | 11 | V |
| 37 | XXXXXXXX | XXXXXXX | 15 | V |
| 36 | XX | XX | 4 | V |
| 35 | X | XXXX | 5 | |
| 34 | X | X | 2 | |
| 33 | | | 0 | |
| 32 | | X | 1 | |
| 31 | X | X | 2 | |
| 30 | X | | 1 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Knott Avenue

**LOCATION:** Katella Avenue to Orangewood Avenue

**DATE:** 2/11/2019 **TIME START** 12:41 **TIME STOP:** 1:03

**SURVEY ADDRESS:** 11380 Knott Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial, residential

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

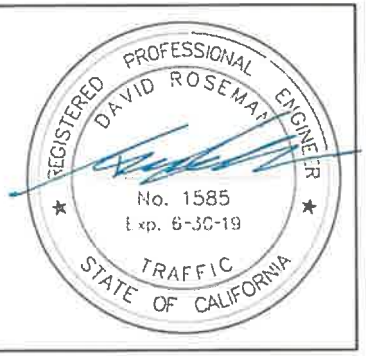
**AVERAGE DAILY TRAFFIC:** 27,738 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 6 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.38 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 36 - 45 mph |
| % IN PACE: | 82% |
| % OVER PACE: | 7% |
| % UNDER PACE: | 11% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.




**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 45 KnoKatOra.xls 2/20/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | X | 1 | |
| 47 | | XXXXX | 5 | |
| 46 | | XXXXX | 5 | ^ |
| 45 | | XXXXXXXX | 8 | ^ |
| 44 | | XXXXXXXXXXXX | 12 | ^ |
| 43 | XXXXXXXXXXXX | XXXXX | 17 | P |
| 42 | XX | XXXX | 6 | A |
| 41 | XXXXXXXXX | | 9 | C |
| 40 | XXXX | XX | 6 | E |
| 39 | XXX | X | 4 | V |
| 38 | | X | 1 | V |
| 37 | XXXXXXXXXXXXX | XXX | 16 | V |
| 36 | XXX | X | 4 | |
| 35 | XX | | 2 | |
| 34 | | X | 1 | |
| 33 | XX | X | 3 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Knott Avenue

**LOCATION:** Orangewood Avenue to 1200' South of Orangewood Avenue

**DATE:** 2/11/2019 **TIME START** 1:16 **TIME STOP:** 1:34

**SURVEY ADDRESS:** 11563 Knott Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial, residential, elementary school, 40 mph in Garden Grove

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 29,957 **SEGMENT LENGTH:** 0.23

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.13 acc/mvm **EXPECTED RATE:** 3.48 acc/mvm

| | |
|---|---|
| **85TH %:** | 44 mph |
| **50TH %:** | 41 mph |
| **15TH %:** | 36 mph |
| **AVERAGE SPEED:** | 41 mph |
| **10 MPH PACE:** | 37 - 46 mph |
| **% IN PACE:** | 84% |
| **% OVER PACE:** | 6% |
| **% UNDER PACE:** | 10% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.




**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 46 KnoOra1200.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | | | 0 | |
| 47 | XXXXX | X | 6 | ^ |
| 46 | XXX | XXX | 6 | ^ |
| 45 | XXXX | XX | 6 | ^ |
| 44 | XXXX | XXX | 7 | P |
| 43 | XX | XXXX | 6 | A |
| 42 | XXX | XXXXXX | 9 | C |
| 41 | XXXX | XXXX | 8 | E |
| 40 | XXXXXX | XXXX | 10 | V |
| 39 | XXXX | XXXXXXXXX | 13 | V |
| 38 | | XXXX | 4 | V |
| 37 | XXX | XXX | 6 | |
| 36 | XXX | X | 4 | |
| 35 | X | XXXXXXX | 8 | |
| 34 | XX | X | 3 | |
| 33 | | XX | 2 | |
| 32 | | | 0 | |
| 31 | X | | 1 | |
| 30 | X | | 1 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Moody Street

**LOCATION:** Crescent Avenue to Lincoln Avenue

**DATE:** 2/19/2019 **TIME START** 12:24 **TIME STOP:** 12:47

**SURVEY ADDRESS:** 8551 Moody St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential, retail, elementary school on east side

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 24,157 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.30 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 75% |
| % OVER PACE: | 0% |
| % UNDER PACE: | 25% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 47 MooCreLin.xls 2/28/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | XX | | 2 | |
| 49 | XXX | XX | 5 | |
| 48 | XXXXX | XX | 7 | |
| 47 | XXX | XX | 5 | |
| 46 | XXXXX | XXXX | 9 | |
| 45 | XXXXXX | XXXX | 10 | A |
| 44 | XXXXXXX | XXXXXXXX | 14 | A |
| 43 | XXXXXX | XXXXXXX | 13 | A |
| 42 | XXXXXXXXX | XXXXXX | 15 | P |
| 41 | XXXXXXXXX | XXXXXXXXXXXX | 21 | A |
| 40 | XXXXXXXXXXX | XXXXXXXX | 19 | C |
| 39 | XXXXXXXXXX | XXXXXXXXXXXXXX | 24 | E |
| 38 | XXXXXXX | XXXXXXXXXX | 18 | V |
| 37 | XXX | XXXXXXXX | 11 | V |
| 36 | XXXX | XXXXXX | 10 | V |
| 35 | XXXX | XXXXXX | 10 | |
| 34 | | XX | 2 | |
| 33 | XX | X | 3 | |
| 32 | | X | 1 | |
| 31 | | X | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Moody Street

**LOCATION:** Lincoln Avenue to Orange Avenue

**DATE:** 3/5/2019 **TIME START** 10:46 **TIME STOP:** 11:31

**SURVEY ADDRESS:** NB: 9292 Moody St, SB: 9319 Moody St

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Residential, commercial, park, government buildings

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, dual left turn lane Lincoln to Evergreen bike lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 18,543 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 8 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.77 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 36 - 45 mph |
| % IN PACE: | 78% |
| % OVER PACE: | 14% |
| % UNDER PACE: | 9% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 47-2 MooLinOra.xls 4/4/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | XXXXX | 5 | |
| 48 | | XXX | 3 | |
| 47 | XXXXX | XX | 7 | |
| 46 | XXXXX | XXXXX | 10 | ^ |
| 45 | XXXXXX | XXXX | 10 | ^ |
| 44 | XXXXXXXXX | XXXXXX | 15 | ^ |
| 43 | XXXXXXXXX | XXXXXXXXXXX | 20 | P |
| 42 | XXXX | XXXXXXXXXXXXX | 17 | A |
| 41 | XXXXXXXXXXXXXX | XXXXXXX | 21 | C |
| 40 | XXXXXXXXXX | XXXXXXXXXX | 20 | E |
| 39 | XXXXXXXXX | XXXXXXXXX | 18 | V |
| 38 | XXXX | XXXXX | 9 | V |
| 37 | XXXXXXXXXXXX | XXXXXXXXX | 20 | V |
| 36 | XXXXXXXX | XX | 10 | |
| 35 | X | XXXX | 5 | |
| 34 | XX | XXX | 5 | |
| 33 | X | XX | 3 | |
| 32 | X | X | 2 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Moody Street

**LOCATION:** Orange Avenue to Ball Road

**DATE:** 3/5/2019 **TIME START** 9:49 **TIME STOP:** 10:49

**SURVEY ADDRESS:** NB: 9700 Moody St, SB: 9805 Moody St

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Residential

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 13,031 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 3 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.41 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 40 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 80% |
| % OVER PACE: | 8% |
| % UNDER PACE: | 13% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 47-3 MooOraBal.xls 4/4/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | X | X | 2 | |
| 48 | XXXX | X | 5 | |
| 47 | XXX | XXX | 6 | |
| 46 | XXXX | XX | 6 | |
| 45 | XXXX | XXX | 7 | |
| 44 | XXXXXXXX | XX | 10 | A |
| 43 | XXXXXX | XXXX | 10 | A |
| 42 | XXX | XXXXXXXXXX | 13 | A |
| 41 | XXXX | XXXXXXXXXXXX | 15 | P |
| 40 | XXXXXXXX | XXXXXXXXX | 17 | A |
| 39 | XXXXXXXXX | XXXXXXXXXXXX | 21 | C |
| 38 | XXXXXXXXXX | XXXXXXXX | 18 | E |
| 37 | XXXXX | XXXXXXX | 11 | V |
| 36 | XXXXX | XXXXXXXXXX | 14 | V |
| 35 | XXXXXXXX | XXXXXXXX | 15 | V |
| 34 | XXXXX | XXXX | 9 | |
| 33 | XXXXX | X | 6 | |
| 32 | XXXXXXX | XXXXXX | 12 | |
| 31 | X | X | 2 | |
| 30 | | X | 1 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Moody Street

**LOCATION:** Ball Road to Cerritos Avenue

**DATE:** 3/5/2019 **TIME START** 8:30 **TIME STOP:** 9:39

**SURVEY ADDRESS:** NB: 10204 Moody St, SB: 10301 Moody St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, park

**ROAD GEOMETRICS:** 2 lanes each direction, raised median with landscaping, bike lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 11,909 **SEGMENT LENGTH:** 0.46

**ACCIDENT HISTORY:** 1 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.17 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 43 mph |
| 50TH %: | 38 mph |
| 15TH %: | 34 mph |
| AVERAGE SPEED: | 39 mph |
| 10 MPH PACE: | 35 - 44 mph |
| % IN PACE: | 72% |
| % OVER PACE: | 13% |
| % UNDER PACE: | 15% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 47-4 MooBalCer.xls 4/4/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | X | | 1 | |
| 52 | | XXX | 3 | |
| 51 | | X | 1 | |
| 50 | XXXX | XXX | 7 | |
| 49 | X | XXX | 4 | |
| 48 | XXX | XX | 5 | |
| 47 | XXXXX | XXXXX | 10 | A |
| 46 | XXXXX | XXXXXX | 11 | A |
| 45 | XXXXXXX | XXXXXX | 13 | A |
| 44 | XXXXXXXXXX | XXXXXXXXXXXX | 22 | PACE |
| 43 | XXXXXXXXX | XXXXXXXX | 17 | |
| 42 | XXXXXXXXXXX | XXXXXXXXXXX | 23 | |
| 41 | XXXXXXXXXX | XXXXXXXX | 19 | |
| 40 | XXXXXXXX | XXXXXX | 15 | V |
| 39 | XXXXX | XXXXXXXXXXXX | 18 | V |
| 38 | XXXXXX | XXX | 9 | V |
| 37 | XX | XXX | 5 | |
| 36 | XXX | XXX | 6 | |
| 35 | XXX | | 3 | |
| 34 | XX | XX | 4 | |
| 33 | | | 0 | |
| 32 | X | | 1 | |
| 31 | X | X | 2 | |
| 30 | | X | 1 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Valley View Street

**LOCATION:** Lincoln Avenue to Orange Avenue

**DATE:** 1/29/2019 **TIME START** 8:34 **TIME STOP:** 9:39

**SURVEY ADDRESS:** NB: 9402 Valley View St, SB: 9461 Valley View St

**ROAD CONDITION:** Good

**WEATHER:** Cloudy

**ROAD DESCRIPTION:** Commercial, residential, Cypress College on east side

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 41,231 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 23 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.00 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 46 mph |
| 50TH %: | 41 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 42 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 79% |
| % OVER PACE: | 11% |
| % UNDER PACE: | 11% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 48 ValLinOra.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | XX | | 2 | |
| 54 | X | X | 2 | |
| 53 | X | X | 2 | |
| 52 | | XXX | 3 | |
| 51 | XXXX | XX | 6 | |
| 50 | XX | XX | 4 | |
| 49 | XXX | XXXXX | 8 | |
| 48 | XXXXX | XXXXXXXX | 13 | ^ |
| 47 | XXXXXXX | XXXXXXXXX | 16 | ^ |
| 46 | XXXXXX | XXXXX | 11 | ^ |
| 45 | XXXX | XXXX | 8 | PACE |
| 44 | XXXXXXX | XXXXXXXX | 16 | A |
| 43 | XXXXXXXXX | XXXXXXXXXX | 19 | C |
| 42 | XXXXXXXX | XXXXXX | 15 | E |
| 41 | XXXX | XXXXXXXXX | 14 | V |
| 40 | XXXXXXXXXX | XXXXX | 16 | V |
| 39 | XXXXX | XXXXXXX | 12 | V |
| 38 | XXXXXXXX | XXXX | 12 | |
| 37 | XXXX | XXXXXXX | 11 | |
| 36 | XXX | | 3 | |
| 35 | | | 0 | |
| 34 | X | XX | 3 | |
| 33 | XX | X | 3 | |
| 32 | | | 0 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Valley View Street

**LOCATION:** Orange Avenue to Ball Road

**DATE:** 1/29/2019 **TIME START** 10:01 **TIME STOP:** 10:46

**SURVEY ADDRESS:** NB: 9620 Valley View St, SB: 9575 Valley View St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, Cypress High School on west side

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping, on-street parking, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 43,103 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 29 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.20 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 47 mph |
| 50TH %: | 42 mph |
| 15TH %: | 37 mph |
| AVERAGE SPEED: | 43 mph |
| 10 MPH PACE: | 39 - 48 mph |
| % IN PACE: | 70% |
| % OVER PACE: | 14% |
| % UNDER PACE: | 17% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 49 ValOraBal.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | X | 1 | |
| 58 | | | 0 | |
| 57 | X | | 1 | |
| 56 | | X | 1 | |
| 55 | | XX | 2 | |
| 54 | | X | 1 | |
| 53 | | X | 1 | |
| 52 | XX | X | 3 | |
| 51 | | | 0 | |
| 50 | XXXXX | XXXX | 9 | |
| 49 | X | XXXXXX | 7 | |
| 48 | XXXXXXXXXX | XXXXX | 15 | ^ |
| 47 | XXXXXX | XXXXXX | 12 | ^ |
| 46 | XXXXX | XXXXXXX | 12 | ^ |
| 45 | XXXXXXXXXX | XXXXX | 15 | P |
| 44 | XXXXXXXXXX | XXXXX | 15 | A |
| 43 | XXXXXXXXXX | XXXXX | 15 | C |
| 42 | XXXXXXXXXX | XXXXXXXX | 18 | E |
| 41 | XXXX | XXXXXXXXXXXXX | 17 | V |
| 40 | XXXXXXXX | XXXXXXX | 14 | V |
| 39 | XXXX | XXXXXXXXXX | 14 | V |
| 38 | XXXX | XXXX | 8 | |
| 37 | XX | XXXX | 6 | |
| 36 | XXXX | XX | 6 | |
| 35 | XX | XX | 4 | |
| 34 | | X | 1 | |
| 33 | | X | 1 | |
| 32 | X | | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Valley View Street

**LOCATION:** Ball Road to Cerritos Avenue

**DATE:** 1/29/2019 **TIME START** 11:00 **TIME STOP:** 11:46

**SURVEY ADDRESS:** NB: 10348 Valley View St, SB: 10373 Valley View St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 45,569 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 18 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.72 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| **85TH %:** | 47 mph |
| **50TH %:** | 42 mph |
| **15TH %:** | 38 mph |
| **AVERAGE SPEED:** | 43 mph |
| **10 MPH PACE:** | 39 - 48 mph |
| **% IN PACE:** | 74% |
| **% OVER PACE:** | 13% |
| **% UNDER PACE:** | 14% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 50 ValBalCer.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | X | 1 | |
| 54 | XX | | 2 | |
| 53 | X | X | 2 | |
| 52 | XX | XX | 4 | |
| 51 | XXX | XXX | 6 | |
| 50 | XXX | XXX | 6 | |
| 49 | XXXX | XXXXX | 9 | ^ |
| 48 | XXXXX | XXXX | 9 | ^ |
| 47 | XXXXX | XXXXXXXXX | 14 | ^ |
| 46 | XXXXXXX | XXXXXXXXX | 16 | PACE |
| 45 | XXXXXXXX | XXXXXXX | 15 | |
| 44 | XXXXXX | XXXXXXX | 13 | |
| 43 | XXXXXXXXXXX | XXXXXXXXXX | 23 | |
| 42 | XXXXXXXXX | XXXXXXXXXXXX | 22 | v |
| 41 | XXXXXXXXXXXXX | XXXXXX | 19 | v |
| 40 | XXXX | XXXXX | 9 | v |
| 39 | XXX | XXXXXX | 9 | |
| 38 | XXXX | XXXX | 8 | |
| 37 | XXX | XXXX | 7 | |
| 36 | XXX | | 3 | |
| 35 | X | | 1 | |
| 34 | | | 0 | |
| 33 | XX | | 2 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Valley View Street

**LOCATION:** Orangewood Avenue to 1200' South of Orangewood

**DATE:** 1/29/2019 **TIME START** 2:30 **TIME STOP:** 3:19

**SURVEY ADDRESS:** NB: 11629 Valley View St, SB: 11653 Valley View St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 47,431 **SEGMENT LENGTH:** 0.23

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.33 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| **85TH %:** | 48 mph |
| **50TH %:** | 42 mph |
| **15TH %:** | 39 mph |
| **AVERAGE SPEED:** | 44 mph |
| **10 MPH PACE:** | 40 - 49 mph |
| **% IN PACE:** | 75% |
| **% OVER PACE:** | 11% |
| **% UNDER PACE:** | 15% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 53 ValOra1200.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | X | | 1 | |
| 58 | | X | 1 | |
| 57 | X | | 1 | |
| 56 | | | 0 | |
| 55 | | XXX | 3 | |
| 54 | | X | 1 | |
| 53 | | XXX | 3 | |
| 52 | X | XX | 3 | |
| 51 | X | XXX | 4 | |
| 50 | XXXXXX | XXXXXX | 12 | A |
| 49 | X | XXXXXXXX | 9 | A |
| 48 | XXXXX | XXXX | 9 | P |
| 47 | XXXXXX | XXXXXXXXXX | 16 | A |
| 46 | XXXXXXXXXX | XXXXX | 16 | C |
| 45 | XXXXXXXXXX | XXXXXXXXXXXX | 22 | E |
| 44 | XXXXXXX | XXXXXXXX | 15 | V |
| 43 | XXXXXXXXXXXXX | XXXX | 18 | V |
| 42 | XXXXXXXXXXXX | XXXXXX | 19 | V |
| 41 | XXXXXX | XXXXXX | 12 | |
| 40 | XXX | XXXXXX | 9 | |
| 39 | XXXX | XXXX | 8 | |
| 38 | XXXXX | X | 6 | |
| 37 | XX | XXX | 5 | |
| 36 | | | 0 | |
| 35 | X | XXX | 4 | |
| 34 | XX | X | 3 | |
| 33 | | | 0 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Valley View Street

**LOCATION:** Katella Avenue to Orangewood Avenue

**DATE:** 1/29/2019 **TIME START** 1:34 **TIME STOP:** 2:18

**SURVEY ADDRESS:** NB: 11194 Valley View St, SB: 11207 Valley View St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Commercial, residential

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 53,635 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 13 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.43 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 49 mph |
| 50TH %: | 44 mph |
| 15TH %: | 39 mph |
| AVERAGE SPEED: | 45 mph |
| 10 MPH PACE: | 41 - 50 mph |
| % IN PACE: | 74% |
| % OVER PACE: | 9% |
| % UNDER PACE: | 18% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 45 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMA
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 52 ValKatOra.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | X | | 1 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | X | | 1 | |
| 52 | XXX | | 3 | |
| 51 | XX | | 2 | |
| 50 | X | | 1 | |
| 49 | XX | XXX | 5 | |
| 48 | X | | 1 | |
| 47 | XXXXXXXXX | XX | 11 | |
| 46 | XXXXXX | XXX | 9 | |
| 45 | XXXXXX | X | 7 | |
| 44 | XXXXXXXXXX | XXXXXX | 16 | ^ |
| 43 | XXXXXX | XXXXXX | 12 | ^ |
| 42 | XXXXXXXX | XXX | 11 | ^ |
| 41 | XXXXX | XXXX | 9 | P |
| 40 | XXXXXXXX | XXXXXXXXXXXX | 19 | A |
| 39 | XXXXXXXX | XXXXXXXX | 16 | C |
| 38 | XXXXXXX | XXXXXXXXX | 16 | E |
| 37 | XX | XXXXXXXX | 10 | V |
| 36 | XX | XXXXXXXXX | 11 | V |
| 35 | XXXXX | XXXXXXXXXXXX | 17 | V |
| 34 | XXX | XXXXXXX | 10 | |
| 33 | XXX | XX | 5 | |
| 32 | | XXX | 3 | |
| 31 | | X | 1 | |
| 30 | | | 0 | |
| 29 | X | X | 2 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | X | | 1 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Valley View Street

**LOCATION:** Cerritos Avenue to Katella Avenue

**DATE:** 1/29/2019 **TIME START** 12:20 **TIME STOP:** 1:22

**SURVEY ADDRESS:** NB: 10742 Valley View St, SB: 10767 Valley View St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 3 lanes each direction, raised median with landscaping

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 44,890 **SEGMENT LENGTH:** 0.47

**ACCIDENT HISTORY:** 8 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.35 acc/mvm **EXPECTED RATE:** 1.48 acc/mvm

| | |
|---|---|
| 85TH %: | 45 mph |
| 50TH %: | 39 mph |
| 15TH %: | 34 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 35 - 44 mph |
| % IN PACE: | 69% |
| % OVER PACE: | 21% |
| % UNDER PACE: | 11% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 51 ValCerKat.xls 2/11/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | X | 1 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | X | 1 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | X | | 1 | |
| 51 | | | 0 | |
| 50 | X | XX | 3 | |
| 49 | XX | | 2 | |
| 48 | X | X | 2 | |
| 47 | X | XXX | 4 | |
| 46 | XX | X | 3 | A |
| 45 | | XXX | 3 | A |
| 44 | XXXX | XXXXX | 9 | A |
| 43 | XXXX | XXXXXX | 10 | P |
| 42 | XX | XX | 4 | A |
| 41 | XXXXXXXXX | XXXXXXXX | 17 | C |
| 40 | XXXXXXXXXX | XXXXXX | 16 | E |
| 39 | XXXXXXXXXXXXXXX | XXXXX | 40 | V |
| 38 | X | X | 2 | V |
| 37 | XXX | XXXXX | 8 | V |
| 36 | XX | X | 3 | |
| 35 | X | | 1 | |
| 34 | XX | | 2 | |
| 33 | X | | 1 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 133 | |

**ROADWAY:** Walker Street

**LOCATION:** Crescent Avenue to Lincoln Avenue

**DATE:** 2/12/2019 **TIME START** 11:09 **TIME STOP:** 11:32

**SURVEY ADDRESS:** 8615 Walker St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail, elementary school on east side

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, on-street parking

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 20,857 **SEGMENT LENGTH:** 0.50

**ACCIDENT HISTORY:** 15 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.31 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 38 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 84% |
| % OVER PACE: | 11% |
| % UNDER PACE: | 5% |

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 54 WalCreLin.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | X | | 1 | |
| 55 | | | 0 | |
| 54 | X | X | 2 | |
| 53 | X | | 1 | |
| 52 | | | 0 | |
| 51 | X | | 1 | |
| 50 | | | 0 | |
| 49 | X | XX | 3 | |
| 48 | XX | | 2 | |
| 47 | XX | X | 3 | ^ |
| 46 | XXXX | XXX | 7 | ^ |
| 45 | XXX | XX | 5 | ^ |
| 44 | XXX | XXXXXXX | 10 | PACE |
| 43 | XXXXXXXXX | XXXX | 13 | |
| 42 | XXXXX | XXXX | 9 | |
| 41 | XXX | XXXXX | 8 | |
| 40 | XX | XXXX | 6 | |
| 39 | XXX | XXXXX | 8 | |
| 38 | XX | XX | 4 | |
| 37 | XX | X | 3 | |
| 36 | X | XXXX | 5 | |
| 35 | | XXXX | 4 | |
| 34 | XX | | 2 | |
| 33 | XX | X | 3 | |
| 32 | | | 0 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Walker Street

**LOCATION:** Lincoln Avenue to Orange Avenue

**DATE:** 2/12/2019 **TIME START** 10:39 **TIME STOP:** 10:59

**SURVEY ADDRESS:** 9222 Walker St

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 20,194 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 8 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.71 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 45 mph |
| 50TH %: | 41 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 42 mph |
| 10 MPH PACE: | 38 - 47 mph |
| % IN PACE: | 73% |
| % OVER PACE: | 10% |
| % UNDER PACE: | 17% |




**EXISTING SPEED LIMIT:** 45 **PROPOSED SPEED LIMIT:** 45

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 55 WalLinOra.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | X | | 1 | |
| 47 | XX | | 2 | |
| 46 | X | XXXXXX | 7 | ^ |
| 45 | XXXXX | XX | 7 | ^ |
| 44 | XXXX | XXXX | 8 | ^ |
| 43 | XX | XXXXXXXXXXXXXXX | 17 | P |
| 42 | XXXXXX | XXX | 9 | A |
| 41 | XX | XXXXX | 7 | C |
| 40 | XXXXXXXX | XXXXX | 13 | E |
| 39 | XX | XX | 4 | V |
| 38 | XXXXXXXXX | | 9 | V |
| 37 | XX | XXXXX | 7 | V |
| 36 | XX | | 2 | |
| 35 | XXX | XX | 5 | |
| 34 | X | | 1 | |
| 33 | | | 0 | |
| 32 | | X | 1 | |
| 31 | | | 0 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Walker Street

**LOCATION:** Orange Avenue to Ball Road

**DATE:** 2/12/2019 **TIME START** 9:56 **TIME STOP:** 10:16

**SURVEY ADDRESS:** 5488 Hanover Dr

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Residential, retail

**ROAD GEOMETRICS:** 2 lanes each direction, dual left turn lane, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 21,843 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 10 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.82 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 41 mph |
| 15TH %: | 36 mph |
| AVERAGE SPEED: | 41 mph |
| 10 MPH PACE: | 37 - 46 mph |
| % IN PACE: | 88% |
| % OVER PACE: | 3% |
| % UNDER PACE: | 9% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMA
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 56 WalOraBal.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | X | | 1 | |
| 50 | XX | | 2 | |
| 49 | XXX | X | 4 | |
| 48 | XX | XXXX | 6 | |
| 47 | X | XXX | 4 | |
| 46 | XXXXXX | XXX | 9 | |
| 45 | XXXXXXXX | XXX | 11 | A |
| 44 | XXXXXX | XXXXXXXXX | 15 | A |
| 43 | X | XXXXXXXXX | 10 | A |
| 42 | XXXXXXXXXXX | XXXXXX | 17 | P |
| 41 | XXXXXXX | XXXXXXXXXX | 16 | A |
| 40 | XXXXXXXXX | XXXXXXXXXXXXX | 22 | C |
| 39 | XXXXXXXX | XXXXXXXXXXX | 19 | E |
| 38 | XXXXXXXXXXX | XXXXXXXXX | 20 | V |
| 37 | XXXXXX | XXXXXXXX | 14 | V |
| 36 | XXXXX | XXXXXX | 11 | V |
| 35 | XX | XXX | 5 | |
| 34 | XXXXX | XXX | 8 | |
| 33 | X | | 1 | |
| 32 | XXXX | | 4 | |
| 31 | | | 0 | |
| 30 | X | | 1 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 16 | | | 0 | |
| | | GRAND TOTAL | 200 | |

**ROADWAY:** Walker Street

**LOCATION:** Ball Road to Cerritos Avenue

**DATE:** 2/11/2019 **TIME START** 3:34 **TIME STOP:** 4:17

**SURVEY ADDRESS:** NB: 5502 Cynthia Cir, SB: 5491 Marion Ave

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Residential

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow centerline, bike lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 17,498 **SEGMENT LENGTH:** 1.23

**ACCIDENT HISTORY:** 4 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.17 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| **85TH %:** | 44 mph |
| **50TH %:** | 39 mph |
| **15TH %:** | 36 mph |
| **AVERAGE SPEED:** | 41 mph |
| **10 MPH PACE:** | 36 - 45 mph |
| **% IN PACE:** | 78% |
| **% OVER PACE:** | 13% |
| **% UNDER PACE:** | 10% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | NORTHBOUND | SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | XX | | 2 | |
| 49 | | XX | 2 | |
| 48 | XX | XXX | 5 | |
| 47 | XXXXXX | XXXX | 10 | |
| 46 | XXXXX | XX | 7 | |
| 45 | XXXXXX | XX | 8 | |
| 44 | XXXXXXX | XXXX | 11 | ^ |
| 43 | XXXXX | XXXXXX | 11 | ^ |
| 42 | XXXXXX | XXXXX | 11 | ^ |
| 41 | XXXXX | XXXXXXX | 12 | PACE |
| 40 | XXXXXXXX | XXXXXXXXXXXXXXX | 24 | |
| 39 | XXXXX | XXXXXXXXXX | 16 | |
| 38 | XXXXXXXXXXXXXX | XXXXXXXX | 22 | |
| 37 | XXXXXXX | XXXXXXXXXXX | 18 | |
| 36 | XXXXXXXXXX | XXXXXX | 16 | v |
| 35 | XXXXXXX | XXXXXXX | 14 | v |
| 34 | XX | XX | 4 | |
| 33 | XXX | XXX | 6 | |
| 32 | | X | 1 | |
| 31 | X | | 1 | |
| 30 | | | 0 | |
| 29 | | | 0 | |
| 28 | | | 0 | |
| 27 | | | 0 | |
| 26 | | | 0 | |
| 25 | | | 0 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | | 0 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 201 | |

**ROADWAY:** Walker Street

**LOCATION:** Cerritos Avenue to Katella Avenue

**DATE:** 2/11/2019 **TIME START** 2:34 **TIME STOP:** 3:19

**SURVEY ADDRESS:** NB: 10652 Walker St, WB: 10731 Walker St

**ROAD CONDITION:** Good

**WEATHER:** Clear

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 2 lanes each direction, double yellow center lane

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 23,913 **SEGMENT LENGTH:** 0.51

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 0.15 acc/mvm **EXPECTED RATE:** 3.58 acc/mvm

| | |
|---|---|
| 85TH %: | 44 mph |
| 50TH %: | 39 mph |
| 15TH %: | 35 mph |
| AVERAGE SPEED: | 40 mph |
| 10 MPH PACE: | 35 - 44 mph |
| % IN PACE: | 77% |
| % OVER PACE: | 17% |
| % UNDER PACE: | 6% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 40 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMA
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 40 **PROPOSED SPEED LIMIT:** 40

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 58 WalCerKat.xls 2/26/2019

# CITY OF CYPRESS ENGINEERING AND SPEED SURVEY

| Speed (mph) | VEHICLES SURVEYED NORTHBOUND | VEHICLES SURVEYED SOUTHBOUND | Total Vehicles | Pace |
|---|---|---|---|---|
| 75 | | | 0 | |
| 74 | | | 0 | |
| 73 | | | 0 | |
| 72 | | | 0 | |
| 71 | | | 0 | |
| 70 | | | 0 | |
| 69 | | | 0 | |
| 68 | | | 0 | |
| 67 | | | 0 | |
| 66 | | | 0 | |
| 65 | | | 0 | |
| 64 | | | 0 | |
| 63 | | | 0 | |
| 62 | | | 0 | |
| 61 | | | 0 | |
| 60 | | | 0 | |
| 59 | | | 0 | |
| 58 | | | 0 | |
| 57 | | | 0 | |
| 56 | | | 0 | |
| 55 | | | 0 | |
| 54 | | | 0 | |
| 53 | | | 0 | |
| 52 | | | 0 | |
| 51 | | | 0 | |
| 50 | | | 0 | |
| 49 | | | 0 | |
| 48 | XX | | 2 | |
| 47 | | | 0 | |
| 46 | X | | 1 | |
| 45 | X | X | 2 | |
| 44 | | X | 1 | |
| 43 | X | X | 2 | |
| 42 | XXX | X | 4 | |
| 41 | | XX | 2 | |
| 40 | X | XXXX | 5 | ^ |
| 39 | XX | XXXX | 6 | ^ |
| 38 | X | XXXXXXXXXXX | 12 | ^ |
| 37 | XXXX | XXXXX | 9 | P |
| 36 | XXXXX | XXXX | 9 | A |
| 35 | X | XXXXX | 6 | C |
| 34 | XXXX | XXXXXX | 10 | E |
| 33 | X | XXXX | 5 | v |
| 32 | XXXX | XXX | 7 | v |
| 31 | XX | XXXX | 6 | v |
| 30 | X | XXXX | 5 | |
| 29 | X | | 1 | |
| 28 | | X | 1 | |
| 27 | | X | 1 | |
| 26 | | X | 1 | |
| 25 | X | | 1 | |
| 24 | | | 0 | |
| 23 | | | 0 | |
| 22 | | X | 1 | |
| 21 | | | 0 | |
| 20 | | | 0 | |
| 19 | | | 0 | |
| 18 | | | 0 | |
| 17 | | | 0 | |
| 16 | | | 0 | |
| 15 | | | 0 | |
| | | GRAND TOTAL | 100 | |

**ROADWAY:** Warland Drive

**LOCATION:** Katella Avenue to Valley View Street

**DATE:** 1/29/2019 **TIME START** 3:31 **TIME STOP:** 4:16

**SURVEY ADDRESS:** 11130 Warland Dr

**ROAD CONDITION:** Good

**WEATHER:** Partly cloudy

**ROAD DESCRIPTION:** Commercial

**ROAD GEOMETRICS:** 1 lane each direction, dual left turn lane, curvilinear

**CONDITIONS NOT READILY APPARENT:**

**AVERAGE DAILY TRAFFIC:** 2,835 **SEGMENT LENGTH:** 0.62

**ACCIDENT HISTORY:** 2 midblock collisions in 3 years (10/1/2014 TO 9-30-17)

**ACCIDENT RATE:** 1.05 acc/mvm **EXPECTED RATE:** 1.10 acc/mvm

| | |
|---|---|
| 85TH %: | 39 mph |
| 50TH %: | 35 mph |
| 15TH %: | 30 mph |
| AVERAGE SPEED: | 36 mph |
| 10 MPH PACE: | 31 - 40 mph |
| % IN PACE: | 75% |
| % OVER PACE: | 14% |
| % UNDER PACE: | 11% |

**Speed Limit Justification:**
Based on the 85th percentile and CVC 21400(b), it is recommended to post the speed limit at 35 mph.

REGISTERED PROFESSIONAL ENGINEER
DAVID ROSEMAN
No. 1585
Exp. 6-30-19
TRAFFIC
STATE OF CALIFORNIA

**EXISTING SPEED LIMIT:** 35 **PROPOSED SPEED LIMIT:** 35

**OBSERVED BY:** T.L. Hartman

**REVIEWED BY:** David Roseman

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A SPEED ZONE SURVEY AS ON FILE IN THE OFFICE OF THE CITY TRAFFIC ENGINEER OF THE CITY OF CYPRESS, CALIFORNIA.

DATE

Filename: 59 WarKatVal.xls 2/26/2019

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **7.**

**FROM:** Nick Mangkalakiri, Acting Director of Public Works

**DATE:** 10/14/2024

**SUBJECT:** **Accept the Residential Street Resurfacing, Project 349**

## RECOMMENDATION

1. Accept the Residential Street Resurfacing, Project 349, in the amount of $1,084,358.89 and approve the final payment of $54,217.94 to R.J. Noble Company; and

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

## DISCUSSION

In February, the City Council awarded a construction contract to R.J. Noble Company for the annual Residential Street Resurfacing project. The project resurfaced over 15 lane miles of various residential streets. The work began in April and was substantially complete in July.

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 and inspection was $1,241,450.03, and final project costs total $1,130,983.59, as summarized in the attached table. Sufficient amounts were included in the FY 2023-24 City Capital Projects Fund to pay for the project.

## LEGAL REVIEW

None required.

**APPROVED BY:** Peter Grant, City Manager

## Attachments

Cost Table

# PROJECT COST TABLE

**Residential Street Resurfacing**
**Project 349**

| Item Description | Original Amount | Actual Expenditures | Difference |
|---|---|---|---|
| **Construction** | | | |
| Construction | $ 952,610.03 | $ 952,610.03 | $ - |
| Construction Contingency | 143,000.00 | 131,748.86* | 11,251.14 |
| Sub-total Construction | $ 1,095,610.03 | $ 1,084,358.89 | $ 11,251.14 |
| **Construction Management & Inspection** | | | |
| Inspection | $ 126,840.00 | $ 46,624.70 | $ 80,215.30 |
| Inspection Contingency | 19,000.00 | - | 19,000.00 |
| Sub-total Construction Inspection | $ 145,840.00 | $ 46,624.70 | $ 99,215.30 |
| **Total Project** | **$ 1,241,450.03** | **$ 1,130,983.59** | **$ 110,466.44** |

* Includes change orders for additional digout repairs and unforseen site conditions.

Note: CM/Inspection expenditures are based on actual hours inspectors are needed on the job site. This figure will vary for each job based on actual project duration, required special inspections/material testing and other factors. Original Contract Amounts are cost estimates/proposals based on the project description, scope of work, and anticipated needs.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **8.**

**FROM:** Nick Mangkalakiri, Acting Director of Public Works

**DATE:** 10/14/2024

**SUBJECT:** **Award Contracts for City Hall and PD Roof Replacement, Project 393**

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## RECOMMENDATION

1. Award a contract to Rite-Way Roofing Corporation for $934,418.98, and authorize a contingency of $140,000; and

2. Approve a Task Order for Construction Inspection Services to FCG Consultants Inc., for $49,794.08, and authorize a contingency of $7,400.

## DISCUSSION

The FY 2024-25 Capital Improvement Program budget includes a project to replace the City Hall and Police Department roof. The existing roof is over 18 years old and has reached the end of its useful life, is prone to leaks, and needs to be replaced.

Public Works recommends Sourcewell ezIQC, an Indefinite Delivery, Indefinite Quantity (IDIQ) procurement process, for the project. Sourcewell competitively bids for projects involving the repair, alteration, modernization, and rehabilitation of infrastructure and facilities. The California Government Code and Cypress Municipal Code Section 21A-10(e) allows for cooperative purchasing agreements, enabling public entities to benefit from shared contracting efforts. Sourcewell has contracted with Gordian to administer the ezIQC program. Through Gordian, Public Works evaluated the project with the contractor, Rite-Way Roofing Corporation.

After a thorough review of the project scope of work, Rite-Way Roofing submitted a $934,418.98 proposal for the replacement of the City Hall and Police Department roof. This expedited project scoping and procurement process was completed in six weeks, which is significantly faster than the traditional design and bidding process would have taken. Rite-Way Roofing comes highly recommended, recently completed the roof project at the Cypress Community Center, and has completed similar projects for other agencies in Southern California.

FCG Consultants Inc., the City's on-call construction manager, will inspect the project.

Construction will begin in early 2025 and take approximately three months to complete. City Hall and Police Department facilities will remain open to the public and staff during construction.

## BUDGET IMPACT

Total estimated project costs will not exceed $1,131,613.06. Sufficient amounts are budgeted in the City's Capital Project Fund for project construction and inspection.

## LEGAL REVIEW

The City Attorney has reviewed the Sourcewell ezIQC procurement process and the construction agreement and determined it is consistent with purchasing arrangements authorized by Cypress Municipal Code Section 21A-10(e). The construction component included in the recommended contract for award is compliant with Sourcewell unit prices, including labor. The City Attorney has reviewed and approved the agreements as to form.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

Contract Agreement

Task Order

Sourcewell Contract Agreement

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**AGREEMENT FOR CONSTRUCTION SERVICES (ezIQC CONTRACTING)**
**BETWEEN CITY OF CYPRESS AND**
**RITE-WAY ROOFING CORPORATION**

**FOR**

**CITY HALL AND POLICE DEPARTMENTS ROOF RECOATING, PROJECT 393**

THIS AGREEMENT FOR CONSTRUCTION SERVICES ("**Agreement**") is made and entered into on October 14, 2024 ("**Effective Date**"), by and between the City of Cypress, a California municipal corporation and Rite-Way Roofing Corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "**Party**" or "**Parties**." Contractor's State License Number is 661941and DIR Registration Number is 1000001946.

## RECITALS

A. Bids for the Project were received, publicly opened, and declared on the date specified in said notice, or as otherwise accepted and processed through those procedures and approvals authorized under the City of Cypress Municipal Code.

B. City accepted the bid of Contractor dated August 1, 2024 pursuant to legal requirements and selected Contractor for the Project.

C. City desires to retain Contractor, on an independent contractor basis, for the Project, as more particularly described below.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. Pursuant to the City of Cypress Municipal Code and California state law, City has authority to enter into and execute this Agreement.

F. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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:

## AGREEMENT

### ARTICLE 1. CONTRACTOR SERVICES

#### 1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements

(collectively referred to herein as the "**services**" or "**work**" hereunder) in the Contract Documents for City Hall And Police Departments Roof Recoating, Project 393 ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. By entering into this Agreement, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Project Manager, architects, inspectors, engineers, or utilities. As used herein, "**Contract Documents**" refers to all of the following documents, all of which are component parts of this Agreement as if herein set out in full or attached hereto:

A. Notice of Inviting Bids, Bid Forms & Instructions to Bidders

B. Scope of Work, if any

C. Plans for the Project, if any

D. Project Construction Schedule

E. General Specifications and Provisions, if any

F. Special Provisions for the Project, if any

G. Standard Specifications

H. Technical Specifications

I. Addendum(s) as issued

J. Contractor's Signed Bid Proposal and Information Required of Bidder

K. Designated Subcontractors List, if any

L. Bid Bond, Performance Bond, Labor & Materials Payment Bond, and any other Bonds as required by this Agreement

M. Insurance Certificates and Written Endorsements

N. Notice to Proceed (issued by the City)

O. Notice of Completion (issued by the City at final completion of the project)

P. Guaranty Form

Q. All Changes Orders properly authorized after execution of Agreement.

The Contract Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

### 1.2 Incorporation of Greenbook.

The provisions of the 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("**Greenbook**") are incorporated herein as the Standard Specifications, except as explicitly modified herein or by the Contract Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

### 1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a public work as defined in Labor Code section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code section 1771. Pursuant to Labor Code section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and on the DIR website at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the sum of $200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Labor Code section 1776; certify and make such payroll records available for inspection as provided by Labor Code section 1776; and inform the City of the location of the records. Contractor shall submit all required reporting and records directly to the DIR.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code section 1861 and Section 5.1 and 5.2 of this agreement, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

### 1.4 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, state or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns shall not be liable at law or in equity for failure of Contractor to comply with this Section.

### 1.5 Licenses, Permits, Fees and Assessments.

Contractor has California State Contractor's License Board License Classification B, C-39, No. 661941 and shall maintain said license and obtain and maintain, at its sole cost and expense, such licenses, permits, registrations, 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.

### 1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work 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.

### 1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting Parties.

**1.8 Unidentified Utilities.**

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4216 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. Pursuant to Government Code Sections 4216 through 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

**1.9 Trench Excavation.**

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item, and no additional compensation will be allowed therefor.

### 1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### 1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) calendar days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and/or replace any portions of the work (or work of other contractors or subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 1.12 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless an authorized written change order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Compensation Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and City's authorized representative, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to 15% of the Compensation Sum or any increase in the time to perform of up to 30 ☐calendar / ☒working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Compensation Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work 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.

(e) No claim for an increase in the Compensation Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.13 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 or the Bid Documents, the provisions of Exhibit B shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Compensation Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount of Nine Hundred and Thirty Four Thousand, Four Hundred and Eighteen dollars and Ninety Eight Cents ($934,418.98) as set forth in Contractor's Bid attached hereto as **Exhibit A** and incorporated herein by this reference ("**Compensation Sum**"). Subject to any additions or deductions that may be made by Change Order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total compensation no greater than, including reimbursement of Contractor's expenses, an amount not to exceed the contingency amount of $140,000 plus the Compensation Sum for a total of $1,074,418.98 ("**Contract Sum**") for completion of the work.

### 2.2 Invoices.

(a) Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as **Exhibit E** and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

(b) All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

### 2.3 Payment.

(a) Payments Made by City. 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 cause Contractor to be paid any progress payment generally within thirty (30) calendar 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 that City does not cause Contractor to be paid any progress payment within thirty (30) calendar days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) calendar days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. 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.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

**2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) calendar days from completion of the work. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

**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.

**2.6 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.4 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) calendar days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Schedule of Performance.

Contractor shall complete the Project within 80 ☐calendar / ☒ working days ("**Contract Time**") after receiving a "**Notice to Proceed**" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Contract Documents, and any revisions thereof approved by the City in writing. All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time periods, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

### 3.2 Liquidated Damages.

Pursuant to Government Code section 53069.85, if work is not completed in strict compliance with Section 3.1 of this Agreement or in strict accordance with the schedule of performance provided by any schedule contained in or required to be provided by the Contract Documents (such deadlines collectively referred to herein as "**Agreement Deadlines**"), it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor and its sureties shall pay to the City the sum of $250.00 for each and every calendar day of delay beyond the completion date in Section 3.1 of this Agreement, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents, or beyond the time indicated in the Contract Documents for any individual activity to be performed pursuant to the Agreement. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Agreement Deadlines, a completion schedule, the Project schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This Section does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek

other damages. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of a utility to provide for removal or relocation of utility facilities.

### 3.3 Force Majeure.

The time period(s) specified in the Section 3.1 and pursuant to this Agreement 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, (with the express exception of delays arising from the impact of COVID-19 and its variants to the extent such impact is foreseeable or should have reasonably been foreseeable), if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager 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 Project Manager such delay is justified. The Project Manager'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 Final Acceptance.

Acceptance of the Project shall only be by action of the City. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Contractor.

Contractor's ownership, management and licensing is tied to specific principal representatives ("**Principals**") who are designated as Bill LaMontagne, (951) 759-344, bill@ritewayroofing.com. The 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 Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the Project Manager. Additionally, 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 (and, as required by law, secure City approval in regards to

subcontractors before changes in Contractor's subcontractors, of) 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 Project Manager.**

The **Project Manager** shall be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager 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 Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**4.4 Independent Contractor.**

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under 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 officers, employees, agents or subcontractors, are officers, employees or agents 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. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Contractor or any officer, employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Contractor shall indemnify,

defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Contractor, or any officer, employee, agent, or subcontractor Contractor used to provide services under this Agreement, is/are employees of City.

### 4.5 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 and in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, *et seq*. Contractor shall be responsible for ensuring compliance by any subcontractor or lower tier subcontractor under it with this Agreement, all state and federal laws, codes and regulations, and municipal ordinances and regulations of City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 voidable at the option of City. No approved transfer shall release the Contractor, or any surety or insured of Contractor, of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, as marked by checkmark, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees, agents, designated volunteers, and attorneys of City. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) calendar days advance written notice of such change. If such change results in

substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation solely in regards to insurance coverage.

(a) ☒General liability insurance. A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $1,000,000 per occurrence for all covered losses, and no less than $1,000,000 general aggregate, for bodily injury, personal injury and property damage, and a $1,000,000 completed operations aggregate. Contractor must maintain a policy of commercial general liability insurance for as long as there is a statutory exposure to completed operations claims.

(b) ☒Automobile liability insurance. A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than $1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(c) ☒Workers' compensation insurance. Contractor shall ma intain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least $1,000,000), which shall each indemnify, insure and provide legal defense for 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 Contractor in the course of carrying out the work or services contemplated in this Agreement. In addition, Contractor shall require each subcontractor to similarly maintain a policy of worker's compensation insurances and employer's liability insurance in according with the laws of the State of California for all of the subcontractor's employees.

(d) ☐Builder's Risk Insurance. Contractor shall maintain, from upon commencement of work and through the entire duration of the Project until only the City has an insurable interest, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. All subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the Builder's Risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project. Policy shall be provided for replacement value on an "all risk" basis for the completed value of the Project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and

operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) ☐Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $[AMOUNT] per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(f) Excess Liability and Umbrella Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

**5.2 General Insurance Requirements.**

(a) Proof of Insurance, Enforcement and Notice. No work or services under this Agreement shall commence until both Contractor has provided City with insurance certificates, endorsement forms and appropriate insurance binders, signed by a person authorized by the Insurer to bind coverage on its behalf, evidencing the above insurance coverages, as well as said documentation is approved by 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. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments; or, 2) City,

notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) Cancellation/Amendment. All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment of premium) to City. In the event any of said policies of insurance are amended or cancelled, Contractor shall, five (5) business days prior to the cancellation date, submit new evidence of insurance, or reinstatement of policy, in conformance with this Agreement to City.

(c) Additional Insureds. All of the above policies shall name City and its elected and appointed officers, employees, agents and designated volunteers ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that 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, and policies of insurance shall not contain any cross-liability exclusions.

(d) Primary, Subrogation, Contribution and Coverage. All of the above policies of insurance shall be primary insurance. The insurers for above policies, Contractor and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Contractor's insurance. If Contractor maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) Limitations, Self- Insured Retention and Deductibles. Contractor agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention (without impairment of obligation of primary insured under this Agreement to satisfy any self-

insured retention). Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

(f) Completed operations coverage. Completed operations coverage shall extend a minimum of three 1 year after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

(g) Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of Article 5 of this Agreement. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

**5.3 Indemnification.**

(a) General Obligations. Contractor agrees, to the maximum extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the 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 (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its

subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence, active negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence, active negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until either such time as a final judgment has been entered adjudicating, or agreement between the Parties is reached determining, City as solely negligent, actively negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination or agreement to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation. In instances where City is shown to have been actively negligent and/or engaged in willful misconduct, and where City's active negligence and/or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence and/or willful misconduct of City. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under Section 5.2 of this Agreement. Such offset, if any, does not satisfy any amount, greater than the offset, due to City from Contractor.

**5.4 Notification of Third-Party Claims.**

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

**5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, unless otherwise expressly provided in the bid documents, Contractor shall deliver to the City all of the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the Compensation Sum.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the Compensation Sum.

All bonds shall be on the applicable forms provided in **Exhibit C** and **Exhibit D** attached hereto and incorporated herein by this reference. The bonds shall each contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

### 5.6 Sufficiency of Surety.

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. If the City determines that the work 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 bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation solely in regards to bond coverage.

### 5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under both the forms of the applicable bond attached to this Agreement as well as Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

## 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, certified and accurate copies of payroll records in compliance with all applicable laws, 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 Project Manager to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, including but not limited to in accordance with the requirements of Labor Code section 1776, shall be complete and detailed, and shall be readily accessible. The Project Manager 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. Such books and records shall be maintained either for a period of no less than three (3) years following completion of the services hereunder, or for such period of time as required by applicable law, whichever period of time is longer. City shall have access

to such books and records in the event any audit is required. In accordance with Government Code section 8546.7 records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. Contractor shall fully cooperate with the City in providing access to any and all Contractor books and records, and any other applicable documents, 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 submit written reports to the Project Manager concerning performance of the services, upon request, and/or as necessary for Project Manager to be informed of both performance of services as well as any decisions which must be made by City or Project Manager. 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

### 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**") prepared (regardless of whether complete or incomplete) by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager 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 and materials under express condition that Contractor agrees such documents and materials are the sole property of City. All subcontractors shall provide for assignment to City of any documents and 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 its performance of this Agreement shall be considered confidential, unless such information is in the public domain. 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 Project Manager.

(b) No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work, shall be made without prior written authorization from City. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager 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 immediately 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 attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Contractor shall immediately 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 thereunder; b) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, c) 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 Default of Contractor.

(a) It is City's right to suspend or terminate this Agreement upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the work required under this Agreement with diligence to ensure timely completion of the Project pursuant to Section 3.1; (2) Contractor fails to comply with the provisions of this Agreement; (3) Contractor violates any ordinance, regulation, state or federal law which applies to its performance under this Agreement; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is

appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the work or the Project, and/or; (9) Contractor disregards proper directives of the architect, inspector, or Project Manager under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

(b) In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

(c) Contractor shall be liable for damages sustained by City from the termination of the Agreement under this Section 7.2, including, but not limited to, all cost necessary for repair and completion of the work. City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the work pursuant to this Agreement, said expenditures shall be deducted from the amounts withheld (and if such deduction does not fully compensate City for said expenditures, then Contractor remains fully liable for the remaining balance owed to City). Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

**7.3 Suspension or Termination.**

The City may at any time, for any reason (including but not limited to for City's convenience, environmental considerations, or when it is in the best interests of the City), with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) calendar days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion. Upon receipt of a termination notice, Contractor shall immediately discontinue the work and placement of orders for materials, facilities and supplies in connection with the performance of this Agreement, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials. Contractor shall not be

entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Agreement.

**7.4 Dispute Resolution Process.**

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than $50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 calendar days of receipt of the City's response or within 15 calendar days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 calendar days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed

portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

**7.5 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor

does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

### 7.6 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.

### 7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

**7.8 Legal Action.** In addition to any other rights or remedies, and as consistent with this Agreement and applicable law, 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.

**7.9 Attorneys' 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 attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND 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 Project Manager. 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.

City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Contractor written notice describing the conflict. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining 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, 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. Contractor shall require the foregoing covenants to be placed in agreements with all subcontractors.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the contract shall forthwith be physically amended to make such insertion or correction.

### 9.2 Notices.

Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not

limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the name and title of the Project Manager, at City of Cypress, 5275 Orange Ave Cypress CA 90630, and in the case of 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.

**9.3 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, headings used, or any other rule of construction which might otherwise apply.

**9.4 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.

**9.5 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. 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 prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing, approved by the Contractor and by the City, and consistent with the Cypress Municipal Code. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**9.6 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.

**9.7 No Undue Influence.**

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive

compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies for default in Section 7.2 and any and all remedies at law or equity.

**9.8 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. § 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 attorneys' fees, incurred by City.

**9.9 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 California municipal corporation

_____
Peter Grant, City Manager

**ATTEST:**

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

**CONSULTANT:**

_____, a _____

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) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 202_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 202_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT A**

**CONTRACTOR'S BID**

***SEE ATTACHED***

## Work Order Signature Document

### EZIQC Contract No.: CA-R8-RW-101723-RWR

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 131436.00 Work Order Date: 08/01/2024

Work Order Title: City Hall and Police Department Roofing Project

| | | | |
|---|---|---|---|
| Owner Name: | City of Cypress | Contractor Name: | Rite-Way Roofing Corporation |
| Contact: | Baruc Bravo | Contact: | Bill LaMontagne |
| Phone: | (714) 229-6747 | Phone: | 909-350-8490 |

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-RW-101723-RWR.

Brief Work Order Description:

**Time of Performance** Estimated Start Date:
Estimated Completion Date:

**Liquidated Damages** Will apply: [ ] Will not apply: [X]

**Work Order Firm Fixed Price: $934,418.98**

Owner Purchase Order Number:

**Approvals**

City of Cypress Date

Contractor Date

## Detailed Scope of Work

**To:** Bill LaMontagne
Rite-Way Roofing Corporation
15426 Arrow Route
Fontana, CA 92335
909-350-8490

**From:** Baruc Bravo
City of Cypress
5275 Orange Avenue Cypress,
CA 90630
(714) 229-6747

**Date Printed:** August 01, 2024

**Work Order Number:** 131436.00

**Work Order Title:** City Hall and Police Department Roofing Project

**Brief Scope:**

| ☐ Preliminary | ☐ Revised | ☒ Final |
|---|---|---|

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

***See attached***

Subject to the terms and conditions of ezIQC Contract **CA-R8-RW-101723-RWR**.

Contractor _____ Date _____

City of Cypress _____ Date _____

7/31/24

**Rite-Way Roof Corporation**
**Commercial Roof Services- CA License # 661941 C-39**
15425 Arrow Rt. Fontana, Ca. 92335 * 909-350-8490 * Fax 909-350-8477

**Scope Of Work For:**
**City of Cypress**
**Police Dept. & City Hall Bldg.**
**Attn.:**
**Property:** 5275 Orange Ave.
Cypress, CA 90630

# PVC Roofing System

Prices based on Prevailing wage rates during normal working hours between 6am and 6pm, no weekend or after hour work has been figured. Based on good access to building over South fire access road for demo, load, and staging next to building in Parking lot.

1.1-Contractor will supply all necessary labor, materials, and equipment to complete the following installation of a new PVC roof at low slope area per manufacturer's specifications as follows:

## 1.1 Scope Includes:

- Set up Pedestrian protection walk way coverings at (3) areas over entry points as discussed on job walk.
- Remove existing (approximately 40,200 sf) one layer of Built-up roofing over wood deck and (approximately 6,200 sf) wall flashing roofing material, approximately 46,400 total sq. ft. including wall flashings, down to deck and haul away all debris. Remove approximately 1720' lf. of existing metal parapet cap flashing metal and haul away as trash. All existing wood nailers to be re-used.
- Remove and replace up to 10% of existing roof sheathing as needed for contingency. Approximately 40,300 sq ft. of ½" CDX exterior grade plywood. Unused decking will be credited back.
- Install new tapered Expanded Polystyrene (EPS) crickets to the roof.
- Install new retrofit drains to all (19) existing drain locations and (6) overflows.
- Mechanically attach (approximately 4800 square feet) one (1) layer of 1/2" Dens Deck Prime cover-board over areas of and tapered insulation per manufactures specifications.
- Mechanically attach (approximately 35,400 square feet) one (1) layer of 1/2" High Density Polyisocyanurate cover-board over areas of wood deck per manufactures specifications.
- Fully adhere (approximately 40,200 square feet) one (1) layer of 60-mil. PVC single-ply roof membrane per manufacturer's specifications to the field of the roof.
- Fully-adhere (approximately 6,200 square feet) one (1) layer of 60-mil PVC single-ply membrane at all vertical walls and curb flashings with low VOC bonding adhesive.
- Flash, exhaust fans, A/C curbs, A/C duct curbs, and pipe penetrations per manufacturer's specifications. Seal and caulk all terminations.
- Approximately 800' lf. of aluminum termination bar installed and sealed per manufacturer's specifications.
- Install approximately 1570'lf of new 12" stretch out and 150' lf. Of 24" stretch out 24 ga. Kynar finished coping metal with 22 gauge cleat at parapet wall per manufacturer's specifications.



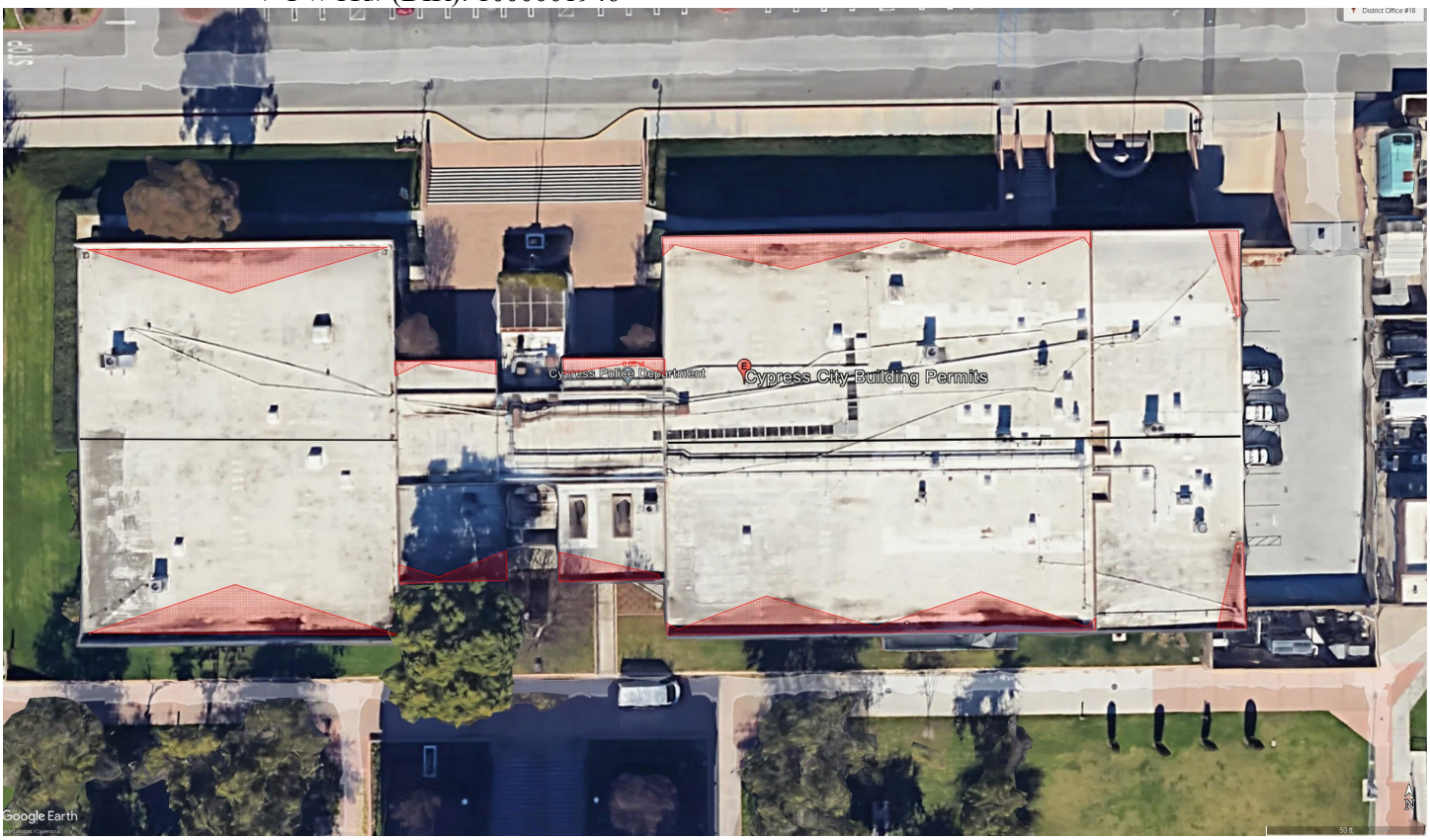
Owners Initials_____

- Install approximately 60’ linear feet of new 8” stretch out - 24 gauge PVC coated clad metal drip edge.
- Install (14) new PVC coated clad metal through wall scupper overflows per manufacturer’s specifications.
- Up to 180’ lineal feet of walk-pads are included in bid to be install at roof access hatch and around serviceable HVAC units and where existing walk pads are located per manufacturer’s specifications.
- Install (140) new Dura-blok pipe supports to roof top pipes as needed. Please note that some existing Durablocks will be re-used. All existing wood blocks and other deteriorated or damaged blocks will be replaced with new.
- Supply a 2-year contractor workmanship warranty.
- Supply a 20-year manufacturer’s NDL warranty.

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**Exclusions:** Abatement and or testing of any kind, Light weight insulating concrete of any kind, Lead sheets or Lead flashings (not needed on single ply roofs), Stainless Steel flashings, Copper Flashings, Gutters, Leader heads, Down spouts, Splash pans or blocks, Solar panel Removal or Reinstallation, Skylights, Deck replacement beyond allowance stated above, Wood Nailers, Wood Blocking, Raising of any equipment curb or platform, Supply or install of Roof hatch, Roof accessories, Vapor barrier, Expansion joints, Waterproofing, Electrical Work of any kind, Deck Wall or Traffic Coatings, Any mechanical work including disconnect and reconnect, Duct repair or sealing, Raising or lowering of any HVAC equipment, Damage to any copper line sets during lifting of any HVAC in order to install roofing Under Equipment, Interior Damages, Interior protection, Temporary Roofing of any kind, Water testing, Scaffolding other than what is mentioned above, Over time Wages , Permit fees, and Shop Drawings other than manufactures standard detail drawings.

- ❖ LIC#: 661941
- ❖ CLASSIFICATIONS: C-39
- ❖ SMALL BUSINESS CERTIFIED CONTRACTOR #38907.
- ❖ PWCR# (DIR): 1000001946




**Roof Diagram**



Owners Initials_____

7/31/24

**Notes:**

1. All Safety Standards per CAL/OSHA will be adhered to. Any additional safety requirements beyond CAL/OSHA standards may result in an additional surcharge.
2. Prices are good for 30 days from the bid date unless otherwise noted.
3. All work to be completed in a workmanlike manner according to standard practices.
4. Overtime requirements due to inclement weather, other trade delays and/or delays not related to Rite-Way Roof are not included in this price.
5. Our price to perform this work includes all applicable insurance, taxes, labor, material and equipment.
6. Due to insurance and safety concerns, no work will be performed during inclement or adverse weather conditions i.e., rain or severe wind.
7. Clean up and haul off all our roofing debris.
8. Owner acknowledges that, while contractor may make observations about the general condition of the roof(s) being serviced, nothing in this agreement creates any obligation on the part of contractor to warn, advise or make recommendations to owner concerning conditions observed other than the immediate area(s) repaired by contractor.
9. Above pricing is based off being able to re-use all existing material that needs to be removed for the new roofing installation, no new metal roofing has been included in the price, if the panels cannot be removed without being damaged, additional costs for new material will need to be approved through a change order, RWR will not be responsible for the additional cost.

Rite-Way Roof Corporation

By: _____

Bill LaMontagne, Vice President

Owner or Representative:

By: _____

Title _____



Owners Initials_____

# Contractor's Price Proposal - Summary

**Date:** August 01, 2024

**Re:**

| | |
|---|---|
| IQC Master Contract #: | CA-R8-RW-101723-RWR |
| Work Order #: | 131436.00 |
| Owner PO #: | |
| Title: | City Hall and Police Department Roofing Project |
| Contractor: | Rite-Way Roofing Corporation |
| Proposal Value: | $934,418.98 |

| | |
|---|---|
| **Section - 01 General Requirements** | **$88,951.27** |
| **Section - 06 Wood, Plastics, and Composites** | **$25,379.36** |
| **Section - 07 Thermal and Moisture Protection** | **$806,618.70** |
| **Section - 23 HVAC** | **$13,469.65** |
| **Proposal Total** | **$934,418.98** |

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal: %**

# Contractor's Price Proposal - Detail

**Date:** August 01, 2024

**Re:**

| | |
|---|---|
| IQC Master Contract #: | CA-R8-RW-101723-RWR |
| Work Order #: | 131436.00 |
| Owner PO #: | |
| Title: | City Hall and Police Department Roofing Project |
| Contractor: | Rite-Way Roofing Corporation |
| Proposal Value: | $934,418.98 |

| | Sect. | Item | Mod. | UOM | Description | Line Total |
|---|---|---|---|---|---|---|
| Labor | Equip. | Material | (Excludes) | | | |
| **Section - 01** | | | | | | |
| *1* | 01 22 16 | 00 0002 | | EA | Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal. | $20,114.70 |
| | | | | Installation | Quantity 18,286.09 x Unit Price 1.00 x Factor 1.1000 = Total 20,114.70 | |
| | | | | | Reimbursable Bonding Fees: $914,304.28 * 2%=$18,286.09 | |
| *2* | 01 22 23 | 00 1076 | | MO | 10,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator | $63,799.11 |
| | | | | Installation | Quantity 2.00 x Unit Price 23,464.18 x Factor 1.3595 = Total 63,799.11 | |
| | | | | | Material handling, operator req'd only 25% of time. Difficult access roof. | |
| *3* | 01 22 23 | 00 1076 | 0035 | MOD | For Equipment Without Operator, Deduct | -$24,187.66 |
| | | | | Installation | Quantity 0.90 x Unit Price -19,768.43 x Factor 1.3595 = Total -24,187.66 | |
| *4* | 01 56 26 | 00 0005 | | LF | Temporary 6' High Chain Link Fence And Posts, Up To 6 Months | $992.44 |
| | | | | Installation | Quantity 100.00 x Unit Price 7.30 x Factor 1.3595 = Total 992.44 | |
| | | | | | Temporary fencing at staging area for equipment. | |
| *5* | 01 56 26 | 00 0005 | 0072 | MOD | For Each LF Shade Cloth, Add | $346.67 |
| | | | | Installation | Quantity 100.00 x Unit Price 2.55 x Factor 1.3595 = Total 346.67 | |
| *6* | 01 56 29 | 00 0003 | | LF | Installation of Heavy Duty Steel Post And Beam Sidewalk Bridge AssemblyIncludes spanning openings, planking and parapet, lighting, up to 8' wide, up to 8' high, 2 post system. | $9,728.88 |
| | | | | Installation | Quantity 46.00 x Unit Price 155.57 x Factor 1.3595 = Total 9,728.88 | |
| | | | | | Set up of pedestrian protection scaffold at 3 entry and exit locations for duration of project. | |
| *7* | 01 56 29 | 00 0012 | | LF | Monthly Rental Of Over 12' Wide And 8' High, 2 Post System, Heavy Duty Steel Post And Beam Sidewalk Bridge AssemblyIncludes spanning openings, planking and parapet, lighting and maintenance. | $1,381.44 |
| | | | | Installation | Quantity 46.00 x Unit Price 22.09 x Factor 1.3595 = Total 1,381.44 | |
| | | | | | Rental of pedestrian protection scaffold at 3 entry and exit locations for duration of project. | |
| *8* | 01 56 29 | 00 0017 | | LF | Removal Of Heavy Duty Steel Post And Beam Sidewalk Bridge AssemblyIncludes spanning openings, planking and parapet, lighting, up to 8' wide, up to 8' high, 2 post system. | $2,024.95 |
| | | | | Installation | Quantity 46.00 x Unit Price 32.38 x Factor 1.3595 = Total 2,024.95 | |
| | | | | | Removal of pedestrian protection scaffold at 3 entry and exit locations for duration of project. | |

**Work Order Number:** 131436.00
**Work Order Title:** City Hall and Police Department Roofing Project

## Section - 01

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *9* | 01 | 71 | 13 | 00 0004 | | EA | First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. | | | | | | $2,026.17 |
| | | | | | | | Installation | Quantity 1.00 | x | Unit Price 1,490.38 | x | Factor 1.3595 | = Total 2,026.17 |
| | | | | | | | Delivery of fork lift. | | | | | | |
| *10* | 01 | 74 | 19 | 00 0016 | | EA | 40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. | | | | | | $12,724.57 |
| | | | | | | | Installation | Quantity 13.00 | x | Unit Price 719.98 | x | Factor 1.3595 | = Total 12,724.57 |
| | | | | | | | Disposal of demolished roof material + general construction debris | | | | | | |

**Subtotal for Section - 01** **$88,951.27**

## Section - 06

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *11* | 06 | 16 | 33 | 00 0004 | | SF | 1/2" Thick CDX Plywood Roof DeckingApplied to wood rafters. | | | | | | $14,471.17 |
| | | | | | | | Installation | Quantity 4,032.00 | x | Unit Price 2.03 | x | Factor 1.3595 | = Total 11,127.45 |
| | | | | | | | Demolition | 4,032.00 | x | 0.61 | x | 1.3595 | = 3,343.72 |
| | | | | | | | 10% plywood contingency for damaged or dry rotted decking discovered during roof removal. | | | | | | |
| *12* | 06 | 16 | 33 | 00 0004 | 0006 | MOD | For Exterior CC Grade Plywood, Add | | | | | | $602.97 |
| | | | | | | | Installation | Quantity 4,032.00 | x | Unit Price 0.11 | x | Factor 1.3595 | = Total 602.97 |
| *13* | 06 | 16 | 33 | 00 0004 | 0011 | MOD | For Selective Replacement <400 (Includes Removal Of Damaged Plywood And Fitting New Plywood To Size), Add | | | | | | $10,688.93 |
| | | | | | | | Installation | Quantity 4,032.00 | x | Unit Price 1.95 | x | Factor 1.3595 | = Total 10,688.93 |
| *14* | 06 | 16 | 33 | 00 0004 | 0028 | MOD | For >3,200 To 6,400, Deduct | | | | | | -$383.71 |
| | | | | | | | Installation | Quantity 4,032.00 | x | Unit Price -0.07 | x | Factor 1.3595 | = Total -383.71 |

**Subtotal for Section - 06** **$25,379.36**

## Section - 07

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *15* | 07 | 22 | 16 | 00 0196 | | SF | 1/2" Thick, R2.5, High-Density Polyisocyanurate Cover Board And Roofing Insulation, Mechanically Fastened | | | | | | $137,641.22 |
| | | | | | | | Installation | Quantity 35,400.00 | x | Unit Price 2.86 | x | Factor 1.3595 | = Total 137,641.22 |
| | | | | | | | High Density 1/2" Polyisocyanurate coverboard used in all field locations directly over wood deck. | | | | | | |
| *16* | 07 | 22 | 16 | 00 0268 | | SF | 3.5" Average Thickness (15.75 Average R-Value), 1/2" Slope, Tapered Expanded Polystyrene Board (EPS), Cold Adhesive Applied | | | | | | $42,233.22 |
| | | | | | | | Installation | Quantity 4,714.00 | x | Unit Price 6.59 | x | Factor 1.3595 | = Total 42,233.22 |
| | | | | | | | Tapered insulation at cricket areas and behind equipment curbs . Note that there are areas on roof where equipment and piping interferes with cricket height. These areas will be adjusted to work with the equipment that is unable to be moved. | | | | | | |

**Work Order Number:** 131436.00
**Work Order Title:** City Hall and Police Department Roofing Project

**Section - 07**

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *17* | 07 51 13 00 0069 | | SQ | Demolish Cap Sheet Surfaced, Built Up Roofing SystemIncludes protective surfacing. | | | | | | | | | $167,239.82 |
| | | | | Installation | Quantity 464.00 | x | Unit Price 265.12 | x | Factor 1.3595 | = | Total 167,239.82 | | |
| | | | | Demolition of existing one layer of built up cap sheet roofing including cap sheet on parapet walls. | | | | | | | | | |
| *18* | 07 54 19 00 0007 | | SQ | 60 Mil, Single Ply Reinforced Polyvinyl Chloride (RPVC) Roofing Membrane, Fully AdheredIncludes adhesive. | | | | | | | | | $225,400.83 |
| | | | | Installation | Quantity 402.00 | x | Unit Price 412.43 | x | Factor 1.3595 | = | Total 225,400.83 | | |
| | | | | Remove and replace Single Ply Roof field membrane | | | | | | | | | |
| *19* | 07 54 19 00 0007 | 0136 | MOD | For >200, Deduct | | | | | | | | | -$32,397.65 |
| | | | | Installation | Quantity 402.00 | x | Unit Price -59.28 | x | Factor 1.3595 | = | Total -32,397.65 | | |
| *20* | 07 54 19 00 0007 | 0138 | MOD | For 20 Year Warranty, Add | | | | | | | | | $2,398.16 |
| | | | | Installation | Quantity 252.00 | x | Unit Price 7.00 | x | Factor 1.3595 | = | Total 2,398.16 | | |
| *21* | 07 54 19 00 0015 | | SQ | Acrylic, Polyvinyl Chloride (PVC) Roofing Cleaner/Primer, Price Per Coat | | | | | | | | | $923.64 |
| | | | | Installation | Quantity 10.00 | x | Unit Price 67.94 | x | Factor 1.3595 | = | Total 923.64 | | |
| | | | | PVC Cleaner for cleaning seams on PVC. | | | | | | | | | |
| *22* | 07 54 19 00 0015 | 0131 | MOD | For Up To 10, Add | | | | | | | | | $238.18 |
| | | | | Installation | Quantity 10.00 | x | Unit Price 17.52 | x | Factor 1.3595 | = | Total 238.18 | | |
| *23* | 07 54 19 00 0017 | | EA | Up To 3" Pipe Diameter, Prefabricated Polyvinyl Chloride (PVC) Pipe Cone/BootIncludes attaching the boot to the membrane, caulking around the pipe and installing a draw band. | | | | | | | | | $7,761.11 |
| | | | | Installation | Quantity 80.00 | x | Unit Price 71.36 | x | Factor 1.3595 | = | Total 7,761.11 | | |
| | | | | Pipe Boot Flashings installed at all pipes and vents. | | | | | | | | | |
| *24* | 07 54 19 00 0021 | | LF | 36" Wide, Polyvinyl Chloride (PVC) Walkway Protection Pad | | | | | | | | | $6,891.03 |
| | | | | Installation | Quantity 180.00 | x | Unit Price 28.16 | x | Factor 1.3595 | = | Total 6,891.03 | | |
| | | | | Walk way Pad installed per existing walk pad layout. | | | | | | | | | |
| *25* | 07 54 19 00 0022 | | SF | Polyvinyl Chloride (PVC) Membrane Base Flashing | | | | | | | | | $62,711.02 |
| | | | | Installation | Quantity 6,200.00 | x | Unit Price 7.44 | x | Factor 1.3595 | = | Total 62,711.02 | | |
| | | | | Remove and replace Base flashings at wall flashing. | | | | | | | | | |
| *26* | 07 54 19 00 0023 | | SF | Polyvinyl Chloride (PVC) Membrane Curb Flashing | | | | | | | | | $10,901.83 |
| | | | | Installation | Quantity 900.00 | x | Unit Price 8.91 | x | Factor 1.3595 | = | Total 10,901.83 | | |
| | | | | Remove and replace Base Flashings at curbs. | | | | | | | | | |
| *27* | 07 54 19 00 0024 | | SF | Polyvinyl Chloride (PVC) Clad Edge Metal Or Base Flashing20 Mil polyvinyl chloride (PVC) membrane laminated to 24 gauge galvanized steel. | | | | | | | | | $2,765.22 |
| | | | | Installation | Quantity 200.00 | x | Unit Price 10.17 | x | Factor 1.3595 | = | Total 2,765.22 | | |
| | | | | Clad Metal drip edge metal at edge detail as needed, and through wall scuppers. | | | | | | | | | |
| *28* | 07 54 19 00 0039 | | LF | 8" Polyvinyl Chloride (PVC) Membrane Cover Strip (Sika Sarnafil® Coverstrip)Includes aluminum tape. | | | | | | | | | $672.95 |
| | | | | Installation | Quantity 100.00 | x | Unit Price 4.95 | x | Factor 1.3595 | = | Total 672.95 | | |
| | | | | Cover strip used to strip in clad metal edge. | | | | | | | | | |

**Work Order Number:** 131436.00
**Work Order Title:** City Hall and Police Department Roofing Project

## Section - 07

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *29* | 07 | 54 | 19 | 00 0049 | | EA | 6" Diameter, Seamless Heavy-Duty Aluminum Roof Drain (Sika Sarnafil® Sarnadrain With U-Flow®) | | | | | $36,223.20 |
| | | | | | | Installation | Quantity 25.00 | x | Unit Price 1,065.78 | x | Factor 1.3595 = Total 36,223.20 | |
| | | | | | | Closest Line item to New Retrofit drains installed at all drain locations. Includes 19 drains and 6 overflows. | | | | | | |
| *30* | 07 | 54 | 19 | 00 0050 | | EA | Inside Corner, Prefabricated Polyvinyl Chloride (PVC) Membrane Flashing (Sika Sarnafil® Sarnacorners - Inside) | | | | | $1,469.02 |
| | | | | | | Installation | Quantity 52.00 | x | Unit Price 20.78 | x | Factor 1.3595 = Total 1,469.02 | |
| | | | | | | Pre-molded inside PVC corners installed @ inside corners and sump drain areas on roof. | | | | | | |
| *31* | 07 | 54 | 19 | 00 0051 | | EA | Outside Corner, Prefabricated Polyvinyl Chloride (PVC) Membrane Flashing (Sika Sarnafil® Sarnacorners - Outside) | | | | | $5,424.08 |
| | | | | | | Installation | Quantity 192.00 | x | Unit Price 20.78 | x | Factor 1.3595 = Total 5,424.08 | |
| | | | | | | Pre-molded outside PVC corners installed @ equipment curbs on roof. | | | | | | |
| *32* | 07 | 59 | 00 | 00 0002 | | LF | Membrane Roofing Termination BarIncludes fasteners and caulking. | | | | | $5,046.46 |
| | | | | | | Installation | Quantity 800.00 | x | Unit Price 4.64 | x | Factor 1.3595 = Total 5,046.46 | |
| | | | | | | Aluminum Termination bar at all counter flashed and vertical terminations. | | | | | | |
| *33* | 07 | 62 | 13 | 00 0032 | | SF | 24 Gauge, 0.028" Thick, Galvanized Steel Flashing | | | | | $9,635.18 |
| | | | | | | Installation | Quantity 0.00 | x | Unit Price 12.72 | x | Factor 1.3595 = Total 0.00 | |
| | | | | | | Demolition | 1,870.00 | x | 3.79 | x | 1.3595 = 9,635.18 | |
| | | | | | | Demo of existing parapet wall flashing metal. | | | | | | |
| *34* | 07 | 71 | 13 | 00 0004 | | LF | >14" To 16" Wide (Stretch-out), 24 Gauge, KYNAR 500® Finish, Galvanized Steel Coping System With Galvanized Steel Cleats | | | | | $74,725.87 |
| | | | | | | Installation | Quantity 1,570.00 | x | Unit Price 35.01 | x | Factor 1.3595 = Total 74,725.87 | |
| | | | | | | New Kynar finished Coping cap on top of Parapet walls. Standard colors only. | | | | | | |
| *35* | 07 | 71 | 13 | 00 0004 | 0556 | MOD | For >1,000 LF, Deduct | | | | | -$853.77 |
| | | | | | | Installation | Quantity 1,570.00 | x | Unit Price -0.40 | x | Factor 1.3595 = Total -853.77 | |
| *36* | 07 | 71 | 13 | 00 0006 | | LF | >22" To 30" Wide (Stretch-out), 24 Gauge, KYNAR 500® Finish, Galvanized Steel Coping System With Galvanized Steel Cleats | | | | | $9,462.12 |
| | | | | | | Installation | Quantity 150.00 | x | Unit Price 46.40 | x | Factor 1.3595 = Total 9,462.12 | |
| | | | | | | New Kynar finished Larger Coping cap on top of Parapet walls. Standard colors only. | | | | | | |
| *37* | 07 | 73 | 00 | 00 0021 | | SF | 1/2" Thick, Surface Primed, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board, Mechanically Fastened (Georgia-Pacific DensDeck® Prime) | | | | | $26,689.70 |
| | | | | | | Installation | Quantity 4,800.00 | x | Unit Price 4.09 | x | Factor 1.3595 = Total 26,689.70 | |
| | | | | | | Coverboard installed over areas of tapered insulation only per specifications. | | | | | | |
| *38* | 07 | 92 | 13 | 00 0034 | | CLF | 1/4" x 1/4" Joint, Polyurethane Sealant And Caulking | | | | | $3,416.26 |
| | | | | | | Installation | Quantity 8.00 | x | Unit Price 314.11 | x | Factor 1.3595 = Total 3,416.26 | |
| | | | | | | Sealant at counter flashing, term bar, and Coping Metal Joints. | | | | | | |

**Subtotal for Section - 07** **$806,618.70**

## Section - 23

## Contractor's Price Proposal - Detail Continues..

**Work Order Number:** 131436.00
**Work Order Title:** City Hall and Police Department Roofing Project

**Section - 23**

| | | | | | | |
|---|---|---|---|---|---|---|
| *39* | 23 05 29 00 0629 | EA | 5" x 6" x 9.6" Rooftop Support Base With 14 Gauge Galvanized Channel (Cooper B-Line Dura-Blok DB10) | | | $13,469.65 |

| | Quantity | | Unit Price | | Factor | = | Total |
|---|---|---|---|---|---|---|---|
| Installation | 140.00 | x | 70.77 | x | 1.3595 | = | 13,469.65 |

Pipe Supports for roof mounted piping. Note that not all existing pipe supports will be new. Some existing supports in good condition will be re-used. Only 140 supports figured to replace wood blocks and damged or deteriorated

**Subtotal for Section - 23** **$13,469.65**

**Proposal Total** **$934,418.98**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** **%**

# EXHIBIT B

## SPECIAL REQUIREMENTS
## (Superseding Agreement Template)

Bond No. _____

**EXHIBIT C**

**FAITHFUL PERFORMANCE BOND**

***SEE ATTACHED***

Bond No. _____

**EXHIBIT D**

**LABOR AND MATERIALS PAYMENT BOND**

***SEE ATTACHED***

**EXHIBIT E**

**INVOICE FORM**

***SEE ATTACHED***

September 17, 2024

Daniel Co
Assistant City Engineer
City of Cypress
Public Works Engineering

**SUBJECT: PROPOSAL TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE CITY HALL AND POLICE DEPARTMENT ROOF RECOATING, PROJECT 393**

Dear Mr. Co,

FCG Consultants, Inc. is pleased to present our proposal to the City of Cypress to provide professional part-time construction inspection services for the City Hall and Police Department Roof Recoating, Project 393 in accordance with Attachment "A" – Scope of Services and Attachment "B" – Schedule of Compensation. All work will be completed pursuant to the City of Cypress On-Call Construction Management and Inspection Services Contract dated July 1, 2024.

We look forward to partnering with the City on this project. If there are any questions regarding this proposal, please contact me at (714) 312-0317 or maha.fakhouri@fcgconsultants.com with any questions you may have.

Sincerely,

Maha Fakhouri
President / CEO

## ATTACHMENT "A"
## SCOPE OF SERVICES

The scope of services includes part-time inspection services and project controls to assist our inspector in the field.

Below is a list of services included in this proposal:

**Construction Management (Optional):**

- Preconstruction services including pre-job meeting, coordination, and establishing construction processes (RFI, Change Order, Work Schedule, progress pay, maintaining as-builts, etc.)
- Construction progress/coordination including weekly meetings, monitoring schedule, project budget, project RFIs, change orders, progress payments, monitor stormwater BMPs, and special meetings as required.
- Utility coordination, monitoring of construction schedules, shop drawing review, submittal review, public notification, public complaint resolution, traffic coordination, coordination with other City departments, interpretation of PSE, analysis of changed conditions, development of corrective actions, negotiation of change orders, and other related services.
- Provide project inspection, field visits, pre-construction job walks, emergency and night inspections, coordinate testing, and conduct observation to ensure adherence to project plans and specifications and provide QA/QC.
- Document tracking and control including RFIs, submittals, change orders, correspondence, field orders, project schedules, weekly statement of working days, progress payments, meeting agendas & minutes, progress reports, test results, claims, inspection daily logs, time & material reporting, photo records, and project closeout.

**Construction Inspection:**

- Represent the City's interests with the overall construction inspection of this project.
- Monitor the contractor's compliance with the project contract, specifications, and National Pollutant Discharge Elimination System (NPDES).
- Assist City staff with public relations, including distributing construction notices and responding to inquiries of residents and the general public.
- Attend the preconstruction meeting and subsequent weekly field meetings, as needed.
- Assist the City's construction manager in monitoring and documenting the contractor's adherence to the approved construction schedule.
- Be present on the job site when construction is in progress and when inspection is required. Full-time inspection work is proposed as requested by the City. will not be responsible for observing construction activities that are implemented when its inspector is not scheduled/present on site.
- Provide assistance and direction to technicians performing material tests, as needed.
- Measure and verify the project pay item quantities in place. All pay item quantities must be confirmed with the contractor prior to submission of the invoice for payment.

- Review the contractor's invoices.
- Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.) as required for this project.
- Review traffic control and coordinate adjustments as needed.
- Identify items requiring corrective action by either the contractor or the City. Monitor and document timely corrective actions implemented by the contractor.
- Develop punch list items and monitor corrections made.

## ATTACHMENT "B"
## SCHEDULE OF COMPENSATION

City of Cypress
Inspection for
City Hall and Police Department Roof Recoating, Project 393
60 Working-Days Construction Duration

| Role / Name | Total Hours | Hourly Rate | Extended Fee |
|---|---|---|---|
| Construction Manager (Optional) | 40 | $229.68 | $9,187.20 |
| Facilities Inspector – Precon to Closeout | 272 | $149.29 | $40,606.88 |
| **Total Estimated Fee** | | | **$49,794.08** |

Exclusions to Scope and Fee: The following items are specifically excluded:

1. Night-time/weekend inspection and weekday hours in excess of a regular 8-hour shift that would be subject to overtime pay, unless so authorized in writing by the City
2. Submittal and RFI reviews
3. Special inspections

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# Indefinite Delivery-Indefinite Quantity Construction Contract

**Contract Number: CA-R8-RW-101723-RWR**

**Service Type: Roofing/Waterproofing**

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Rite-Way Roof Corporation, 15425 Arrow Route, Fontana, CA 30211** (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

## I. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 6, 2023 or the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **December 5, 2024**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract allows up to five additional one-year extensions upon the request of Sourcewell and written agreement with Contractor. Sourcewell retains the right to consider additional extensions beyond six years as required under exceptional circumstances.

## II. REGION AND SERVICES

The Contractor's Region is: Region 8. The Contractor's IDIQ construction service type is: Roofing/Waterproofing. The Contractor **has** agreed to perform work outside the Region.

## III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.3595.

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B. **Other Than Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.6314.

C. **Secured Facilities/OSHPD Prevailing - Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 2.2513.

D. **All Union Wage Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.3595.

E. **Non pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2973.

## VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Jeff Hughes. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

| Sourcewell | Rite-Way Roof Corporation |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Jeff Hughes E98F8B488F144B9... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Jeff Hughes |
| Title: Chief Procurement Officer | Title: President |
| Date: 12/11/2023 \| 10:03 AM CST | Date: 12/11/2023 \| 7:39 AM PST |

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **9.**

**FROM:** Nick Mangkalakiri, Acting Director of Public Works

**DATE:** 10/14/2024

**SUBJECT:** **Award Contract for the Street Sweeper Repairs**

## RECOMMENDATION

1. Authorize informal bidding for street sweeper repairs as permitted under Municipal Code Section 21A-10(f);

2. Award a contract to Los Angeles Truck Centers, LLC - LA Freightliner for $29,449.01 for street sweeper repairs; and

3. Approve an appropriation increase of $29,450 in the Central Services Fund.

## DISCUSSION

One of the City's two street sweepers recently failed and requires major repairs to its cooling system. To ensure the street sweeping program can continue uninterrupted, an informal bidding process for the repairs is recommended under Municipal Code Section 21A-10(f). A formal bidding process would delay the repairs by several weeks. Public Works requested quotes from four qualified vendors, received three bids, and identified Los Angeles Truck Centers, LLC as the lowest responsible bidder per the attached. Los Angeles Truck Centers has already completed minor external repairs, diagnosed the cooling system failure, and expects to complete the repairs in 15 days.

## BUDGET IMPACT

The Budget includes funding for routine and recurring street sweeper maintenance. Because the need for major repairs is unpredictable, they are not included in the Budget, but sufficient funding for repairs has been accumulated in the Central Services Fund.

## LEGAL REVIEW

The City Attorney has approved the agreements as to form.

**APPROVED BY:** Peter Grant, City Manager

## Attachments

Award Information
Contract Agreement

# Project Award Information Checklist

**Description of Project:**
The project is for the repairs of the 2017 Freightline M2 Sweeper.

| | |
|---|---|
| **Project Location:** | Los Angeles Truck Center; 13800 Valley Blvd, Fontana, CA 92335 |
| **Contract Working Days:** | 15 days; Once all parts are made available. |
| **Notice Inviting Bids Sent to:** | Westrux International Truck Centers, Los Angeles Truck Center, BP Ford of Long Beach, and Caruso Ford. |
| **Bid Opening Date:** | October 16, 2024 |
| **No. of Bid Packets Requested:** | 1 |

| | **Bidders** | **Amount** |
|---|---|---|
| 1. | Los Angeles Truck Centers, LLC; Pasadena, CA | $29,449.01 |
| 2. | BP Ford of Long Beach; Long Beach, CA | $32,500.00 |
| 3. | Caruso Ford; Long Beach, CA | $33,800.00 |

**Apparent Low Bidder:** Los Angeles Truck Centers, LLC; Pasadena, CA

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

**Experience:**
The apparent low bidder is experienced with this type of work and has provided service to the City since 2020.

# CITY OF CYPRESS
# AGREEMENT FOR CONTRACT SERVICES FOR
# STREET SWEEPER MAIN ENGINE REPAIR – UNIT 138

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 Los Angeles Truck Centers, LLC – LA Freightliner (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 Twenty Nine Thousand Four Hundred Forty-Nine Dollars and One Cent ($29,449.01) ("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. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Director of Public Works [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

_____
Scott Minikus, Mayor

**ATTEST**:

_____
Alisha Farnell, City Clerk

**APPROVED AS TO FORM**:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

**CONTRACTOR**:
Los Angeles Truck Centers, LLC – LA Freightliner

_____

_____

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____
_____
_____

**EXHIBIT "A"**

**SCOPE OF SERVICES**

All work shall include tools, labor, materials, and equipment to complete the following repairs:

- Replace cab control modules;
- Replace required wiring;
- Replace connectors;
- Replace exhaust coolers;
- Replace cylinder head;
- Replace ERG valve;
- Replace thermostat;
- Rebuild overhaul kit;
- Replace seals;
- All necessary diagnostics to confirm operation status of the unit

# EXHIBIT "B"

## SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

For any work not listed on Exhibit A – Scope of Services or Exhibit C – Schedule of Compensation, the Contractor shall obtain written approval from the Contract Officer prior to proceeding.

# EXHIBIT "C"

## SCHEDULE OF COMPENSATION

| No. | Qty | Items of Work<br>(Please Print Unit Prices Written in Words) | Total |
|---|---|---|---|
| 1. | 1 | (1) Replace Cab Control Modules, Wiring, Connectors<br>(2) Replace Exhaust Coolers, Cylinder Head, ERG Valve, Thermostat, Rebuild Overhaul Kit, Seals<br>(3) All Necessary Diagnostics, Parts, Labor, and Taxes | LS $ 29,449.01 |

**ITEMS 1 TOTAL ANNUAL AMOUNT OF BID: $** 29,449.01

## EXHIBIT "D"

## SCHEDULE OF PERFORMANCE

All work shall be completed within fifteen (15) working days upon issuance of the Notice to Proceed from the Contract Officer.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **10.**

**FROM:** Nick Mangkalakiri, Acting Director of Public Works

**DATE:** 10/14/2024

**SUBJECT:** **Approve an Appropriation Increase for Custodial Services**

## RECOMMENDATION

1. Increase appropriations in the General Fund by $32,622 for custodial contract services; and

2. Increase appropriations in the Central Services Fund by $7,800 for custodial contract services.

## DISCUSSION

On June 26, 2024, the City Council approved three two-year contracts for custodial services at City Facilities, Recreation and Park Facilities, and Park Restrooms totaling $296,220 annually. The FY 2024-25 Budget was prepared prior to the award of the contract and included appropriations for custodial services based on the best available estimates and previous contract amounts. However, while the amounts included in the budget by Public Works accounted for increased costs, the budget for custodial services was not sufficient to cover the costs associated with the new contracts.

As a result, the June agenda report for the custodial contract awards incorrectly stated that sufficient funds were budgeted in FY 2024-25, but there was actually a shortfall. The adopted budget for custodial services was $250,128, while the lowest responsible bid received was $296,220, creating a $40,422 shortfall.

| Fund | Budget | Awarded Contract | Budget Shortfall |
|---|---|---|---|
| **General** | $185,028 | $223,320 | $38,292* |
| **Central Services** | $65,100 | $72,900 | $7,800 |
| **Total** | **$250,128** | **$296,220** | **$46,092** |

*Due to the new Orange County Library lease agreement, the $5,670 shortfall for library custodial services will not be necessary. As a result, only $32,622 of the budget shortfall is necessary for appropriation.

**BUDGET IMPACT**

Sufficient amounts are available in the General Fund and the Central Services Fund to pay the $40,422 budget shortfall for FY 2024-25 custodial services. Future budgets will incorporate updated amounts consistent with the contracts awarded in June 2024.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Peter Grant, City Manager

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **11.**

**FROM:** Alicia Velasco, Planning Director

**DATE:** 10/14/2024

**SUBJECT:** **Approve a Contract Amendment and Task Order for the Business Parks Modernization and Integration Project**

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## RECOMMENDATION

1. Approve a $22,187 contract amendment with CASC Engineering and Consulting for additional services to modernize and integrate the Business Park Specific Plans; and

2. Approve a $15,300 task order with LSA Associates for additional services needed to prepare the Initial Study and Negative Declaration for the Business Parks Modernization and Integration Project; and

3. Appropriate $37,487 of Pandemic Recovery Plan set-asides in the General Fund.

## DISCUSSION

In June 2022, the City Council approved a $199,916 agreement with CASC Engineering and Consulting to modernize and integrate the Business Park Specific Plans, and a $60,300 task order with LSA Associates for environmental review. The project was funded using Pandemic Recovery Plan set-asides for business recovery and support, and consolidates five Business Park Specific Plans into one document with uniform development standards.

The project has experienced two changes to its scope - both outside the city's control. First, a Business Park landowner (Warland Investments Company), requested the specific plans that apply to its proprieties be set aside from the modernization. Accommodating Warland's request requires revising the project scope and analysis. Second, as part of the State-mandated Housing Element update, residential uses were added to certain Business Park properties (north side of Katella Avenue and Siboney Street). This addition requires updating the project's environmental analysis and land use section. To keep the project on track, two amendments and a $37,487 appropriation are recommended.

## BUDGET IMPACT

$1 million was set-aside in the Pandemic Recovery Plan for Business Recovery and Support Programs. Approximately $113,000 of the set-aside remains available to complete the project.

**LEGAL REVIEW**

The City Attorney approved the first amendment to the agreement as to form.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

First Amendment to Agreement for Contract Services

Task Order Amendment

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**FIRST AMENDMENT TO AN AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND CASC ENGINEERING AND CONSULTING**

This FIRST AMENDMENT to the Agreement for Contract Services By and Between the City of Cypress and CASC Engineering and Consulting is entered into effective the __ day of _____, 2024, ("First Amendment") by and between the City of Cypress, a charter city and California municipal corporation ("City") and CASC Engineering and Consulting ("Contractor")(collectively, the "Parties).

## RECITALS

A. WHEREAS, on the 13th day of June, 2022, City and Contractor entered into that certain "Agreement for Contract Services By and Between the City of Cypress and CASC Engineering and Consulting" ("Agreement") in which Contractor agreed to modernize and integrate the City's Business Park Specific Plans; and

B. WHEREAS, the parties desire to increase the Contract Sum by this First Amendment to cover unforeseen challenges.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follow:

## AGREEMENT

1. Section 2.1. Contract Sum of the Agreement is hereby amended, increasing the Contract Sum by $22,187, to read, in its entirety, as follows:

> "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 $222,103.00 (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

2. Exhibit C. Exhibit C of the Agreement is hereby replaced in its entirety with the attached, revised Exhibit C.

3. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. Except as otherwise modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment and agree to be bound by the terms and conditions of the same.

**CITY:**
City of Cypress, a municipal corporation

Scott Minikus, Mayor

**ATTEST:**

Alisha Farnell, City Clerk

**APPROVED AS TO FORM:**
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

**CONSULTANT:**
CASC Engineering and Consulting, Inc.

By: _____
Name: Richard J. Sidor
Title: President

By: _____
Name: Michelle E. Furlong
Title: Secretary/Treasurer

Address: 1470 E. Cooley Drive
Colton, CA 92324

**Compensation [REVISED 09/19/2024]**

| Task # | Task | CASC ENGINEERING | | | | | | | | | | | | | | NUVIS | | | | NATELSON DALE | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Director | | Senior PM | | Senior Planner | | Associate Planner | | Marketing Specialist | | GIS Specialist | | UAS Pilot | | Principal | | Senior Associate | | Principal | | Senior Associate | | |
| | | Hour | $ 210.00 | Hour | $ 182.00 | Hour | $ 140.00 | Hour | $ 116.00 | Hour | $ 106.00 | Hour | $ 116.00 | Hour | $ 195.00 | Hour | $ 170.00 | Hour | $ 160.00 | Hour | $ 265.00 | Hour | $ 210.00 | |
| **Task 1 - Project Management** | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | Project Kick-Off Meeting | 2 | $ 420.00 | 0 | $ - | 0 | $ - | 2 | $ 232.00 | 2 | $ 212.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 864.00 |
| 1.2 | Site Visit | 1 | $ 210.00 | 0 | $ - | 0 | $ - | 4 | $ 464.00 | 4 | $ 424.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 1,098.00 |
| 1.3 | UAS Aerial Observations - Optional* | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 9 | $ 954.00 | 8 | $ 928.00 | 30 | $ 5,850.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 7,732.00 |
| 1.4 | Project Management and Coordination (65) | 50 | $ 10,500.00 | 0 | $ - | 5 | $ 700.00 | 5 | $ 580.00 | 5 | $ 530.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 12,310.00 |
| Add #1 | Additional Meetings/Coordination (Sept-Dec 2024) | 10 | $ 2,100.00 | 0 | $ - | 14 | $ 1,960.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 4,825.00 |
| Add #1 | In-Person Working Session | 4 | $ 840.00 | 0 | $ - | 5.5 | $ 770.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 1,985.00 |
| | **Original Task 1 Subtotal:** | **53** | **$ 11,130.00** | **0** | **$ -** | **5** | **$ 700.00** | **11** | **$ 1,276.00** | **20** | **$ 2,120.00** | **8** | **$ 928.00** | **30** | **$ 5,850.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **$ 22,004.00** |
| | **REVISED Task 1 Subtotal:** | **67** | **$ 14,070.00** | **0** | **$ -** | **24.5** | **$ 3,430.00** | **11** | **$ 1,276.00** | **20** | **$ 2,120.00** | **8** | **$ 928.00** | **30** | **$ 5,850.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **$ 28,814.00** |
| **Task 2 - Research and Data Gathering** | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Review Business Park Specific Plans and Related Documents | 2 | $ 420.00 | 0 | $ - | 0 | $ - | 8 | $ 928.00 | 6 | $ 636.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 1,984.00 |
| 2.2 | Due Diligence Memorandum | 4 | $ 840.00 | 0 | $ - | 0 | $ - | 45 | $ 5,220.00 | 12 | $ 1,272.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 7,332.00 |
| 2.3 | Economic Analysis (TNDG) | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.3.1 Business Sector Analysis | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 20 | $ 5,300.00 | 43 | $ 9,030.00 | $ 14,330.00 |
| | 2.3.2 Real Estate Market Analysis | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 18 | $ 4,770.00 | 45 | $ 9,450.00 | $ 14,220.00 |
| | **Subtotal:** | **6** | **$ 1,260.00** | **0** | **$ -** | **0** | **$ -** | **53** | **$ 6,148.00** | **18** | **$ 1,908.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **38** | **$ 10,070.00** | **88** | **$ 18,480.00** | **$ 37,866.00** |
| **Task 3 - Community Outreach (Virtual)** | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | Business Park Advisory Committee (6) | 12 | $ 2,520.00 | 0 | $ - | 0 | $ - | 12 | $ 1,392.00 | 14 | $ 1,484.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 5,396.00 |
| 3.2 | Public Engagement Workshops (1) - Optional* | 4 | $ 840.00 | 0 | $ - | 4 | $ 560.00 | 4 | $ 464.00 | 8 | $ 848.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 2,712.00 * |
| | **Subtotal:** | **16** | **$ 3,360.00** | **0** | **$ -** | **4** | **$ 560.00** | **16** | **$ 1,856.00** | **22** | **$ 2,332.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **$ 8,108.00** |
| **Task 4 - Graphic Design Identity and Document Layout** | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | Project Identity and Templates - Optional* | 2 | $ 420.00 | 0 | $ - | 0 | $ - | 0 | $ - | 45 | $ 4,770.00 | 4 | $ 464.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 5,654.00 * |
| 4.2 | Conceptual Plans, Diagrams, and Illustrations | 2 | $ 420.00 | 0 | $ - | 0 | $ - | 0 | $ - | 65 | $ 6,890.00 | 20 | $ 2,320.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 9,630.00 |
| | 4.2.1 Landscape Graphic Exhibits (NUVIS) | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 25 | $ 4,250.00 | 82 | $ 13,120.00 | 0 | $ - | 0 | $ - | $ 17,370.00 |
| Add #1 | Additional Budget for Project Description and Exhibits | 6 | $ 1,260.00 | 0 | $ - | 23.5 | $ 3,290.00 | 0 | $ - | 0 | $ - | 23.25 | $ 2,697.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 7,235.00 |
| | **Original Task 4 Subtotal:** | **4** | **$ 840.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **110** | **$ 11,660.00** | **24** | **$ 2,784.00** | **0** | **$ -** | **25** | **$ 4,250.00** | **82** | **$ 13,120.00** | **0** | **$ -** | **0** | **$ -** | **$ 32,654.00** |
| | **REVISED Task 4 Subtotal:** | **10** | **$ 2,100.00** | **0** | **$ -** | **23.5** | **$ 3,290.00** | **0** | **$ -** | **110** | **$ 11,660.00** | **47.25** | **$ 5,481.00** | **0** | **$ -** | **25** | **$ 4,250.00** | **82** | **$ 13,120.00** | **0** | **$ -** | **0** | **$ -** | **$ 39,889.00** |
| **Task 5 - Draft Master Business Park Specific Plan** | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | Master Business Park Specific Plan Outline and Format | 4 | $ 840.00 | 0 | $ - | 0 | $ - | 8 | $ 928.00 | 8 | $ 848.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 2,616.00 |
| 5.2 | Administrative Draft Master Business Park Specific Plan | 20 | $ 4,200.00 | 20 | $ 3,640.00 | 52 | $ 7,280.00 | 96 | $ 11,136.00 | 84 | $ 8,904.00 | 48 | $ 5,568.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 40,728.00 |
| 5.3 | Draft Master Business Park Specific Plan | 10 | $ 2,100.00 | 10 | $ 1,820.00 | 32 | $ 4,480.00 | 52 | $ 6,032.00 | 48 | $ 5,088.00 | 36 | $ 4,176.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 23,696.00 |
| 5.4 | Public Review Draft Master Business Park Specific Plan | 6 | $ 1,260.00 | 8 | $ 1,456.00 | 18 | $ 2,520.00 | 28 | $ 3,248.00 | 24 | $ 2,544.00 | 24 | $ 2,784.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 13,812.00 |
| 5.5 | Final Master Business Park Specific Plan | 4 | $ 840.00 | 4 | $ 728.00 | 10 | $ 1,400.00 | 16 | $ 1,856.00 | 20 | $ 2,120.00 | 12 | $ 1,392.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 8,336.00 |
| Add #1 | Additional Review Cycles and Response to Comments | 8 | $ 1,680.00 | 0 | $ - | 46 | $ 6,440.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 8,142.00 |
| | **Original Task 5 Subtotal:** | **44** | **$ 9,240.00** | **42** | **$ 7,644.00** | **112** | **$ 15,680.00** | **200** | **$ 23,200.00** | **184** | **$ 19,504.00** | **120** | **$ 13,920.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **$ 89,188.00** |
| | **REVISED Task 5 Subtotal:** | **52** | **$ 10,920.00** | **42** | **$ 7,644.00** | **158** | **$ 22,120.00** | **200** | **$ 23,200.00** | **184** | **$ 19,504.00** | **120** | **$ 13,920.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **$ 97,330.00** |
| **Task 6 - Public Hearings** | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | Public Hearings (2) | 8 | $ 1,680.00 | 0 | $ - | 0 | $ - | 8 | $ 928.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 2,608.00 |
| | **Subtotal:** | **8** | **$ 1,680.00** | **0** | **$ -** | **0** | **$ -** | **8** | **$ 928.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **$ 2,608.00** |
| **Task 7 - Draft Forms/Procedural Changes - Optional*** | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | Preparation of Draft Forms and Procedural Changes | 4 | $ 840.00 | 0 | $ - | 4 | $ 560.00 | 18 | $ 2,088.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | $ 3,488.00 * |
| | **Subtotal:** | **4** | **$ 840.00** | **0** | **$ -** | **4** | **$ 560.00** | **18** | **$ 2,088.00** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **0** | **$ -** | **$ 3,488.00** |
| | **Total Per Staff Member:** | **135** | **$ 28,350.00** | **42** | **$ 7,644.00** | **125** | **$ 17,500.00** | **306** | **$ 35,496.00** | **354** | **$ 37,524.00** | **152** | **$ 17,632.00** | **30** | **$ 5,850.00** | **25** | **$ 4,250.00** | **82** | **$ 13,120.00** | **38** | **$ 10,070.00** | **88** | **$ 18,480.00** | |
| | | | | | | | | | | | | | | | | | | | | | | | Administration Costs: | $ 1,500.00 |
| | | | | | | | | | | | | | | | | | | | | | | | Direct Costs: | $ 2,500.00 |
| | | | | | | | | | | | | | | | | | | | | | | | ***ORIGINAL CONTRACT AMOUNT:*** | ***$ 199,916.00*** |
| | | | | | | | | | | | | | | | | | | | | | | | ***ADDENDUM #1:*** | ***$ 22,187.00*** |
| | | | | | | | | | | | | | | | | | | | | | | | ***REVISED CONTRACT AMOUNT:*** | ***$ 222,103.00*** |

***Additional Exhibits provided by NUVIS will be billed at $1,380 each.*
***Computer generated Exhibits provided by NUVIS will range from $2,300 - $3,400*

# CYPRESS BUSINESS PARK INTEGRATION AND MODERNIZATION PROJECT BUDGET INCREASE

## OUT OF SCOPE WORK

The following Tasks below describe LSA's Out of Work Services for the preparation of the environmental document.

### Task 1.0: Out of Scope of Work

- **Task 1.1:** June 2022 – Original project schedule assumed 7 months. The project has now gone beyond two years. This requires additional project management time.

- **Task 1.2:** January 2024 - LSA participated in an unplanned coordination call with City staff to discuss proposed zoning code amendments and potential changes to development standards within the proposed specific plan.

- **Task 1.3:** February 2024 – LSA conducted out of scope research on potential implications of eliminating the maximum building square footage applicable to portions of the specific plan area. It was ultimately determined to eliminate building square footage while maintaining maximum floor area ratio (FAR) provided for in General Plan.

- **Task 1.4:** March 2024 – Out of scope changes to residential development capacity of Cypress City Center project site to match the residential density that was actually developed in the Shea project.

- **Task 1.5:** April 2024 – Out of scope research and documentation of existing minimum setback requirements for Cypress View Limited Specific Plan, Lusk Cypress Industrial Park, Cypress Corporate Center Master Plan, Cypress Corporate Center Amended Specific Plan, and McDonnell Center Amended Specific Plan.

- **Task 1.6:** April 2024 – Out-of-scope review of the proposed permitted land uses in the new Cypress Business and Professional Center Specific Plan.

- **Task 1.7:** June 2024 – Out of scope analysis of "Restaurants with Drive Thru" traffic impacts.

## OUT OF SCOPE WORK FEE ESTIMATE

LSA has assessed that the Out of Scope Work specified above in **Task 1.0,** totals to an estimated **$6,000,** as detailed in **Table A,** below. This represents an increase of **$6,000** from our initial budget of **$60,300**, resulting in a revised total budget of **$66,300**.

## Table A: Out of Scope Fee Estimate

| Task | Estimate |
|---|---|
| **Task 1.0: Out of Scope of Work** | |
| **Task 1.1:** June 2022 | *$1,800* |
| **Task 1.2:** January 2024 | *$400* |
| **Task 1.3:** February 2024 | *$1,000* |
| **Task 1.4:** March 2024 | *$1,500* |
| **Task 1.5:** April 2024 | *$450* |
| **Task 1.6:** April 2024 | *$400* |
| **Task 1.7:** June 2024 | *$450* |
| **Total for Task 1: Out of Scope of Work** | ***$6,000*** |
| **Previously Approved Budget** | ***$60,300*** |
| **TOTAL** | ***$66,300*** |

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **12.**

**FROM:** Peter Grant, City Manager

**DATE:** 10/14/2024

**SUBJECT:** **Adopt the Strategic Plan and Six Month Objectives**

## RECOMMENDATION

Adopt the Strategic Plan and six month objectives.

## DISCUSSION

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

The City Council met on September 17 to review the Strategic Plan, develop new six-month objectives, and discuss the City's strengths and accomplishments during the past six months. The Strategic Plan and six-month objectives are attached.

## BUDGET IMPACT

None.

## LEGAL REVIEW

None required.

**APPROVED BY:** Peter Grant, City Manager

## Attachments

Six-month Objectives

Strategic Plan and Accomplishments - September 2024

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### September 2024 – March 2025

| THREE-YEAR GOAL: MAINTAIN INFRASTRUCTURE AND FACILITIES | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. February 24, 2025 | Public Works Director | Recommend options to modernize the Executive Board Room | | | | |
| 2. December 20, 2024 | Public Works Director | Recommend a strategy and funding to increase sustainability in the City's civilian vehicle fleet to the City Manager | | | | |
| 3. March 10, 2025 | Public Works Director | Recommend options for streamlining capital improvement projects to increase efficiency and contain costs | | | | |
| 4. November 30, 2024 | Public Works Director & Planning Director | Issue a Request for Proposals for Building Inspection and Plan Check Services | | | | |
| 5. Ongoing | Public Works Director & Finance Director | Pursue outside funding to offset the cost to replace Myra Avenue pump station No. 1 | | | | |
| 6. FUTURE | Public Works Director | Recommend an agreement to undertake an organizational and best practices review of the Public Works department | | | | |

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### September 2024 – March 2025

| MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. February 10, 2025 | Planning Director | Recommend updates to the Lincoln Avenue Specific Plan to implement the Housing Element | | | | |
| 2. January 13, 2025 | Finance Director | Present a Pandemic Recovery Plan update to the City Council | | | | |
| 3. January 27, 2025 | Planning Director | Recommend an agreement for the development of an Economic Development Strategy | | | | |
| 4. March 10, 2025 | Planning Director | Recommend the Business Park Specific Plan Modernization | | | | Will move forward upon completion of the regulatory review of a private Business Park project |

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### September 2024 – March 2025

| THREE-YEAR GOAL: **ENHANCE AND MAINTAIN PUBLIC SAFETY** | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. By February 28, 2025 | Police Chief working with an ad hoc subcommittee | Explore a campus safety partnership with Cypress School District | | | | |
| 2. By February 28, 2025 | Police Chief | Provide Emergency Operations Center training to all City staff | | | | |
| 3. January 6, 2025 | Police Chief working with Anaheim Union High School District | Develop an e-bike safety initiative with Lexington Junior High School, Cypress High School and Oxford Academy | | | | |
| 4. February 12, 2025 | Police Chief working with RCS Director | Present a safety education and fraud prevention program (PACE for Seniors) to the Senior Citizens Commission | | | | |

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

# SIX-MONTH STRATEGIC OBJECTIVES

**September 2024 – March 2025**

| THREE-YEAR GOAL: **ENHANCE RECREATION FACILITIES AND PROGRAMS** | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. February 14, 2025 | RCS Director | Develop a RCS Foundation sponsorship program | | | | |
| 2. November 12, 2024 | RCS Director | Recommend updates to the Non-Profit Grant Program policy | | | | |
| 3. Spring 2025 | RCS Director & PW Director | Hold a grand opening celebration for Arnold Cypress Park | | | | |

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### September 2024 – March 2025

| THREE-YEAR GOAL: **MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY** | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. November 12, 2024 | Finance Director | Recommend updates to purchasing thresholds based on analysis of other OC cities | | | | |
| 2. February 24, 2025 | Finance Director | Recommend an agreement for sales tax audit services | | | | |
| 3. By January 25, 2025 | City Council & City Manager | Conduct a teambuilding workshop with the 2025 City Council | | | | |
| 4. January 13, 2025 | City Clerk | Recommend creating an ad hoc subcommittee to advise the development of questions for the 2025 Community Survey | | | | |
| 5. By March 15, 2025 | Finance Director, IT Manager & Police Chief | Present an updated Business Continuity Plan to the City Manager | | | | |
| 6. Ongoing | City Manager & City Clerk working with Communications LAB | Complete Phase 1 of the rebranding process | | | | |
| 7. FUTURE | Planning Director & RCS Director | Recommend adjustments to align City and RCS District boundaries through the Local Agency Formation Commission | | | | |

**City of Cypress**
**Strategic Planning Retreat**
**September 17, 2024**
**Follow-up Report**
**Facilitated by: Marie Knight, Owner of Knight Leadership Solutions**

## CITY OF CYPRESS VISION STATEMENT

*Cypress is a safe and welcoming community delivering excellent services for our residents, neighborhoods, and businesses*

## CITY OF CYPRESS MISSION STATEMENT

*The City of Cypress, guided by our core values, will utilize our resources in concert with community partners to provide an exceptional city to live, work, and play*

## CORE VALUES

**The City of Cypress Core Values**

- Integrity
- Accountability
- Transparency/Fiscal Prudence
- Teamwork
- Responsiveness to the Community

**THREE-YEAR GOALS** 2023-2026 (not in priority order)

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

**Prouds:** Accomplishments/Achievements in the last 6 months:

- Joint meeting with the City Council and Commissions
- Calling first City Council district elections
- Citizens Academy
- Workplace safety training
- Business Development Program – Phase 2
- Seizing opportunities and pivoted when needed to accomplish objectives
- Net File campaign finance reporting
- Outstanding financial condition
- Ranked 19th safest city in California
- Working with Congresswoman Steele to secure Myra Pump Station funding
- No talk of increased sales tax
- Delivered successful events, including a new National Night Out
- Recognizing veterans and residents
- Adopting balanced budget
- Restored Measure M2 funding eligibility sooner than anticipated
- GFOA award for financial statements and budget
- Commissioner recruitment
- Closed captioning of City Council meetings
- Robust community engagement for Measure S
- Housing Innovation Award for The Square
- Three-year labor agreements with two employee associations
- Hired five full-time employees
- Settled the K9 bite case
- Automated license plate reader technology installed in Police patrol vehicles
- Extended OC Public Library lease
- Expanded the list of City Council meeting invocation speakers
- Placed Measure S (the Housing Element implementation) on the ballot
- Shared civic center parking lot with Oxford Academy to facilitate its solar panel project
- Progress on Arnold Cypress Park
- Police department's body worn cameras
- Paying down unfunded pension liability and growing the pension trust
- Being a business-friendly city and attracting quality, successful businesses
- Partnering on projects with neighboring cities

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **13.**

**FROM:** Fred Galante, City Attorney

**DATE:** 10/14/2024

**SUBJECT:** **Receive and File a Settlement Agreement with Fortis LLP Pursuant to a California Public Records Act Request and Approve a Resolution that Acknowledges and Agrees that Council Member Frances Marquez Violated the Public Records Act**

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## RECOMMENDATION

1. Receive and file a settlement agreement with Fortis LLP pursuant to a California Public Records Act Request and Orange County Superior Court Case No. 30-2022-01277792-CU-WM-CJC; and

2. Appropriate $12,627 from the General Fund undesignated fund balance to pay Fortis LLP; and

3. Approve a Resolution that acknowledges and agrees that Frances Marquez violated the Public Records Act and that Fortis LLP is the prevailing party in its Petition to enforce its Public Records Act Request and had good cause for bringing its Petition given Frances Marquez's ongoing failures to comply.

## DISCUSSION

The settlement agreement and Resolution resolve a lawsuit from Fortis LLP that resulted from a violation of the California Public Records Act (CPRA) by Council Member Marquez. The city agrees that Fortis is the prevailing party in its petition to enforce the CPRA and had good cause for bringing its petition given Council Member Marquez's ongoing failures to comply with the CPRA.

Fortis submitted a public records request pursuant to the CPRA on May 9, 2022. After the city's repeated efforts to secure Council Member Marquez's compliance related to records held in her personal accounts (to which the city had no access), Fortis filed a petition in Superior Court to enforce its CPRA request alleging that Council Member Marquez had not complied with the CPRA. The settlement agreement fully and finally resolves any disputes between Fortis and the city.

The settlement agreement requires:

1. The city pay Fortis $12,626.73 for its costs (not attorney's fees)
2. Fortis dismiss the petition with prejudice
3. The City Council consider a Resolution (attached) that includes the following statement:

   *Although Councilmember Marquez maintains that she did nothing wrong, the City acknowledges and agrees that Frances Marquez violated the Public Records Act through her refusals to provide all responsive records and withholding responsive records to Fortis LLP's Public Records Act Requests within her possession custody and control within her personal e-mails. The City denies any responsibility for her failure to comply because these records were contained within her personal e-mails that the City had no access to, and Frances Marquez defied the City's multiple requests that she produce these records. The City agrees that Fortis LLP is the prevailing party in its Petition to enforce its Public Records Act Request and had good cause for bringing its Petition given Frances Marquez's ongoing failures to comply.*

4. Council Member Marquez abstain from voting on the Resolution

Failure to adopt the Resolution is a breach of the settlement agreement.

While the settlement agreement resolves any disputes between Fortis and the city, there is another related claim against the city by Council Member Marquez in which she demands reimbursement for separate, private legal representation she retained without City Council approval and without following Municipal Code purchasing requirements.

## BUDGET IMPACT

Sufficient funds are available in the General Fund undesignated fund balance to make the $12,627 payment required by the settlement agreement.

Including the payment to Fortis, the city has spent nearly $100,000 on its legal fees to resolve Council Member Marquez's CPRA violation and defend Fortis' lawsuit. In addition, considerable staff resources were required from the City Manager's and City Clerk's offices. Including costs the city may be obligated by State law to reimburse to Council Member Marquez resulting from her unilateral decision to retain separate, private legal representation without City Council approval and without following Municipal Code purchasing requirements, the total cost to the city for Council Member Marquez's CPRA violation is estimated to exceed $200,000.

## LEGAL REVIEW

The City Attorney and special counsel have reviewed and approved the settlement agreement as to form and drafted the Resolution.

**APPROVED BY:** Peter Grant, City Manager

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**Attachments**

Fortis Settlement Agreement

Fortis Settlement Resolution

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# SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release (the "Agreement") is dated as of the date of the full execution of this Agreement by all parties thereto (the "Effective Date"), and is between Fortis LLP ("Fortis"), a California limited liability partnership ("Fortis"), on the one hand, and the City of Cypress ("The City"), Frances Marquez, an individual ("Marquez"), Alisha Farnell, an individual, ("Farnell"), Peter Grant, an individual ("Grant"), and Fred Galante, an individual ("Galante"), on the other hand. The City, Marquez, Farnell, Grant, and Galante are collectively referred to herein as "The City Parties" and individually as a "City Party" as context requires. Fortis and The City Parties are collectively referred to herein as the "Parties" and individually as a "Party" as context requires.

**WHEREAS,** whereas Fortis submitted to The City, a public records request pursuant to the California Public Records Act (the "CPRA") on May 9, 2022 (the "CPRA Request");

**WHEREAS,** on August 26, 2022, Fortis filed a petition in the Superior Court for the County of Orange for a writ of mandamus seeking to enforce its CPRA Request with OCSC Case No. 30-2022-01277792-CU-WM-CJC (the "Petition"), alleging, *inter alia*, that Marquez had not complied with its CPRA Request;

**WHEREAS**, the Parties are now desirous of fully and finally resolving any disputes between Fortis and The City Parties with respect to the Petition;

**NOW THEREFORE**, the Parties, in recognition of the mutual covenants contained in this Agreement, agree as follows:

## 1.0 SETTLEMENT CONSIDERATION

1.1 **Payment of the Settlement Consideration**. In consideration for Fortis's dismissal of the Petition, and the releases of the covenants contained herein, the City shall cause to be paid the sum of $12,626.73 (twelve-thousand six hundred twenty six dollars and seventy-three cents) (the "Settlement Consideration") to Fortis within fifteen (15) business days of receipt of the full execution of this Agreement by all Parties. Payment shall be made in a single lump sum via check made payable from The City to Fortis LLP and delivered by overnight delivery or courier as follows:

Fortis LLP
Attn: Adam Harris
650 Town Center Drive, Suite 1530
Costa Mesa, CA 92626

1.2 **Dismissal of the Petition**. Within three (3) business days of Fortis's receipt of the Settlement Consideration, Fortis shall cause the Petition to be dismissed with prejudice, with each side bearing its own attorneys' fees and costs. Notwithstanding the foregoing, this Section does not

waive any request or demand Marquez has made for The City to pay for her attorney fees and costs in connection with this Petition.

1.3 **City Resolution**. At the next regularly scheduled public meeting of The City's City Council, the City shall place a Resolution on the City Council agenda for approval that includes the following statement (the "Resolution"):

> Although Councilmember Marquez maintains that she did nothing wrong, the City acknowledges and agrees that Frances Marquez violated the Public Records Act through her refusals to provide all responsive records and withholding responsive records to Fortis LLP's Public Records Act Requests within her possession custody and control within her personal e-mails. The City denies any responsibility for her failure to comply because these records were contained within her personal e-mails that the City had no access to, and Frances Marquez defied the City's multiple requests that she produce these records. The City agrees that Fortis LLP is the prevailing party in its Petition to enforce its Public Records Act Request and had good cause for bringing its Petition given Frances Marquez's ongoing failures to comply.

Marquez shall abstain from voting on the Resolution. Nothing within this Resolution will entitle Fortis to any additional costs or attorney fees for its Petition-, or for any other reason, against The City Parties beyond the Settlement Consideration specified within paragraph 1.1 of this Agreement. A failure of The City to adopt the Resolution shall render the Agreement void and the Petition litigation shall continue.

## 2.0 MUTUAL RELEASE

2.1 **Release of the Fortis Released Parties**. Except for the obligations imposed under this Agreement, The City Parties, for themselves, and for their respective members, managers, and employees, and each of them, hereby compromise, settle, and completely release Fortis, and its respective agents, employees, partners, associates, owners, officers, directors, managers, members, shareholders, corporate affiliates, attorneys, representatives, predecessors-in interest, successors, spouses, children, heirs and assigns (the "Fortis Released Parties") of and from, any and all past, present or future claims, demands, agreements, obligations or causes of action, whether based on tort, contract or any other theories of recovery, arising out of the Parties' relationship, from the beginning of time through the Effective Date of this Agreement. The City Parties acknowledge and agree that the release they have given to the Fortis Released Parties by means of the preceding sentence applies to all claims for injuries, damages or losses to their own person and property, real or personal, whether those injuries, damages or losses are known or unknown, foreseen or unforeseen, patent or latent, which they may have against the Fortis Released Parties. The City Parties also warrant and represent that they have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered within this paragraph for which they are releasing the Fortis Released Parties.

2.2 **Release of the City Released Parties**. Except for the obligations imposed under this Agreement, Fortis, for itself, and for its respective agents, employees, partners, associates,

owners, officers, directors, managers, members, shareholders, corporate affiliates, attorneys, representatives, predecessors-in interest, hereby completely releases The City Parties, and their respective agents, employees, partners, associates, owners, officers, directors, managers, members, shareholders, corporate affiliates, attorneys, representatives, predecessors-in interest, successors, spouses, children, heirs and assigns (the "The City Released Parties") of and from, any and all past, present or future claims, demands, agreements, obligations or causes of action, whether based on tort, contract or any other theories of recovery, arising out of the Parties' relationship, from the beginning of time through the Effective Date of this Agreement. Fortis acknowledges and agrees that the release it has given to The City Released Parties by means of the preceding sentence applies to all claims for injuries, damages or losses to their own person and property, real or personal, whether those injuries, damages or losses are known or unknown, foreseen or unforeseen, patent or latent, which they may have against the City Released Parties. Fortis also warrants and represent that it has made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered within this paragraph for which it is releasing The City Released Parties.

**2.3 Marquez Release of The City, Farnell, Grant and Galante**. Except for the obligations imposed under this Agreement, Marquez hereby completely releases The City, Farnell, Grant, and Galante and their respective agents, employees, partners, associates, owners, officers, directors, managers, members, shareholders, corporate affiliates, attorneys, representatives, predecessors-in interest, successors, spouses, children, heirs and assigns (the "The Cypress Released Parties") of and from, any and all past, present or future claims, demands, agreements, obligations or causes of action, whether based on tort, contract or any other theories of recovery, arising out of events pertaining to the PRA, the Petition, or the Resolution. Marquez acknowledges and agrees that the release it has given in this paragraph by means of the preceding sentence applies to all claims for injuries, damages or losses to their own person and property, real or personal, whether those injuries, damages or losses are known or unknown, foreseen or unforeseen, patent or latent, which it may have against The Cypress Released Parties. Marquez also warrants and represent that it has made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered within this paragraph which it is releasing. Notwithstanding the foregoing, nothing within this Section shall be construed to release or waive any right, claim, cause of action, or defense that Marquez asserts against The City for attorney fees and costs pertaining to the Petition.

**2.4 Section 1542 Waiver**. Each Party certifies that it has read the following provisions of California Civil Code Section 1542:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Each Party waives the application of California Civil Code Section 1542. Each Party understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if it should eventually suffer additional damages arising out of the

claims released herein, it will not be able to make any claim for those damages. Furthermore, each Party acknowledges that it consciously intends these consequences even as to claims that it does not know exist, and that, if known, would materially affect its decision to execute this Agreement, regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause. Each Party acknowledges that it has read, understands, and agrees to the above.

## 3.0 MISCELLANEOUS PROVISIONS

**3.1 Agreement Not to Be Construed as an Admission**. This Agreement is entered into by the Parties solely for the purpose of compromising and settling the matters in dispute. Other than as to the statement in the resolution identified above in Section 1.3, this Agreement does not constitute, nor shall it be construed to constitute, an admission of any liability or responsibility by any of the Parties. Furthermore, Fortis waives any right to attorney's fees or costs based on being a prevailing party, or other grounds, in the Petition.

**3.2 Integration; Modification; Waiver**. Notwithstanding any rights, claims, causes of action, or defense that Marquez may assert against The City for attorney's fees and costs for the Petition, this Agreement constitutes and contains the entire agreement and understanding concerning the subject matter between the Parties, sets forth all inducements made by any Party to any other Party with respect to any of the subject matter, and supersedes and replaces all prior and contemporaneous negotiations, proposed agreements or agreements, whether written or oral. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the Parties. No action or failure to act will constitute a waiver of any right or duty under this Agreement, nor will any action or failure to act constitute an approval of, or acquiescence in, any breach. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

**3.3 Time of the Essence**. All times stated in this Agreement are of the essence.

**3.4 Authority**. The undersigned individuals execute this Agreement on behalf of the respective Party or Parties, and the Parties and the undersigned individuals represent that such undersigned individuals are authorized to enter into and execute this Agreement on behalf of such Party or Parties.

**3.5 Counterparts; Facsimile Signatures; PDF Signatures**. This Agreement may be executed in any number of counterparts, using facsimile or PDF signatures, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**3.6 Further Assurances**. The Parties agree to execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out their obligations and to consummate the transactions contemplated.

**3.7** **Binding Effect; Assignment**. This Agreement is binding upon and will inure to the benefit of the Parties and each of the Parties' respective successors, predecessors, shareholders, assigns, heirs, personal representatives and affiliates, without time limitation. Notwithstanding the foregoing, this Agreement may be assigned by a Party only with the prior written consent of the other Parties.

**3.8** **Enforcement/Arbitration of Disputes.** The Parties agree that any action at law or in equity brought to enforce this Agreement, to interpret the terms of this Agreement, or otherwise arising out of this Agreement, shall be resolved via a court of competent jurisdiction in Orange County, California.

**3.9** **Interpretation**. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties.

**3.10** **Severability**. In the event that any provision of this Agreement is deemed invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by such invalidity, illegality or unenforceability, will remain in full force and effect.

**3.11** **Advice of Counsel**. **EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY, ITS OWN INDEPENDENT LEGAL COUNSEL WITH RESPECT TO ENTERING INTO THIS AGREEMENT, AND THAT EACH PARTY HAS GIVEN MATURE AND CAREFUL THOUGHT TO THIS AGREEMENT. EACH PARTY REPRESENTS THAT HE OR IT IS ENTERING INTO THIS AGREEMENT FREELY AND VOLUNTARILY.**

**IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Mutual Release as of October 3, 2024.**

Dated: 10/8/2024

**Fortis LLP**

By: _____
Adam P. Harris, Partner

Dated: 10/8/24

**The City Of Cypress**

By: _____
Scott Minikus, Mayor

Dated:

**Frances Marquez**

_____

Dated: 10/8/24

**Alisha Farnell**

Alisha Farnell
_____

Dated: 10/8/24

**Peter Grant**

_____

Dated:

**Fred Galante**

_____

**IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Mutual Release as of October 3, 2024.**

Dated: 10/8/2024

**Fortis LLP**

By: _____
Adam P. Harris, Partner

Dated:

**The City Of Cypress**

By: _____
Scott Minikus, Mayor

Dated:

**Frances Marquez**

_____

Dated:

**Alisha Farnell**

_____

Dated:

**Peter Grant**

_____

Dated: 10-8-2024

**Fred Galante**

_____

**IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Mutual Release as of October 31, 2024.**

Dated: 10/18/2024

**Fortis LLP**

By: _____
Adam P. Harris, Partner

Dated:

**The City Of Cypress**

By: _____
Scott Minikus, Mayor

Dated:

**Frances Marquez**

_____

Dated:

**Alisha Farnell**

_____

Dated:

**Peter Grant**

_____

Dated:

**Fred Galante**

_____

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING A STATEMENT ABOUT COUNCIL MEMBER MARQUEZ'S VIOLATION OF THE PUBLIC RECORDS ACT PURSUANT TO THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF CYPRESS, FORTIS LLP AND COUNCIL MEMBER MARQUEZ RESOLVING THE LAWSUIT FILED BY FORTIS LLP**

The City Council of the City of Cypress hereby resolves as follows:

Although Councilmember Marquez maintains that she did nothing wrong, the City acknowledges and agrees that Frances Marquez violated the Public Records Act through her refusals to provide all responsive records and withholding responsive records to Fortis LLP's Public Records Act Requests within her possession custody and control within her personal e-mails. The City denies any responsibility for her failure to comply because these records were contained within her personal e-mails that the City had no access to, and Frances Marquez defied the City's multiple requests that she produce these records. The City agrees that Fortis LLP is the prevailing party in its Petition to enforce its Public Records Act Request and had good cause for bringing its Petition given Frances Marquez's ongoing failures to comply.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 14th day of October 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 14th day of October 2024; by the following roll call vote:

| | |
|---|---|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSTENTION: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |

_____
CITY CLERK OF THE CITY OF CYPRESS

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **14.**

**FROM:** Bonnie Peat, Mayor Pro Tem

**DATE:** 10/14/2024

**SUBJECT:** **Approve a Resolution Supporting Proposition 36**

## RECOMMENDATION

Approve a Resolution supporting Proposition 36.

## DISCUSSION

At the September 23 City Council meeting, Mayor Pro Tem Peat requested a resolution expressing support for Proposition 36 be placed on a future agenda for consideration.

The attached Resolution was drafted by the League of California Cities in support of the Homelessness, Drug Addiction, and Theft Reduction Act (Proposition 36). Proposition 36 is a bi-partisan measure that provides common sense, targeted reforms to Proposition 47 that, with the recently adopted legislative Retail Theft Package, provide more tools to increase safety in our communities.

## BUDGET IMPACT

None.

## LEGAL REVIEW

None required.

**APPROVED BY:** Peter Grant, City Manager

## Attachments

Resolution

League of California Cities Proposition 36 Comparison Table

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION AND THEFT REDUCTION ACT

WHEREAS, while Prop 47 achieved notable success in making California's criminal justice system more equitable, Prop 47 has also led to unintended consequences over the past decade; and

WHEREAS, Prop 47 has contributed to increases in repeat and often organized retail theft, the shuttering of local businesses, and difficulty convincing people to seek drug and mental health treatment; and

WHEREAS, these unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Prop 47; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that, with the recently adopted legislative Retail Theft Package, provide more tools to increase safety in our communities; and

WHEREAS, spikes in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, as well as strained social services, are creating challenges beyond the capacity of local governments; and

WHEREAS, cities are partnering with the state to advance solutions that help reduce crime and provide more support to residents struggling with substance abuse, while avoiding a return to the days of mass incarceration; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers; and

WHEREAS, breaking the cycle of repeat offenders means addressing the many root causes of retail theft; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act allows critical behavioral health services, drug treatment, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse; and

WHEREAS, it's time for meaningful and tailored reforms to our justice system to ensure the safety of our communities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress, does hereby formally expresses support for Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 14th day of October, 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 14th day of October, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

LEAGUE OF CALIFORNIA CITIES

# Retail Theft Package and Proposition 36

Recently, Gov. Gavin Newsom signed a 10-bill package addressing retail theft. The table below compares Proposition 36 — the ballot initiative sponsored by the District Attorneys that would make changes to Proposition 47 — with the retail theft package signed by the Governor.

| PROVISION | PROPOSITION 36 | LEGISLATIVE PACKAGE (NO AMENDMENTS TO PROPOSITION 47) | RELEVANT BILL NUMBERS |
|---|---|---|---|
| **Fentanyl** | | | |
| Fentanyl possession with firearm | Adds to list of crimes with penalties of 2, 3, or 4 years in prison. | Not in package. | |
| Fentanyl increasing penalties | Increases penalties from 2 to 20 years depending on the amount. | Not in package. | |
| Treatment mandated felony | Creates a new crime for hard drug possession with tiered penalties up to 25 years. | Not in package. | |
| **Retail Theft** | | | |
| Aggregation | Provides that any case involving one or more acts of theft or shoplifting may be aggregated into a single count or charge. | Not in package. | |
| Auto theft | Does not address this issue. | Closes the loophole under existing law regarding locked cars. | SB 905 (Wiener) |
| Cargo theft | Does not address this issue. | Adds cargo theft to the Regional Property Crime Task Force operated by the CHP. | AB 1972 (Alanis) |
| Fencing | Does not address this issue. | Expands existing law for online marketplaces to report high-volume sellers to law enforcement. | SB 1144 (Skinner) |
| Fires | Does not address this issue. | Makes it a factor in aggravation if an offense | SB 1242 (Min) |

| PROVISION | PROPOSITION 36 | LEGISLATIVE PACKAGE (NO AMENDMENTS TO PROPOSITION 47) | RELEVANT BILL NUMBERS |
|---|---|---|---|
| | | was carried out in a merchant's premises to commit retail theft. | |
| Increased penalties | Increases penalty enhancements for property crimes for up to 4 years and allows the court to impose enhancements with another single count. | Increases penalty enhancements for resale of property or stolen property in the commission of a felony for up to 4 years and allows the court to impose enhancements with another single count. No changes to Proposition 47. | AB 1960 (Rivas)*; SB 1416 (Newman) |
| Multi-jurisdictional offenses | Does not address this issue. | Allows local jurisdictions to file charges that deal with offenses across county lines. | AB 1779 (Irwin) |
| Organized retail theft | Several provisions related to acting in concert and increasing penalties for organized retail theft. However, it does not address the sunset date of the statute. (Does not amend the same code section as the legislative bills). | Removes the sunset clause on the organized retail theft statute. | AB 1802 (Jones-Sawyer); SB 982 (Wahab) |
| Police ability to arrest | Does not address this issue. | Provides that under certain circumstances police can arrest without a warrant. | AB 2943 (Zbur) |
| Probation | Does not address this issue. | Provides that the term of probation for shoplifting or petty theft would be two years. | AB 2943 (Zbur) |
| Repeat offenders | An offender with two prior convictions of petty theft or shoplifting can be | Creates a new crime for shoplifting which can be charged as a felony but does not change the threshold amount of $950. | AB 2943 (Zbur) |

| PROVISION | PROPOSITION 36 | LEGISLATIVE PACKAGE (NO AMENDMENTS TO PROPOSITION 47) | RELEVANT BILL NUMBERS |
|---|---|---|---|
| | charged with a felony regardless of value. Amends Proposition 47. | | |
| Restraining orders | Does not address this issue. | Creates the Retail Theft Restraining Order for repeated attempts of shoplifting which can be requested by city attorneys, retailers, or district attorneys. | AB 3209 (Berman) |
| Retailers – nuisance action | Does not address this issue. | Prohibits local government and law enforcement from threatening or filing nuisance complaints against retailers for reporting crime. | AB 2943 (Zbur) |

*AB 1960 (Rivas) is currently pending on the Governor's desk.