



AMENDED AGENDA

REGULAR MEETING CYPRESS CITY COUNCIL

December 9, 2024

5:30 P.M. - Closed Session

6:00 P.M. - General Session

www.cypressca.org

**5275 Orange Avenue
Cypress, California**

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

AGENDA AMENDMENT

- Added Agenda Item No. 5 - Approve a Six Month Extension of Contract Building Inspection and Plan Check Services

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)

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, Western Division

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

City Manager/City Attorney

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. **Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading**
2. **Second Reading of Ordinance Amending the McDonnell Center Specific Plan for 5665 Plaza Drive**
Prepared by: Alicia Velasco, Planning Director

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending the McDonnell Center Specific Plan to remove the maximum square footage requirement and permit light industrial uses in the eastern portion of Planning Area 1 at 5665 Plaza Drive.
3. **Second Reading and Adoption of an Ordinance Amending Purchasing Thresholds**
Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Section 21A of the Municipal Code authorizing changes in purchasing bid procedures and contract award thresholds.
4. **Approve Final Parcel Map No. 2023-134 for 4321 Cerritos Avenue**
Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation: Approve Final Parcel Map No. 2023-134 and the Subdivision Improvement Agreement.
5. **Approve a Six Month Extension of Contract Building Inspection and Plan Check Services**
Prepared by: Nick Mangkalakiri, Acting Director of Public Works

Recommendation:
 1. Approve a six-month extension to the agreement with Charles Abbott Associates, Inc. for building inspection and plan check services; and
 2. Receive and file a request for proposals for Professional Building Official, Permitting, Inspection, Plan Review, and Related Services.

ITEMS REMOVED FROM CONSENT CALENDAR

NEW BUSINESS

6. Adopt Resolution Declaring the Results of the November 5, 2024 General Municipal Election

Prepared by: Alisha Farnell, City Clerk

Recommendation: Adopt a Resolution declaring the results of the November 5, 2024 General Municipal Election.

SPECIAL ORDER OF BUSINESS

7. Recognition of Outgoing Council Members

RECESS (Approximately 10 minutes)

SPECIAL ORDER OF BUSINESS (Continued)

8. Oath of Office for Newly-Elected Council Members

NEW BUSINESS

9. City Council Reorganization

Prepared by: Alisha Farnell, City Clerk

Recommendation: Direct the City Clerk to take nominations and then select the Mayor and Mayor Pro Tem.

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.

10. Approve the 2025 City Council Regular Meeting Schedule

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve the 2025 City Council regular meeting schedule.

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, January 13, 2025, 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 6th day of December, 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/6639187003251065943>. 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 612-660-614. No registration or audio pin is necessary.

INVOCATION POLICY

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

AMERICANS WITH DISABILITIES ACT

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



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

2.

FROM: Alicia Velasco, Planning Director

DATE: 12/09/2024

SUBJECT: Second Reading of Ordinance Amending the McDonnell Center Specific Plan for 5665 Plaza Drive

RECOMMENDATION

Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending the McDonnell Center Specific Plan to remove the maximum square footage requirement and permit light industrial uses in the eastern portion of Planning Area 1 at 5665 Plaza Drive.

DISCUSSION

On November 18, the City Council conducted a public hearing and first reading of an ordinance amending the McDonnell Center Specific Plan to remove the maximum square footage requirement and permit light industrial uses in the eastern portion of Planning Area 1 of the McDonnell Center Specific Plan. Goodman Industrial requested this ordinance as part of a new light/industrial warehouse building at 5665 Plaza Drive. City Council approved the new building on November 18 and certified the Environmental Impact Report, but the ordinance amending the specific plan requires a second reading.

It is recommended that the City Council approve the second reading and adopt the attached ordinance. Once approved, the ordinance will become effective in 30 days.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADOPTING AMENDMENTS TO CHAPTERS I (SUMMARY), III (DEVELOPMENT PLAN), V (DEVELOPMENT REGULATIONS), AND VI (IMPLEMENTATION) OF THE MCDONNELL CENTER SPECIFIC PLAN TO REMOVE THE MAXIMUM PERMITTED SQUARE FOOTAGE REQUIREMENT AND ALLOW INDUSTRIAL/WAREHOUSING USES IN THE EASTERN PORTION OF PLANNING AREA 1.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by GLC Cypress, LLC (“Applicant”) for a new 191,394 square-foot (sf) warehouse building and associated parking and landscaping at 5665 Plaza Drive in the McDonnell Center Amended Specific Plan area (the “Project”); and

WHEREAS, the Project requires the following to be approved by the City Council: an amendment to the McDonnell Center Amended Specific Plan (Specific Plan Amendment No. 2024-01) and a Site Plan Review (SPR No. 2024-01); and

WHEREAS, an application was filed for approval of an amendment to the McDonnell Center Amended Specific Plan (“Specific Plan”) in accordance with the provisions of Section 20 (Specific Plans) of Appendix I (Zoning) of the Cypress Municipal Code to remove the maximum permitted square footage requirement and allow industrial/warehousing uses in the eastern portion of Planning Area 1; and

WHEREAS, the City Council has reviewed the goals and objectives of the General Plan as laid out in the City Council staff report dated November 12, 2024 and November 18, 2024, and finds that the proposed Specific Plan Amendment No. 2024-01 is consistent with the intent of the General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared for the Project and released to the public on August 12, 2024, for a 45-day review period. All required notifications were provided pursuant to CEQA (Public Resources Code Sections 21080.4 and 21161; Guidelines Sections 15082 and 15085) and all comment letters were incorporated into the Final EIR. The City Council has certified the EIR and made all required CEQA findings under separate resolution adopted concurrently herewith; and

WHEREAS, on November 12, 2024, the City Council held a duly noticed public hearing where the item was continued to November 18, 2024 and considered testimony on the application; and

WHEREAS, all legal prerequisites for the adoption of this ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY ORDAIN, based upon substantial evidence taken from the administrative record and at the public hearing, AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all the facts set forth in the above Recitals are true and correct and are incorporated herein as findings of the City Council.

SECTION 2. Findings. Pursuant to Section 4.20.080 of Appendix I (Zoning) of the Cypress Municipal Code, the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed development is in conformance with the goals, policies, and objectives of the general plan.

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 amendment will contribute to the continued economic vitality of the Cypress Business Park by providing additional flexibility to develop the area consistent with current market demand. Allowing industrial and warehousing uses in the eastern portion of Planning Area 1 is compatible with surrounding land uses, the majority of which are light industrial. Removal of the maximum permitted square footage requirement allows for additional flexibility without compromising the high-quality environment within the Business Park. Other existing development standards, including floor area ratio, lot coverage, building height, and parking serve to ensure that development remains consistent with the General Plan and compatible with surrounding uses.

2. The design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), would ensure that the proposed development would not endanger, jeopardize, or otherwise constitute a hazard to the public health, safety, or general welfare, or injurious to the property or improvements in the vicinity and base zoning district in which the property is located.

The Project is a new 191,394-square-foot warehouse building. The Environmental Impact Report (EIR) prepared for the Project identifies the potential for significant effects on the environment from development of the Project, all of which can be reduced through implementation of mitigation measures to a level of insignificance. The Project, as well as future projects in the Specific Plan Area, will be required to adhere to all development standards, ensuring new development does not adversely impact public health, safety, or general welfare. The Project is compatible with other uses in the vicinity, the majority of which are warehousing and light industrial uses.

3. The proposed development would:
 - a. Ensure quality development by encouraging greater creativity and aesthetically pleasing designs for the individual components of the development and the development as a whole;
 - b. Ensure the timely provision of essential public services and facilities consistent with the demand for the services and facilities; and
 - c. Promote a harmonious variety of housing choices and commercial and industrial activities, if applicable; attain a desirable balance of residential and/or employment opportunities; and result in a high level of amenities and the preservation of the natural and scenic qualities of open space.

The Specific Plan includes design guidelines, development regulations, and infrastructure plans which ensure quality development and the provision of essential public services and facilities. The amendment removes the maximum building square footage limitation within the Specific Plan area; however, the maximum floor area ratio requirement remains. This requirement, along with other development standards, ensures the amendment does not impact the Specific Plan's provisions for public services and quality development. The Specific Plan allows for a variety of commercial and industrial uses, consistent with the intent for the Cypress Business Park, as outlined in the General Plan.

4. The subject site is:
 - a. Physically suitable for the proposed land use designation(s);
 - b. Physically suitable for the type and density/intensity of development being proposed;
 - c. Adequate in shape and size to accommodate the proposed development; and
 - d. Served by streets adequate in width and pavement type to carry the quantity and type of traffic expected to be generated by the proposed development.

The amendment allows light industrial and warehousing uses within the eastern portion of Planning Area 1 of the Specific Plan. This change in allowable uses is suitable because light industrial uses are already permitted in the western portion of Planning Area 1 and the area is bordered by other light industrial uses to the north, east, and west. Although the amendment removes the maximum permitted square footage requirement for the Specific Plan area, the floor area ratio requirement remains in place, ensuring that the intensity of development is suitable

for the area and consistent with the General Plan. The site is adequate to meet all development standards that apply to the Project. The EIR for the Project included a traffic analysis which found that the Project will not have significant impacts on traffic or nearby streets and intersections with the implementation of the recommended mitigation measures and project conditions.

SECTION 3. Subsection A (Project Summary) of Chapter I (Summary) of the McDonnell Center Specific Plan is hereby revised as follows (additions in **bold underline**; deletions in **~~bold strikethrough~~**):

A. Project Summary

A specific plan was prepared for the McDonnell Center in 1982; this Specific Plan represents an amendment to the 1982 document, superseding the 1982 document. Land uses consist of mixed use business park/office, mixed use business park, office, and office/commercial uses in six planning area; four planning areas are affected by this amendment. The amended specific plan consists of the revision of the original specific plan to include the proposed addition of 206,130 square feet of commercial uses to the maximum of 1,554,100 square feet allowed by the 1982 Specific Plan and EIR; this would increase the total allowable square footage to 1,760,230 square feet. Currently, approximately 530,870 square feet of allowable uses have not yet been developed.

The square footages listed in this section and Table 1 (Land Use Summary) are a summary of existing and planned development in the Specific Plan area at the time the amended specific plan was adopted (1994). The square footages shall not serve as a maximum developable area for any Planning Area or for the entire Specific Plan. Development shall not exceed a maximum floor area ratio (FAR) of 1.0:1 to maintain consistency with the General Plan.

This amended Specific Plan incorporates and replaces the original 1982 Specific Plan. The following is a summary of the land uses in the amended specific plan:

**TABLE 1
LAND USE SUMMARY**

Land Use	Acres	Building Area
Industrial/Warehouse	23.94	699,653
Office	33.31	831,761
Commercial	7.42	228,816
Total (net)	64.67	1,760,230
Roads/Rights of Way	6.56	
Total (gross)	71.23	1,760,230

SECTION 4. Subsection B (Land Use Plan) of Chapter III (Development Plan) of the McDonnell Center Specific Plan is hereby revised as follows (additions in **bold underline**; deletions in **~~bold strikethrough~~**):

B. Land Use Plan

The land use plan for the McDonald center amended specific plan consists of the intensification of four planning areas adding 206,130 square feet of new development to the 530,870 square feet of undeveloped area remaining under the approved plan (see Exhibit 3, *Land Use Plan*, and Table 2, *Land Use Statistics*). The following summarizes the changes from the original 1982 specific plan.

Original Specific Plan Maximum Intensity	1,554,100 square feet
Developed Area within original Specific Plan	<u>1,023,230 square feet</u>
Remaining Undeveloped Area under Approved Plan	530,870 square feet
Amendment to Specific Plan (net increase)	206,130 square feet
Total to be Developed	737,000 square feet
Ultimate Total in Specific Plan Area	1,760,230 square feet

The square footages listed in this section and Table 2 (Land Use Statistics) are a summary of existing and planned development in the Specific Plan area at the time the amended specific plan was adopted (1994). The square footages shall not serve as a maximum developable area for any Planning Area or for the entire Specific Plan. Development shall not exceed a maximum floor area ratio (FAR) of 1.0:1 to maintain consistency with the General Plan.

Planning areas which are to be developed under the amendment comprise a total of 737,000 square feet and include the following land uses:

Area 1, Industrial/Warehouse: Planning Area 1 is located in the northwestern corner of the site on Walker Street. The eastern portion of this area has been developed as office use; the western portion is proposed for use as a 210,000 square-foot industrial/warehouse use. The area will take access through secondary access driveways on Walker Street to the west.

Area 4, Commercial: Planning Area 4 is located on the southeast corner of the Center at the intersection of Valley View Street and Katella Avenue. The site to be developed is sandwiched between two existing commercial uses in Planning Area 4: the Ramada Inn to the west, and the El Torito Restaurant to the east. The site is intended for use as a 9,000 square foot restaurant although other commercial uses which support the businesses of the Center are permitted. Access to the site will be through a driveway

connection with Plaza Drive and a secondary access driveway on Katella Avenue.

Area 5, Office: Planning Area 5 is located in the south central portion of the project area, fronting on Katella Avenue. The eastern portion of the Planning Area has been developed as an office use with a parking lot in the area proposed for additional office use. The proposed development of the site would consist of construction of a 150,000 square foot, six story office building and a parking structure to provide parking for the existing use and the new building. Access will be through a secondary access driveway on McDonnell Drive and through internal connections with the existing use.

Area 6, Office/Commercial: Planning Area 6 is located on the southwestern corner of the project area at the intersection of Katella Avenue and Walker Street. The site is currently vacant. The planning area is planned for 368,000 square feet of office uses with supporting commercial retail uses. This area includes a 10,000 square-foot childcare facility for the employees of the businesses within the planning area. The design intent of the planning area is the creation of a campus style office development, utilizing several office and commercial buildings designed as an integrated whole. This may include the development of a central plaza space to link the buildings (see the conceptual design concept in Exhibit 8, Conceptual Site Plan for a possible design scenario). A parking structure will accommodate the parking needs for the Planning Area uses. Access will be through Douglas Drive and secondary driveways on Katella Avenue and Walker Street.

SECTION 5. Subsection C.4 of Chapter V (Development Regulations) of the McDonnell Center Amended Specific Plan is hereby revised as follows (additions in **bold underline**; deletions in **~~bold strikethrough~~**):

4. Industrial/Warehouse: Planning Areas 1 and 2, as identified on the Land Use Plan

Intent: This use is intended for warehousing and associated light industrial uses within Planning Areas 1 and 2 ~~and the western portion of Planning Area 1~~ of the Specific Plan.

SECTION 6. Subsection C.4 of Chapter VI (Implementation) of the McDonnell Center Specific Plan is hereby revised as follows (additions in **bold underline**; deletions in **~~bold strikethrough~~**):

4. Minor Development Standards Adjustments

The purpose of a Minor Specific Plan Development Standard Adjustment procedure is to provide a simplified means of considering minor deviations from certain development standards set forth in the Specific Plan which are not detrimental to the public health, safety, or welfare. Any person, firm, corporation or other entity may apply in writing to the Planning Director for a minor development standard determination in the provisions

contained in this Specific Plan. Applications for minor adjustments shall be limited to any of the following:

- A reduction in lot, yard or building area requirements by not more than ten percent (10%) of that otherwise specified in this Specific Plan.
- ~~A transfer of building floor area between planning areas provided there is no net increase in the total permitted building floor area and no increase in traffic generation.~~
- A reduction in parking requirements by not more than ten percent (10%).
- A minor modification to Architectural or Landscape Architecture Guidelines contained in Section IV or the Landscape Standards in Section V.

The decision of the Planning Director may be appealed to the City Council in accordance with Section 18.5 of the Municipal Code.

SECTION 7. The map in Exhibit 3 (Land Use Plan) of the McDonnell Center Specific Plan is hereby replaced with the map included as Attachment A of this ordinance.

SECTION 8. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of Cypress declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this Ordinance are declared invalid.

SECTION 9. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 10. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 09th day of December, 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 ____ 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



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

3.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 12/09/2024

SUBJECT: Second Reading and Adoption of an Ordinance Amending Purchasing Thresholds

RECOMMENDATION

Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Section 21A of the Municipal Code authorizing changes in purchasing bid procedures and contract award thresholds.

DISCUSSION

On November 18, the City Council approved the first reading of an ordinance amending section 21A of the Municipal Code authorizing changes in purchasing bid procedures and contract award thresholds.

It is recommended the City Council approve the second reading and adopt the attached ordinance. Once approved, the ordinance will become effective January 9, 2025.

BUDGET IMPACT

None.

LEGAL REVIEW

This ordinance was reviewed and approved by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, AMENDING SECTION 21A OF THE CYPRESS
MUNICIPAL CODE ESTABLISHING UPDATED PURCHASING
AUTHORITY LIMITS FOR CITY PERSONNEL

WHEREAS, section 21A of the Cypress Municipal Code establishes the requirements for the City's purchasing system and includes monetary limits on bid procedures and contract award thresholds; and

WHEREAS, the current monetary limits on bid procedures and contract award thresholds was last adjusted in 1999 from \$10,000 to \$25,000; and

WHEREAS, inflation since 1999 in the Los Angeles, Long Beach and Anaheim area has increased by more than 100% over this time; and

WHEREAS, a survey of all 34 Orange County cities was conducted which indicated Cypress' threshold was the second lowest in the County; and

WHEREAS, it is appropriate to periodically update the monetary limits on bid procedures and contract award thresholds to ensure the efficient use of staffing resources and limit the number of routine items presented to City Council for consideration; and

NOW, THEREFORE, the City Council of the City of Cypress DOES HEREBY ORDAIN as follows:

SECTION 1. Section 21A of the Cypress Municipal Code is hereby amended to read as follows:

"Sec. 21A-10(d). Bidding generally

When there is to be a contract for professional services such as, but not limited to, the services of attorneys, architects, or engineers or where the service contracted for deals with public relations or promotions, elections, negotiations, acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds, any other services of similar nature to those listed, those items which are in their nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining. For professional services, a request for qualifications, ('RFQ'), should be used to select the appropriate professional or professionals. For contracts of \$50,000 or less the city manager is authorized to enter into the contract. Further, the city manager may enter into contracts up to five years in duration if the total value of the contract does not exceed \$100,000 for the term of the contract. All contracts in excess of \$50,000 shall be approved by the city council, except as noted above.

These limits shall be updated based on the October Consumer Price Index for Los

Angeles - Long Beach – Anaheim, CA as published by the Bureau of Labor Statistics. The first update will be effective in January 2030 and updated every five years thereafter by resolution of the City Council.

Sec. 21A-10(h).Bidding generally

Any contract which combines professional services and the acquisition of goods or equipment where the professional services are specifically retained to advise the city on the selection of the goods or equipment and the professional services utilized under the contract also include designing, retrofitting, or modifying the goods or equipment to meet the particular needs of the city. This exemption shall also include the acquisition by the city of 'intellectual property.' In utilizing this exemption, an RFQ shall be used. For contracts of \$50,000 or less the city manager is authorized to enter into the contract. Further, the city manager may enter into contracts up to five years in duration if the total value of the contract does not exceed \$100,000 for the term of the contract. All contracts in excess of \$50,000 shall be approved by the City Council, except as noted above.

These limits shall be updated based on the October Consumer Price Index for Los Angeles - Long Beach – Anaheim, CA as published by the Bureau of Labor Statistics. The first update will be effective in January 2030 and updated every five years thereafter by resolution of the City Council..

Sec. 21A-12.Formal contract procedure

Except as otherwise provided herein and in accordance with the city's power as a Charter City, purchases of supplies, equipment, or services of an individual of an estimated value greater than \$50,000 shall be by written contract with the lowest responsible bidder, pursuant to the procedure hereinafter prescribed.

Sec. 21A-13.Open market procedure

Purchases of supplies, equipment, and services of an estimated value in the amount of \$50,000 or less may be made by the purchasing officer in the open market pursuant to the procedure prescribed in section 21A-12; provided, however, all bidding may be dispensed with for purchases of supplies, equipment, and services having a total estimated value of less than the amount established by resolution of the city council pursuant to section 21A-10.

Sec. 21A-17.Contracting for the purchase of supplies, equipment, services, or leases; exemption.

The purchasing officer, with the approval of the council, may contract for supplies equipment, services, or leases without observing the procedure required herein regardless of estimated value of such supplies, equipment, services, or leases when the best interests of the city would be served thereby. Whenever the council approves the purchase of supplies, equipment, services, or leases without observing the procedures

required in this chapter, the council may require that the purchasing officer solicit informal bids under such conditions and limitations as the city council may impose. This exemption section shall not apply to any public work contract.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the _____ day of _____, 2024 and finally adopted and ordered posted at a regular meeting held on the _____ day of _____, 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 ____ 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



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Nick Mangkalakiri, Acting Director of Public Works

DATE: 12/09/2024

SUBJECT: Approve Final Parcel Map No. 2023-134 for 4321 Cerritos Avenue

RECOMMENDATION

Approve Final Parcel Map No. 2023-134 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 June 24, the City Council approved Tentative Parcel Map 2023-134 to subdivide a single lot into two parcels for the development of a new charter school. The project, developed by Red Hook Capital Partners IV, is located on approximately 4.5 acres at 4321 Cerritos Avenue.

The Final Parcel Map substantially conforms with Tentative Parcel Map No. 2023-134, 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

Parcel Map 2023-134

Agenda Report - Tentative Parcel Map 6.24.24
Subdivision Improvement Agreement

SHEET 1 OF 4 SHEETS
2 PARCELS
194,957 SF / 4.476 ACRES (GROSS)
152,446 SF / 3.500 ACRES (NET)
ALL OF TENTATIVE
PARCEL MAP NO. 2023-134
DATE OF SURVEY: SEPTEMBER 9, 2024

PARCEL MAP NO. 2023-134

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

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN
"APPLICATION FOR LOT LINE ADJUSTMENT LL 80-1" RECORDED FEBRUARY 22, 1980 IN BOOK
13511, PAGE 201, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
ORANGE COUNTY

PERFECTO A. ARCA, RCE 28918

ACCEPTED AND FILED AT THE
REQUEST OF
COMMONWEALTH LAND TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT # _____
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 AN EASEMENT FOR EMERGENCY
VEHICLE INGRESS AND EGRESS PURPOSES AS SHOWN ON THIS MAP.

WE ALSO HEREBY RESERVE A 25.00' WIDE EASEMENT FOR INGRESS AND EGRESS
PURPOSES FOR THE BENEFIT OF PARCEL 2 OF LOT LINE ADJUSTMENT 80-1 RECORDED
FEBRUARY 22, 1982 IN BOOK 13511, PAGE 210 OF OFFICIAL RECORDS.

WE ALSO HEREBY RESERVE TO OURSELVES AND OUR SUCCESSORS AND ASSIGNS, A
10.00 WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF
PARCEL 1 AS SHOWN ON SAID MAP.

HOLY CROSS LUTHERAN CHURCH OF LOS ALAMITOS, A CORPORATION, OWNER

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ 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)
COUNTY OF) SS

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND.

SIGNATURE : _____
PRINTED NAME : _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION EXPIRES : _____
MY COMMISSION NUMBER: _____

TRUSTEES:

~~CONTINENTAL AUXILIARY COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER A
DEED OF TRUST RECORDED SEPTEMBER 24, 1986 AS INSTRUMENT NO. 1986-441038 OF
OFFICIAL RECORDS.~~

~~BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____~~

~~ORANGE COAST TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER A DEED
OF TRUST RECORDED OCTOBER 5, 1989 AS INSTRUMENT NO. 1989-536370 OF OFFICIAL
RECORDS.~~

~~BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____~~

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD, A MISSOURI CORPORATION, AS
TRUSTEE UNDER A DEED OF TRUST RECORDED MARCH 28, 2002 AS INSTRUMENT NO.
200202606610F OFFICIAL RECORDS.

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

ENGINEER'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 HOLY CROSS LUTHERAN CHURCH OF ALAMITOS,
ON SEPTEMBER 2024. 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 CONDITIONALLY APPROVED TENTATIVE MAP, IF
ANY.

11/19/2024
PERFECTO A. ARCA, PE DATE
R.C.E. NO. 28918
EXPIRATION DATE: 03-31-2025



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 _____, _____

NICK MANGKALAKIRI, R.C.E. 75872
CITY ENGINEER , CITY OF CYPRESS

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
_____, 202 , AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY
PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF CYPRESS THE EASEMENT FOR
EMERGENCY VEHICLE INGRESS AND EGRESS 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 _____, _____

BY _____
ALISHA FARNELL
CITY CLERK OF THE CITY OF CYPRESS

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 _____, _____

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
L.S. 8402

COUNTY TREASURER - TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

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
PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND
COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, _____

SHARI L. FREIDENRICH BY: _____
COUNTY TREASURER - TAX COLLECTOR TREASURER - TAX COLLECTOR

SHEET 2 OF 4 SHEETS
2 PARCELS
194,957 SF / 4.476 ACRES (GROSS)
152,446 SF / 3.500 ACRES (NET)
ALL OF TENTATIVE
PARCEL MAP NO. 2023-134
DATE OF SURVEY: SEPTEMBER 9, 2024

PARCEL MAP NO. 2023-134

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

PERFECTO A. ARCA, RCE 28918

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, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND.

SIGNATURE : _____
PRINTED NAME : _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION EXPIRES : _____
MY COMMISSION NUMBER: _____

NOTARY ACKNOWLEDGMENT:

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STATE OF CALIFORNIA)
) SS
COUNTY OF)

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

_____ WHO PROVED TO ME ON
THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY
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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 : _____
MY COMMISSION NUMBER: _____

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP
ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- SOUTHERN CALIFORNIA GAS COMPANY, SUCCESSOR IN INTEREST TO SOUTHERN
COUNTIES GAS COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PIPELINE
PURPOSES RECORDED JANUARY 6, 1949 IN BOOK 1783, PAGE 314, O.R.
- SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT
FOR POLE LINES AND CONDUITS PURPOSES RECORDED FEBRUARY 7, 1962 IN BOOK 6002,
PAGE 360, O.R.
- SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT
FOR PUBLIC UTILITIES PURPOSES RECORDED OCTOBER 17, 1980 IN BOOK 13794, PAGE
1284, O.R.
- SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT
FOR PUBLIC UTILITIES PURPOSES RECORDED JULY 1, 1986 AS INSTRUMENT NO.
1986-280653, O.R.
- LONG BEACH KOREAN BAPTIST CHURCH, HOLDER OF AN EASEMENT FOR INGRESS AND
EGRESS FOR FIRE DEPARTMENT USE PURPOSES RECORDED JUNE 8, 1990 AS
INSTRUMENT NO. 1990-305695, O.R.

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, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND.

SIGNATURE : _____
PRINTED NAME : _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
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STATE OF CALIFORNIA)
) SS
COUNTY OF)

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND.

SIGNATURE : _____
PRINTED NAME : _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION EXPIRES : _____
MY COMMISSION NUMBER: _____

SHEET 3 OF 4 SHEETS
2 PARCELS
194,957 SF / 4.476 ACRES (GROSS)
152,446 SF / 3.500 ACRES (NET)
ALL OF TENTATIVE
PARCEL MAP NO. 2023-134
DATE OF SURVEY: SEPTEMBER 9, 2024

PARCEL MAP NO. 2023-134

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

PERFECTO A. ARCA, RCE 28918

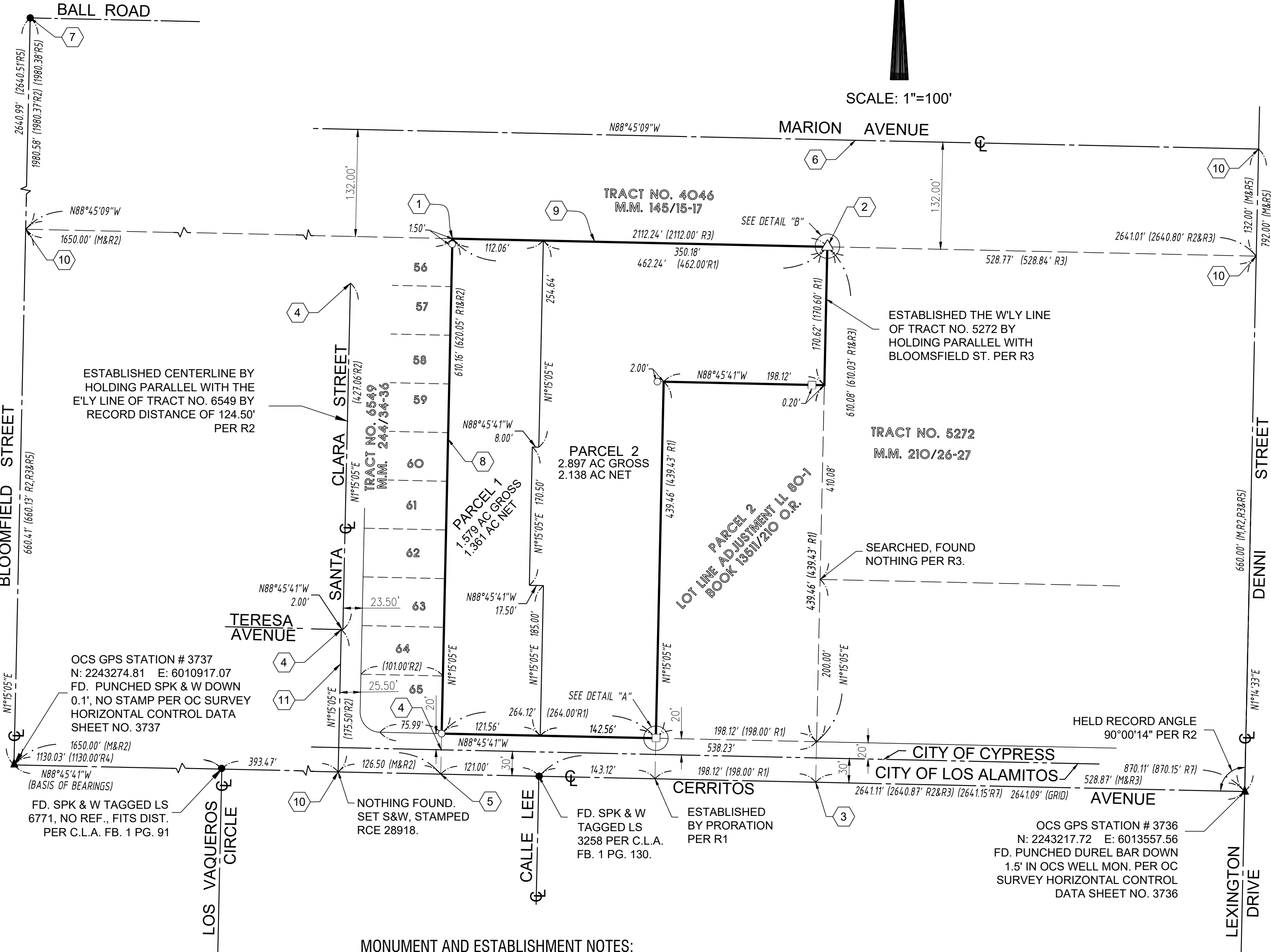
BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3737 AND STATION GPS NO. 3736 BEING NORTH 88°45'41" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY THE MEAN COMBINATION FACTOR 0.99999286.



LEGEND:

DIST. BORDER
LOT LINES

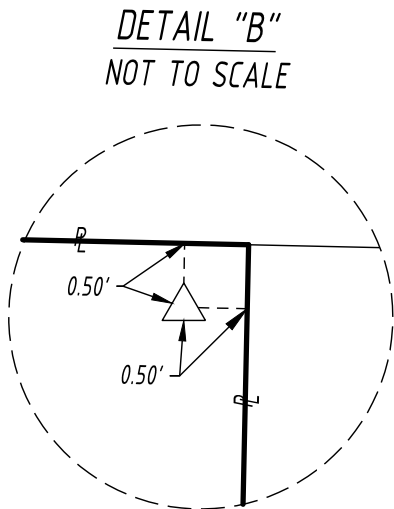
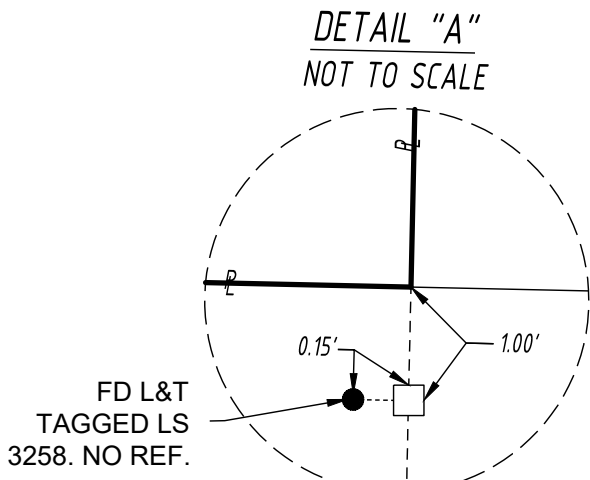
REFERENCE NOTES:

R1 = INDICATES RECORD OR CALCULATED FROM RECORD LOT LINE ADJUSTMENT LL 80-1 RECORDED FEBRUARY 22, 1980 IN BOOK 13511, PAGE 201, O.R.
R2 = INDICATES RECORD OR CALCULATED FROM RECORD PER TRACT NO. 6549 M.M. 244/34-36
R3 = INDICATES RECORD OR CALCULATED FROM RECORD PER TRACT NO. 5272 M.M. 210/26-27
R4 = C.L.A. F.B. 1 PG. 91
R5 = INDICATES RECORD OR CALCULATED FROM RECORD PER TRACT NO. 4046 M.M. 145/15-17
R6 = INDICATES CORNER RECORD 2009-1393
R7 = INDICATES RECORD OR CALCULATED FROM RECORD PER PARCEL MAP NO. 84-1161 P.M.B. 194/37-40
() = INDICATES RECORD OR CALCULATED RECORD PER NOTED REFERENCE

MONUMENT AND ESTABLISHMENT NOTES:

- FOUND MONUMENT, AS NOTED HEREON.
- ▲ O.C.S. GPS HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- SET PK NAIL & WASHER TAGGED RCE 28918, AS NOTED.
- SET LEAD & TAG RCE 28918, AS NOTED.
- △ SET 2"Ø I.P. TAGGED RCE 28918, AS NOTED

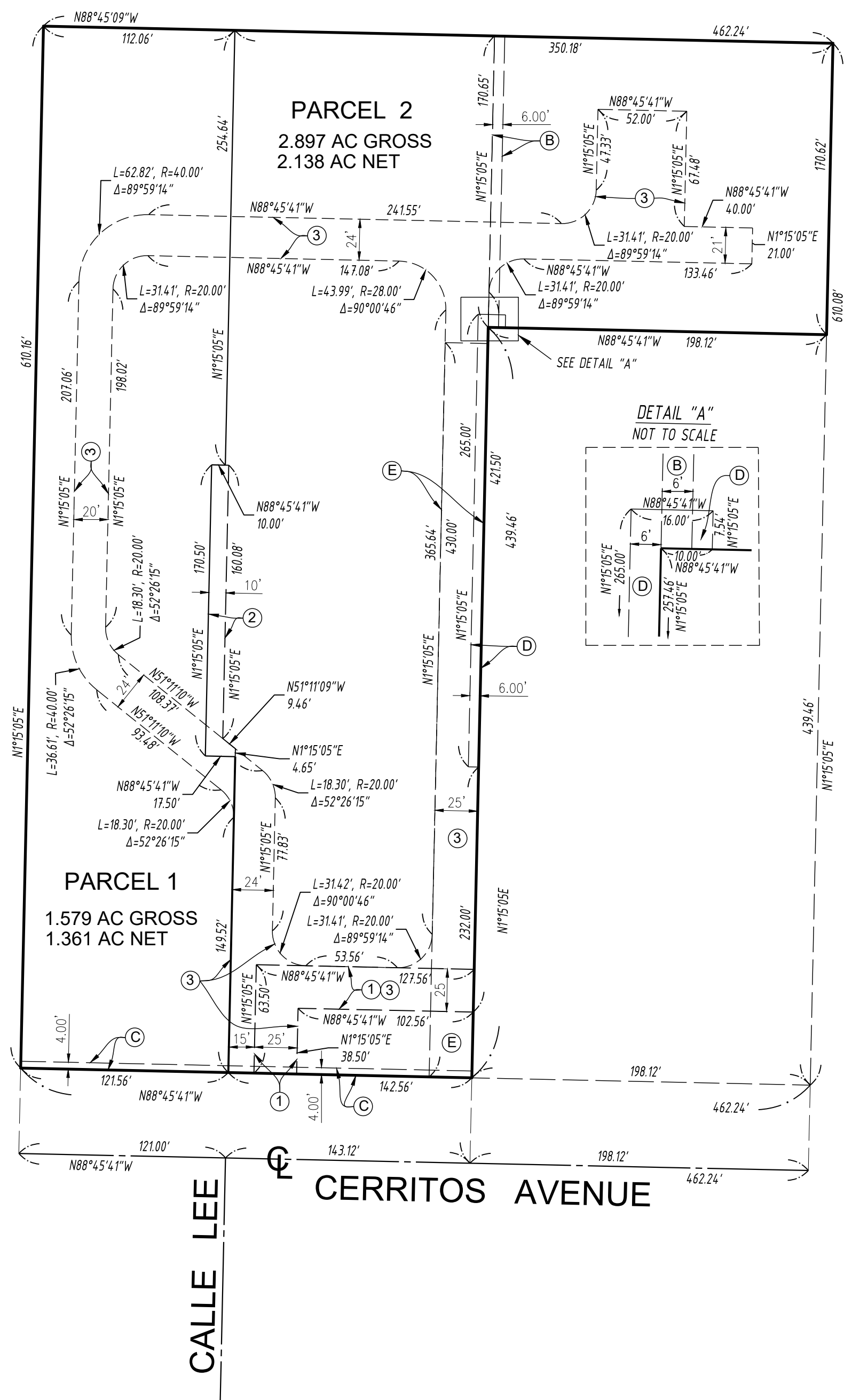
- SEARCHED, FOUND NOTHING PER R2. SET PK NAIL & WASHER TAGGED RCE 28918 @ 1.50' O/S S'LY FROM LOT CORNER BY RECORD ANGLE AND DISTANCE PER R1.
- SEARCHED, FOUND NOTHING PER R3. SET 2"Ø I.P. TAGGED RCE 28918 @ 0.50'X0.50' O/S FROM LOT CORNER BY RECORD ANGLE AND DISTANCE PER R1.
- ESTAB. BY LINE AND RECORDED DISTANCE ALONG CERRITOS AVE. FROM DENNI ST. PER R3.
- SEARCHED, FOUND NOTHING PER R2.
- ESTABLISHED BY LINE AND RECORDED DISTANCE ALONG CERRITOS AVE. FROM BLOOMFIELD ST. PER R2.
- SEARCHED, FOUND NOTHING ALONG CENTERLINE OF MARION AVENUE. ESTABLISHED BY SPLITTING THE CURB.
- FD. GEAR SPK & WASHER STAMPED LS 5411, FLUSH, PER R6.
- ESTABLISHED THE E'LY LINE OF TRACT NO. 6549 BY HOLDING PARALLEL WITH BLOOMFIELD ST. PER R2.
- ESTABLISHED AS THE S'LY LINE OF TRACT NO. 4046 BY OFFSETTING THE CENTERLINE OF MARION AVENUE BY RECORD DISTANCE OF 132.00 FEET SOUTHERLY, PER R5.
- NOTHING FOUND. ESTABLISHED BY INTERSECTION.
- ESTABLISHED CENTERLINE BY HOLDING PARALLEL WITH THE E'LY LINE OF TRACT NO. 6549 BY RECORD DISTANCE OF 126.50' PER R2.



PARCEL MAP NO. 2023-134

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

EASEMENT MAP



SCALE: 1"=60'

EXISTING EASEMENT NOTES:

- (A) AN EASEMENT FOR PIPELINE PURPOSES GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, SUCCESSOR IN INTEREST TO SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, RECORDED JANUARY 6, 1949 IN BOOK 1783, PAGE 314 OFFICIAL RECORDS. BLANKET IN NATURE.
- (B) AN EASEMENT FOR POLE LINES AND CONDUITS PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, RECORDED FEBRUARY 7, 1962 IN BOOK 6002, PAGE 360 OFFICIAL RECORDS.
- (C) AN EASEMENT FOR PUBLIC UTILITIES PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED OCTOBER 17, 1980 IN BOOK 13794, PAGE 1284 OFFICIAL RECORDS.
- (D) AN EASEMENT FOR PUBLIC UTILITIES PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, RECORDED JULY 1, 1986 AS INSTRUMENT NO. 1986-280653 OFFICIAL RECORDS.
- (E) AN EASEMENT FOR INGRESS AND EGRESS FOR FIRE DEPARTMENT USE BETWEEN HOLY CROSS LUTHERAN CHURCH OF LOS ALAMITOS AND LONG BEACH KOREAN BAPTIST CHURCH, RECORDED JUNE 8, 1990 AS INSTRUMENT NO. 1990-305695 OFFICIAL RECORDS.

PROPOSED EASEMENT NOTES:

- ① A 25.00' WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF PARCEL 2 OF LOT LINE ADJUSTMENT 80-1 RECORDED FEBRUARY 22, 1982 IN BOOK 13511, PAGE 210 OF OFFICIAL RECORDS.
- ② A 10.00' WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF PARCEL 1.
- ③ AN EASEMENT TO THE CITY OF CYPRESS FOR EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

Item # 19.

FROM: Alicia Velasco, Planning Director

DATE: 06/24/2024

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

RECOMMENDATION

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

SUMMARY

Holy Cross Lutheran Church and Redhook Capital Partners IV applied for a Conditional Use Permit (CUP) to establish Sycamore Creek Community Charter School (SCCCS) at 4321 Cerritos Avenue. The 4.47-acre site is occupied by Holy Cross Lutheran Church (Church) and its private elementary and pre-school with a maximum enrollment of 219 students. The existing school will cease operations to facilitate the establishment of SCCC on the eastern portion of the site. The proposed parcel map creates two parcels: the Church on the west (APN: 242-031-03) and SCCC on the east (APN: 242-041-38). SCCC will occupy four existing buildings and eight new modular buildings. SCCC's enrollment will be capped at 720 students. The project meets all development requirements and CUP findings, and is recommended for approval.

DISCUSSION

Background

Holy Cross Lutheran Church established church and school facilities in 1963 through CUP No. 154. Since then, several CUP amendments allowed its expansion adding classrooms and youth center facilities. The private elementary school has a maximum enrollment of 219 students. SCCC is a public-charter school, currently operating in Huntington Beach with 164 students. SCCC plans to relocate and primarily serve students from Cypress, Los Alamitos, Long Beach, and Huntington Beach. California public-charter schools require approval from the county board of education and the OC Board of Education approved SCCC to operate in Cypress in 2023.

Project Description

The CUP allows SCCC on the eastern portion of the site, while the Church will operate on the western portion and close its school. SCCC will serve students from transitional kindergarten (TK) through twelfth grade, with a maximum of 720 students (240 students in transitional kindergarten to third grade and 480 students in grades four through 12). The CUP allows SCCC to hold special events outside of regular school hours (i.e. back-to-school night and student performances) approximately once per month.

The proposed tentative parcel map allows separate ownership of the Church and SCCC. SCCC will occupy four existing buildings and eight new modular buildings (seven classrooms and one restroom). Except for the Church, all buildings are one story and have a height of less than 18 feet. The new buildings have a campus-style layout with play areas and sports fields in the center. The sports fields will not be lit and there is no new lighting in the parking areas.

Subject Property and Surrounding Land Uses

The 4.47-acre site consists of two parcels containing six buildings. The Church will retain western parcel and the main sanctuary building. One modular building will be demolished. Water, sewer, and dry utilities along Cerritos Avenue serve the site. The project is bounded by the following uses:

Direction	Land Use	Zoning
North	Single-Family Residential	RS-6000
South	Business Park	City of Los Alamitos
East	Single-Family Residential; Religious Facility	RS-6000
West	Single-Family Residential	RS-6000

Regulatory Control

General Plan/Zoning/Specific Plan and Required Discretionary Actions

The General Plan designates the site as Low Density and it is zoned RS-6000. The RS-6000 zone and Low Density designation are intended for single-family residential development. Institutional uses such as religious and school facilities are permitted as a conditional use (Zoning Ordinance Section 2.05.030). The recommended CUP Resolution includes the required findings as outlined by State law and Section 4.19.070 of the Zoning Ordinance. An amendment to the Church's CUP is also required to eliminate its school use.

A tentative parcel map (TPM) is required to reconfigure the two existing parcels to accommodate separate uses and ownership. The TPM is recommended for approval subject to required findings outlined in the Subdivision Ordinance and State law.

Development Standards

The project meets all development standards:

Standards	Required	Proposed
Minimum Building Setbacks:		
Front	20'	34'-4"
Rear	10'	10'
Side (West)	10'	30'
Side (East)	5'	10'
Maximum Height	35'	Church: 60' (existing) ¹ New buildings: 14'-6"
Minimum Distance between Structures	10'	10'

¹ – Approved pursuant to CUP C-187.

Site Plan Review

Access and Parking

The project replaces two existing driveways with a shared driveway that aligns with Calle Lee to the south. The Traffic Impact Study (attached) requires a traffic signal at this intersection, and it is included as a condition of approval. The City of Los Alamitos, which controls the majority of Cerritos Avenue, has approved all the traffic improvements. However, all the traffic improvements must be installed and operational before Cypress issues a certificate of occupancy. The project applications will pay for all the traffic improvements.

The site has two parking areas containing 110 spaces. The conditions of approval require the Church and SCCCS to enter into a Reciprocal Access and Share Use Agreement to maintain access to the driveway and all parking areas. The circulation plan provides one-way access to the eastern portion of the site to facilitate student drop-off/pick-up.

The Zoning Ordinance (Section 2.05.050) establishes parking requirements:

Land Use	Parking Standard	Parking Spaces Required
Places of worship	1 space for every 3 fixed seats in the main assembly room	102
Schools (elementary and junior high)	2 spaces for each classroom (20 classrooms)	40
Schools (high)	7 spaces for each classroom (8 classrooms)	56
Spaces Required		198
Spaces Provided		110

Although the site does not contain sufficient spaces to meet the parking requirement, Zoning Ordinance Section 3.14.030 allows exceptions for parking facilities that are consistent with the intent of the requirements. The peak parking times for the Church and SCCCS do not overlap; therefore, the 102 spaces required for the Church is sufficient for both uses. The Reciprocal Access and Shared Use Agreement will be recorded against both parcels and remain in effect unless alternative parking arrangements are approved by the City.

Building Design and Landscaping

SCCCS will repurpose and make minor improvements to four buildings and eight new modular buildings with entryway awnings and siding consistent with SCCCS branding (shades of yellow and green). All exterior play areas are in the center of the site for safety and to lessen noise impacts on neighboring properties. A landscaped area with trees provides an additional buffer between the classroom buildings and residential uses to the north and east. A landscape buffer along Cerritos Avenue will replace the existing driveways.

ENVIRONMENTAL REVIEW

Under California Environmental Quality Act Guidelines (CEQA), Section 15332, the project is categorically exempt from further environmental analysis as an infill project on a site less than five acres in an urbanized area. Although further CEQA review was not required, a Traffic Impact Analysis and Noise Study were prepared.

Traffic Impacts

The Traffic Impact Analysis evaluated the number of trips the project generates and its impact on nearby intersections. The analysis determined Church and SCCCS will generate 829 vehicle trips during the AM peak hour and 340 trips during the PM peak hour. The analysis evaluated 11 intersections and found that all will operate at an acceptable level of service (LOS) of D or better. The Traffic Impact Analysis' queuing analysis found that SCCCS drop-off/pick-up zones and onsite circulation are adequate to support school operations. Staggering school start times in 15 minute increments will further lessen traffic impacts. The Traffic Impact Analysis recommended a traffic signal at the driveway entrance and turn lane improvements at Bloomfield-Cerritos and Valley View-Cerritos. These improvements are included as conditions of approval and will be paid for by the project applicants.

Noise Impacts

The Noise Study evaluated impacts on surrounding properties and against the General Plan's noise standards. The Noise Study found that the project's noise impacts are less than significant and will not exceed General Plan noise limits.

CONSISTENCY WITH GENERAL PLAN OBJECTIVES

The project is consistent with the following General Plan goals/policies:

- *LU-1: Create a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses, while providing adequate community services to residents.*
- *LU-2: Ensure that new development is compatible with surrounding land uses, the circulation network, availability of public facilities, and existing development constraints.*

The project will contribute to a well-balanced land use pattern by providing additional educational opportunities within the community. With the recommended conditions of approval, the project will be compatible with surrounding land uses.

PUBLIC HEARING / PUBLIC OUTREACH PROCESS

Public hearing notices were posted and mailed to the property owners within 500 feet of the project. All public notice requirements have been met. All written communication received prior to publishing the City Council agenda is attached. Written communication submitted by 3 p.m. on June 24 will be part of the public hearing record.

ALTERNATIVE ACTIONS

If the City Council identifies issues which should be addressed prior to taking action on this application, the City Council may consider:

1. Adding conditions of approval to address concerns; or
2. Continuing the public hearing and directing staff to work with the applicant to resolve the issues; or
3. Continuing the public hearing, making findings for denial and directing staff to return to City Council with a resolution for denial.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

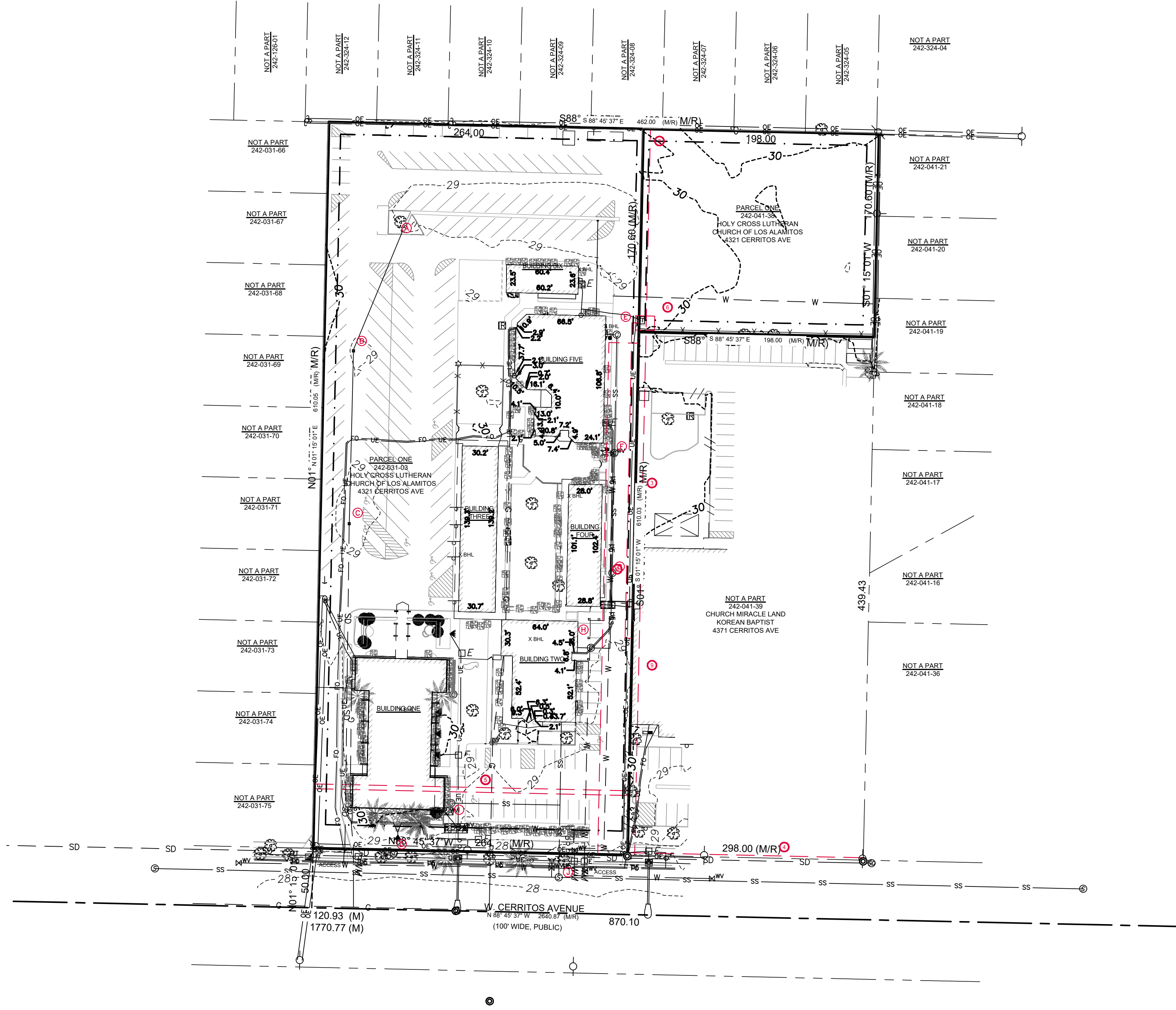
APPROVED BY: Peter Grant, City Manager

Attachments

Charter School CUP Resolution
Tentative Parcel Map Resolution
Church Amendment CUP Resolution
Project Conditions
Traffic Study
Noise Study
Vicinity Map
Project Plans
Letters in Response to the Project
Notice of Exemption

SYCAMORE CREEK COMMUNITY CHARTER SCHOOL
IN THE CITY OF CYPRESS, ORANGE COUNTY, STATE OF CALIFORNIA
TENTATIVE PARCEL MAP NO. 2023-134

EXISTING CONDITIONS - TOPOGRAPHIC SURVEY



SHEET INDEX - TENTATIVE PARCEL MAP

SHEET NO.	DESCRIPTION
1	TOPOGRAPHIC SURVEY FOR REFERENCE
2	VESTING TENTATIVE TRACT MAP INFORMATION

BASIS OF BEARINGS:

BEARING AND DISTANCE ARE BASED ON U.S. STATE NAD 1983 COORDINATES, CALIFORNIA STATE PLANE ZONE SIX

BENCHMARK:

DESCRIBED BY OCS 2002 - FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "1B-85-74", SET IN THE NORTHWEST CORNER OF A 15 FT. BY 4.5 CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE NORTHEASTERLY CORNER OF THE INTERSECTION OF BLOOMFIELD STREET AND KATELLA AVENUE, 33 FT. EASTERLY OF THE CENTERLINE OF BLOOMFIELD AND 120 FT. NORTHERLY OF THE CENTERLINE OF KATELLA. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

ELEVATION = 25.321 NAVD88

SURVEYOR:

DIAMONDBACK LAND SURVEYING
6140 BRENT THURMAN WAY
SUITE 230
LAS VEGAS, NEVADA 89148
(O) 702.823.DBLS (F) 702.933.9030
www.diamondbacklandsurveying.com

PROJECT ADDRESS:

HOLY CROSS LUTHERAN CHURCH
4321 W. CERRITOS AVENUE
CITY OF CYPRESS
ORANGE COUNTY, CALIFORNIA

OWNER:

HOLY CROSS LUTHERAN CHURCH OF LOS ALAMITOS
4321 W CERRITOS AVENUE
CYPRESS, CA 90630
C/O LES FRIEND, PRESIDENT
(714) 527-7225

STRUCTURE	RIM EL.	INVERT	PIPE SIZE & TYPE
(A)	-	28.20' (SW)	6" PVC DRAIN
(B)	28.80'	26.05' (NE-S)	CATCH BASIN, 6" PVC
(C)	28.60'	26.43' (N-S)	CATCH BASIN, 6" PVC
(D)	28.14'	21.44' (E-W)	SDMH, 36" RCP
(E)	29.21'	UNKNOWN	SS CO (STUCK)
(F)	29.76'	27.44'	SS CO, 8" CLAY
(G)	29.61'	26.06'	SS CO, 8" CLAY
(H)	28.96'	UNKNOWN	SS CO (STUCK)
(I)	29.66'	UNKNOWN	SS CO (STUCK)
(J)	27.64'	14.64' (W-N-E)	SSMH, 8" PVC

LAND AREA

242-031-03 161,050.6± SQ. FT./3.70± AC.
242-041-38 33,778.8± SQ. FT./0.78± AC.
TOTAL AREA: 194,829.4± SQ. FT./4.48± AC.

BUILDING AREA

BUILDING 1: 7,855.0± SQ. FT.
BUILDING 2: 4,815.8± SQ. FT.
BUILDING 3: 4,246.0± SQ. FT.
BUILDING 4: 2,889.0± SQ. FT.
BUILDING 5: 6,834.5± SQ. FT.
BUILDING 6: 1,422.3± SQ. FT.

SURVEYOR'S CERTIFICATE:

TO: RED HOOK CAPITAL PARTNERS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS SUCCESSORS, ASSIGNS, AND LENDERS; AND COMMONWEALTH LAND TITLE INSURANCE COMPANY.

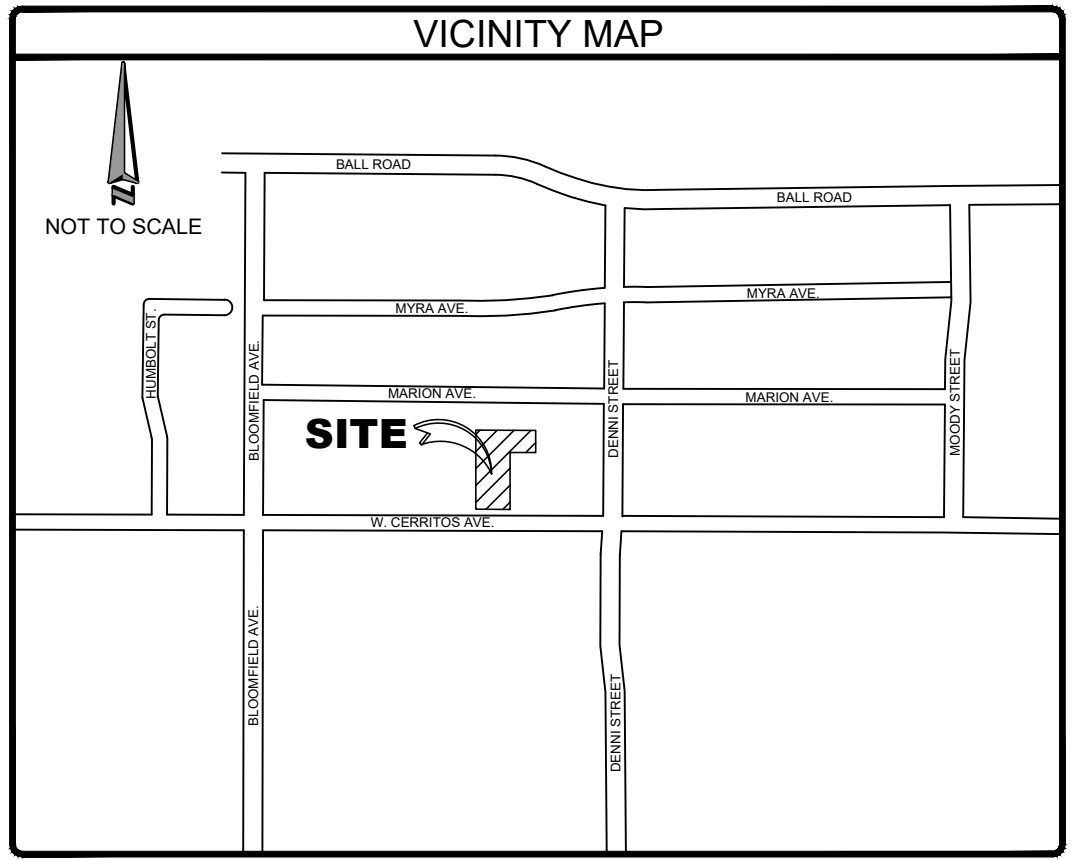
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 9, 11B, 13, 14, 16, 17, 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/30/2022.

DATE OF PRELIMINARY PLAT OR MAP: 12/2/2022

TRENT J. KEENAN
LAND SURVEYOR
CALIFORNIA REG. NO. 8396

TOPOGRAPHIC SURVEY
FOR REFERENCE

SCALE: NOT TO SCALE



LEGEND:

CENTERLINE	UTILITY POLE
SUBJECT PROPERTY	UTILITY POLE W/TRANSFORMER
RIGHT-OF-WAY LINE	GUY WIRE ANCHOR
ADJOINING PROPERTY	ELECTRICAL METER
EASEMENT LINE	ELECTRICAL VAULT
BUILDING SETBACK LINE	ELECTRICAL PULLBOX
CONCRETE HATCH	ELECTRICAL TRANSFORMER
CONCRETE SIDEWALK	STREET LIGHT
CONCRETE CURB & GUTTER	AREA LIGHT
PARKING STRIPING	GROUND LIGHT
CHAIN LINK FENCE	NATURAL GAS METER ASSEMBLY
WROUGHT IRON FENCE	TELEPHONE PEDESTAL
SCREEN WALL	SANITARY SEWER MANHOLE
RETAINING WALL	SANITARY SEWER CLEAN OUT
EDGE OF ASPHALT	WATER METER
OVERHEAD ELECTRICAL	IRRIGATION CONTROL BOX
UNDERGROUND ELECTRICAL	FIRE HYDRANT
NATURAL GAS LINE	WATER VALVE
FIBER OPTIC LINE	REDUCED PRESSURE PRINCIPAL ASSEMBLY
WATER LINE	STORM DRAIN MANHOLE
STORM DRAIN LINE	CATCH BASIN
SANITARY SEWER LINE	SIGN
BUILDING	BOLLARD POST
EXISTING MINOR CONTOUR	GATE
EXISTING MAJOR CONTOUR	TREES
	HANDICAP PARKING
	CALCULATED POSITION (POINT NOT FOUND)

EASEMENTS INFORMATION:

- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS. (AFFECTS ALL PARCELS, BLANKET IN NATURE)
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA
PURPOSE: PIPELINE
RECORDING DATE: JANUARY 06, 1949
RECORDING NO: IN BOOK 1783, PAGE 314 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT. (AFFECTS ALL PARCELS, BLANKET IN NATURE)
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE: POLE LINES AND CONDUITS
RECORDING NO: IN BOOK 6002, PAGE 360 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT. (AFFECTS PARCELS, PLOTTED HEREON)
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION
PURPOSE: POLE LINES AND CONDUITS
RECORDING NO: IN BOOK 8736, PAGE 220 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT. (DOES NOT AFFECT SUBJECT PARCEL(S), PLOTTED HEREON)
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDING NO: IN BOOK 13794, PAGE 1284 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT. (AFFECTS PARCEL 1, PLOTTED HEREON)
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE: PUBLIC UTILITIES
RECORDING NO: AS INSTRUMENT NO. 1986-280653 OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT. (AFFECTS PARCELS, PLOTTED HEREON)
- MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: EASEMENT GENERAL DATED: APRIL 24, 1990 EXECUTED BY: HOLY CROSS LUTHERAN CHURCH OF LOS ALAMITOS AND LONG BEACH KOREAN BAPTIST CHURCH, A CALIFORNIA CORPORATION RECORDING DATE: JUNE 08, 1990 RECORDING NO: AS INSTRUMENT NO. 1990-305695 OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (AFFECTS PARCELS, PLOTTED HEREON)

TENTATIVE PARCEL MAP
TRACT NO. 2023-134

PROJECT ADDRESS 4321 W. CERRITOS AVENUE
CYPRESS, CA 90630
APN: 242-031-03, 242-041-38

LAND SURVEYOR

TRENT J. KEENAN, L.S. 8396

DATE

CIVIL ENGINEER

MCA ENGINEERS INC
CIVIL • STRUCTURAL
1041 S Garfield Ave., Suite #210
Alhambra CA 91801
Tel. 323.729.6098 Fax. 323.729.6043

VIRGILIO C. AOANAN, RCE36079

PROFESSIONAL SEAL
No. RCE36079
Exp. 6/30/24
CIVIL
STATE OF CALIFORNIA

06/02/2023
DATE

ISSUE:

DATE: 06-02-2023

CHECKED: MS DRAWN: MT

DRAWING FILE: TTM1.DWG

PROJECT NO.: 2811

SHEET NUMBER:

OF 2 SHEETS

SCALE: 1" = 40'

SYCAMORE CREEK COMMUNITY CHARTER SCHOOL

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

TENTATIVE PARCEL MAP NO. 2023-134

PROPOSED IMPROVEMENTS:

- 1 CONCRETE PAVEMENT
- 2 AC PAVEMENT
- 3 PLANTER AREA / TURF
- 4 SAND VOLLEYBALL AREA
- 5 DECOMPOSED GRANITE OR WOOD CHIP MULCH
- 6 STRIPING
- 7 SCHOOL GARDEN
- 8 NEW MODULAR BUILDINGS
- 9 CURB RAMP
- 10 HANDBALL WALL + STEEL STORAGE BOX
- 11 PLAY AREA (WOOD CHIPS)
- 12 TRASH ENCLOSURES WITH CMU WALL
- 13 ARROYO RAIN GARDEN
- 14 RESILIENT SURFACE PLAY EQUIPMENT AREA
- 15 NEW FENCE AT PROPERTY LINE
- 16 RELOCATE EXISTING SIGN.

PROTECTED-IN-PLACE NOTES:

- 30 PROTECT EXISTING AC PAVEMENT
- 31 PROTECT EXISTING PLANTER AREA/TURF/TREE
- 32 PROTECT EXISTING WALL
- 33 PROTECT EXISTING BUILDING
- 34 EXISTING MONUMENT SIGN TO REMAIN, NEW GRAPHIC

LEGEND:

- | | |
|--|---------------------------------------|
| | AC PAVEMENT |
| | CONCRETE PAVEMENT |
| | PLANTER AREA/TURF |
| | MODULAR BUILDINGS |
| | SAND VOLLEYBALL AREA |
| | DECOMPOSED GRANITE |
| | RESILIENT SURFACE PLAY EQUIPMENT AREA |
| | ARROYO RAIN GARDEN |
| | CMU WALL |
| | PLAY AREA (WOOD CHIPS) |

TITLE DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN "APPLICATION FOR LOT LINE ADJUSTMENT LL 80-1" RECORDED FEBRUARY 22, 1980 IN BOOK 13511, PAGE 201 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 242-031-03 AND APN: 242-041-38

BEING THE SAME PROPERTY AS SHOWN ON COMMONWEALTH LAND TITLE COMPANY ORDER NO. 09185816-918-GKD-CM8 HAVING AN EFFECTIVE DATE OF OCTOBER 11, 2022 AT 7:30 A.M.

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "SHADED X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.060217 0116 J (MAP NO. 06059C0116J), WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 3, 2009, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "SHADED X" DENOTES AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONING

ZONING INFORMATION		
ITEM	REQUIRED	CONTACT: PARTNER ESI
ZONING DESIGNATION	RS 6000	REPORT DATE: 11/18/2022
MINIMUM LOT AREA (SQ. FT.)	6,000 S.F.	REPORT #: 22-384839.4
MINIMUM LOT DEPTH	100'	
MINIMUM LOT WIDTH	60'	
MAX IMPERVIOUS COVERAGE	40%	PARKING REQUIREMENTS: 1 SPACE FOR EACH EMPLOYEE ON THE LARGEST SHIFT, PLUS 1 SPACE FOR EVERY 10 CHILDREN FOR WHICH THE FACILITY IS LICENSED. = 6 (DAYCARE)
MAX BUILDING HEIGHT	35'	
MINIMUM SETBACKS		
FRONT	20'	
SIDE	5' (E), 10' (W)	
REAR	10'	
BUILDING SEPERATION	10'	
LANDSCAPE SETBACK	25'	
NOTES:		

TENTATIVE PARCEL MAP TRACT NO. 2023-134

PROJECT ADDRESS 4321 W. CERRITOS AVENUE
CYPRESS, CA 90630
APN: 242-031-03, 242-041-38

LAND SURVEYOR

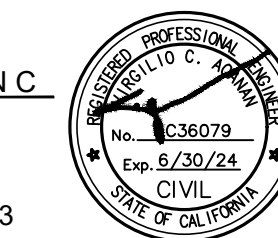
TRENT J. KEENAN, L.S. 8396

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VIRGILIO C. AOANAN, RCE36079



06/02/2023
DATE

ISSUE:

DATE: 06-02-2023

CHECKED: MS DRAWN: MT

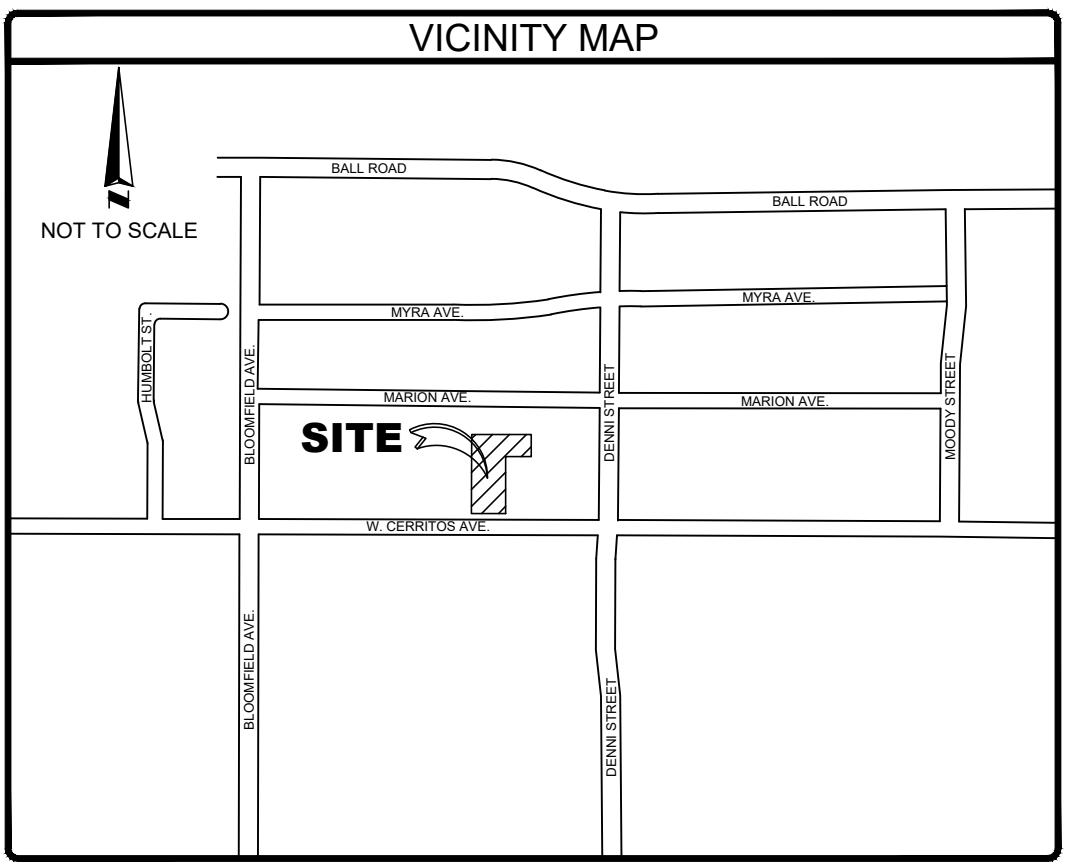
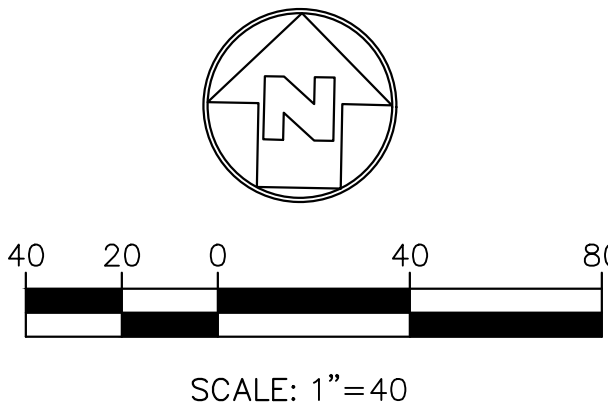
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PROJECT NO.: 2811

SHEET NUMBER:

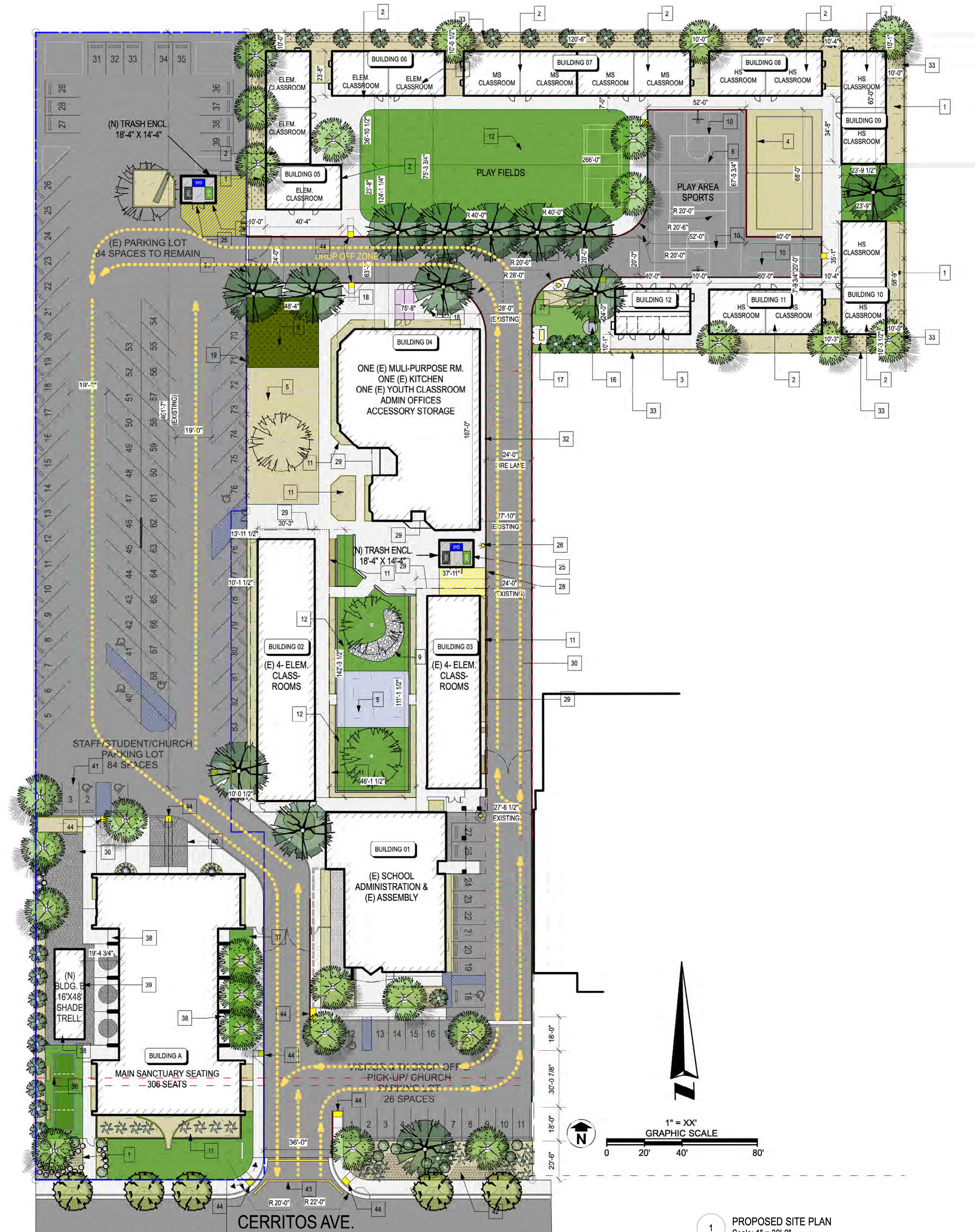
OF 2 SHEETS

SCALE: 1" = 40'

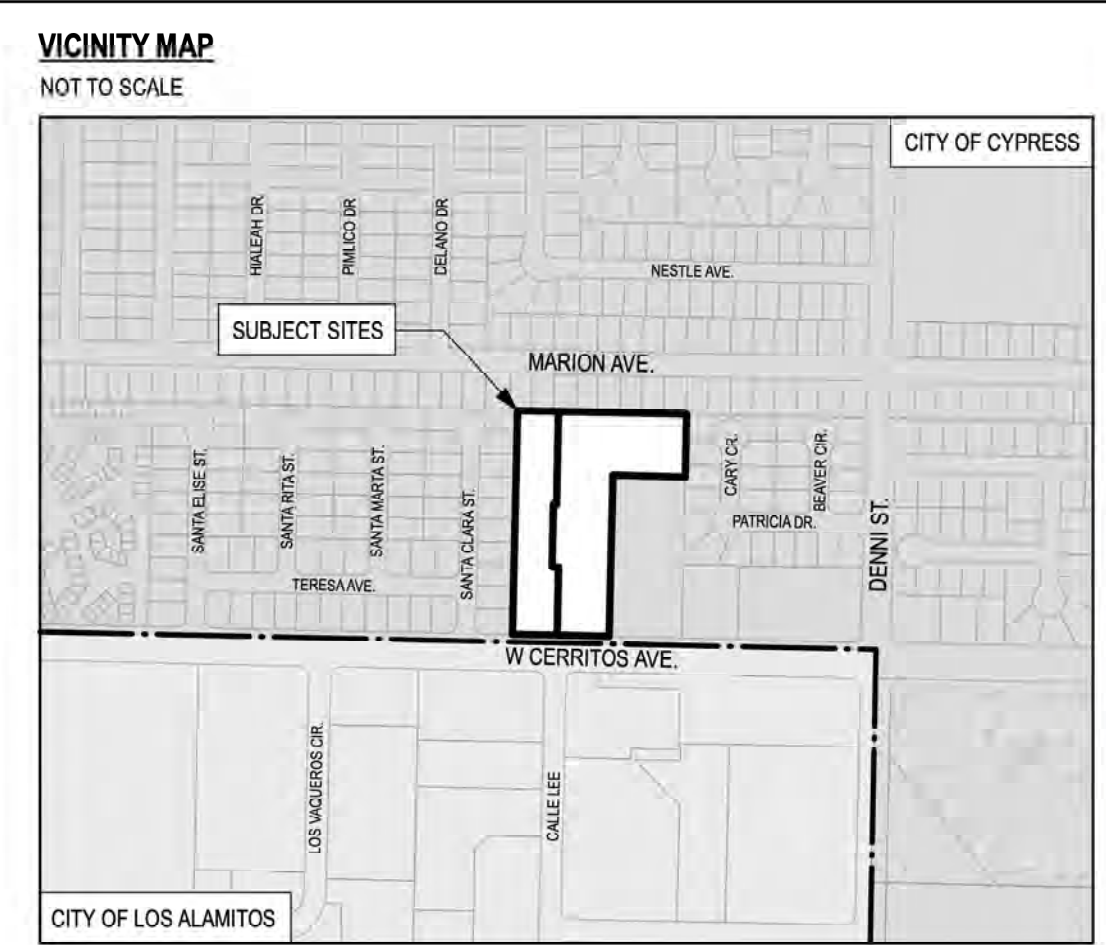


BLOOMFIELD STREET

DENNY STREET

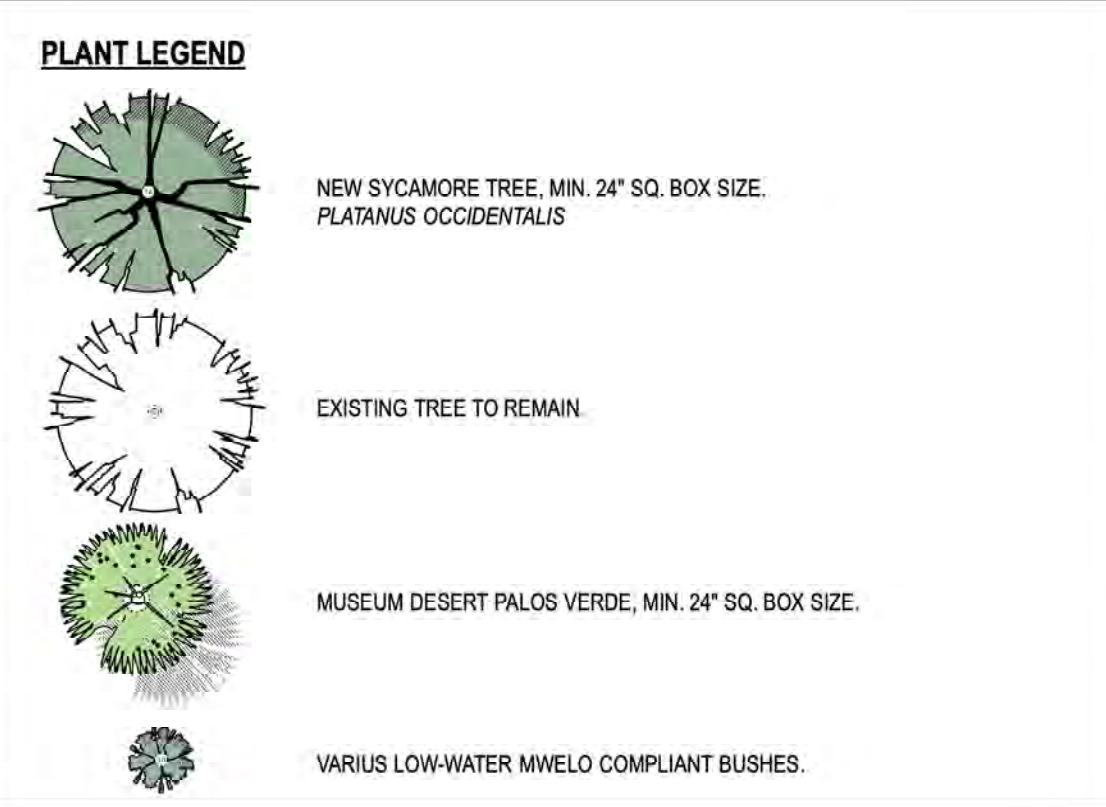


1 PROPOSED SITE PLAN
Scale: 1" = 30'-0"



PROJECT SUMMARY

THE PROJECT, UNDER A NEW CONDITIONAL USE PERMIT AND PARCEL MAP, WILL CONVERT AN EXISTING CHURCH-USE FACILITY AND SITE TO A TK-12 GRADE CHARTER SCHOOL. THE SITE CURRENTLY HAS ONE MAIN CHURCH AND 5 OTHER ON-SITE BUILDINGS. THESE WERE USED, IN THE PAST, FOR YOUTH GROUPS, PRESCHOOLS AND SUNDAY SCHOOL. THE PROJECT WILL ADD 9 MODULAR CLASSROOM BUILDINGS AND TWO MODULAR RESTROOM BUILDINGS TO ACCOMMODATE THE PROJECTED 720 STUDENTS TO BE ENROLLED IN THE NEXT SEVERAL YEARS. THE SITE LAYOUT WILL PUT FORWARD THE IDEA OF CAMPUS AND CREATE DIFFERENTLY ZONED OPEN SPACES FOR OUTDOOR STUDY, A VARIETY OF SPORTS, AND GARDENING ACTIVITY.



SCHOOL + CHURCH PARKING CALCULATION		
ELEMENTARY CLASSROOMS = 19	19X2	38
HIGH SCHOOL CLASSROOMS = 8	8X7	56
TOTAL SCHOOL PARKING		94
CHURCH SANCTUARY*		
27 PEWS @ 204" EACH = 5508"/18" = 306 SEATS		
1 SPACE/ PER 3 SEATS = 306/3 =		102
TOTAL REQUIRED (CUMULATIVE)		198
TOTAL REQUIRED (RECIPROCAL - LARGEST USE)		102
REGULAR PARKING SPACES PROVIDED		102
ACCESSIBLE PARKING SPACES PROVIDED		8
TOTAL PARKING PROVIDED		110
PARKING SURPLUS		8

*NOTE: CHURCH SANCTUARY WILL BE REMODELED AND PEWS WILL BE REDUCED FROM EXISTING 33 TO PROPOSED 27.

SITE DATA		
SITE AREA (BEFORE TENTATIVE PARCEL MAP)	194,829	SF
SITE AREA CHURCH PARCEL	68,719	SF
SITE AREA SCHOOL PARCEL	126,110	SF
BLDG. ROOF COVERAGE (CHURCH PARCEL)	10,693 (15.5%)	SF
LANDSCAPE AREA (CHURCH PARCEL)	7,250 (10.6%)	SF
BLDG. ROOF COVERAGE (SCHOOL PARCEL)	37,445 (29.7%)	SF
LANDSCAPE AREA (SCHOOL PARCEL)	37,327 (29.6%)	SF
BUILDING	AREA	HEIGHT
BUILDING A - EXISTING	9213 SF	68.1 FT
SHADE TRELLIS-NEW CONST.	768 SF	28.6 FT
BUILDING 1 - EXISTING	4816 SF	12.1 FT
BUILDING 2 - EXISTING	4246 SF	12.0 FT
BUILDING 3 - EXISTING	2889 SF	18.2 FT
BUILDING 4 - EXISTING	6834 SF	14.5 FT
BUILDING 5 - NEW CONST.	2380 SF	14.5 FT
BUILDING 6 - NEW CONST.	1440 SF	14.5 FT
BUILDING 7 - NEW CONST.	2850 SF	14.5 FT
BUILDING 8 - NEW CONST.	1440 SF	14.5 FT
BUILDING 9 - NEW CONST.	1440 SF	14.5 FT
BUILDING 10 - NEW CONST.	1440 SF	14.5 FT
BUILDING 11 - NEW CONST.	1440 SF	14.5 FT
BUILDING 12 - NEW CONST.	960 SF	12.0 FT

- SITE PLAN LEGEND**
- NATURAL GRASS TURF
 - CONCRETE
 - ASPHALT
 - PLANTED AREA
 - DECOMPOSED GRANITE OR MULCH AREA
 - (N) PLANTING BED. ALL PLANTS & IRRIGATION PER MWEL0, LOW WATER USE PER WUCOLS IV LIST
 - (N) GARDENING AREA
 - (N) SAND VOLLEYBALL AREA
 - (N) PLAY AREA (WOOD CHIPS)
 - FENCE
 - (E) FENCE

- SITE PLAN NOTES**
- DECOMPOSED GRANITE OR WOOD CHIP MULCH AREA.
 - NEW MODULAR CLASSROOM BUILDING. 1440 SQ. FT. GROSS AREA EACH. APPROXIMATELY 24'X60'X12'H
 - NEW MODULAR BATHROOMS: BOYS, GIRLS AND 2 SINGLE OCCUPANCY.
 - 30'X60' SAND VOLLEYBALL COURT.
 - PLAY AREA WITH (E) EQUIPMENT
 - (N) URBAN FARMING/GARDENING AREA
 - N/A
 - OCFA HAMMERHEAD FIRE LANE TURN AROUND. AREA CAN DOUBLE AS PAVED PLAY AREA. NO CURB SO CAN BE USED FOR SPORTS DURING SCHOOL HOURS.
 - RAIN GARDEN
 - SPORT COURT LINES. BADMINTON, VOLLEYBALL, BASKETBALL AND 4-SQUARE.
 - EXISTING PLANTED AREA WITH MULCH.
 - GRASS
 - MORNING DROP-OFF EXIT (OPTIONAL)
 - 10'-0" OFFSET FROM (E) BLDG. PER ZONING CODE. POSSIBLE EASEMENT TO MAINTAIN PARKING USE AND ACCESS.
 - CISTERN 9'X40' (19,000 GAL.) BELOW GRADE.
 - STORMWATER SUMP PIT & PUMPS. ABOVE GROUND PUMP STATION. PACKAGED UNIT.
 - EXISTING ELECTRICAL TRANSFORMER, MAY BE REPLACED WITH NEW UNIT.
 - HANDBALL WALL + STORAGE. TWO 5'WX8'DX6'H STEEL STORAGE BOX. WITH 10 TALL WALLS ATTACHED TO BOTH BROAD SIDES. CLAD IN EXTERIOR RATED PLYWOOD AND PAINTED.
 - NEW FENCE ALONG NEW PROPERTY LINE.
 - NEW METAL GATE FOR MORNING DROP-OFF USE.
 - N/A
 - EXISTING MONUMENT SIGN TO REMAIN, NEW GRAPHIC. 8'WX6'H
 - EXISTING MONUMENT SIGN TO BE RELOCATED. (CHURCH)
 - EXISTING CHURCH MONUMENT TO BE RELOCATED TO THIS LOCATION. (CHURCH)
 - NEW CMU TRASH ENCLOSURE
 - EXISTING FIRE HYDRANT
 - NEW FIRE HYDRANT
 - LOADING ZONE
 - LINE OF ROOF OVERHEAD
 - FIRE LANE, MIN. 20' WITH MAX CROSS SLOPE OF 2% AND MAX GRADE 15% IN DIRECTION OF TRAVEL.
 - GATES CROSSING FIRE LANE SHALL HAVE 20' MIN. CLEAR WIDTH. WHEN OPEN.
 - (N) CONC. SIDEWALK
 - (N) MULCH OR DG AREA WITH DROUGHT TOLERANT PLANTS. WUCOLS LOW TO VERY LOW WATER USE CATEGORY ONLY.
 - N/A
 - N/A
 - ARTIFIAL TURF PLAY AREA FOR CHURCH USE
 - ARTIFIAL TURF AREA WITH TREE PLANTING AS SHOWN.
 - IMPERMEABLE BRICK PAVER. SLOPE AWAY FROM BUILDINGS @ 2%
 - PAVILION. 10'-12' TALL WITH METAL ROOF. OPEN AT SIDES.
 - NEW ENTRY CANOPY.
 - 4 NEW PARKING SPACES.
 - NEW PLANTED LANDSCAPE AREA TO CREATE BUFFER BETWEEN ROAD AND PARKING LOT.
 - CROSSWALK
 - CURB RAMP

ARCHITECT

KELTNERCO
KELTNERCO ARCHITECTS, INC.
3737 AGUILAR ST.
LOS ANGELES, CA 90065
(213) 309-0121

PROJECT

SYCAMORE CREEK CCS
4321 CERRITOS AVE.
CYPRESS, CA 90630

OWNER

REDHOOK CAPITAL PARTNERS
2120 E. GRAND AVE., SUITE 135
EL SEGUNDO, CA 90245
C/O: DAVID HYUN

STRUCTURAL CONSULTANT

TBD
TBD
TBD
TBD

MEP CONSULTANT

VCA ENGINEERS INC.
VIRGIL C. ADANON, P.E., S.E., QSD
1041 S GARFIELD AVE.
ALHAMBRA, CA 91801
323-729-6098

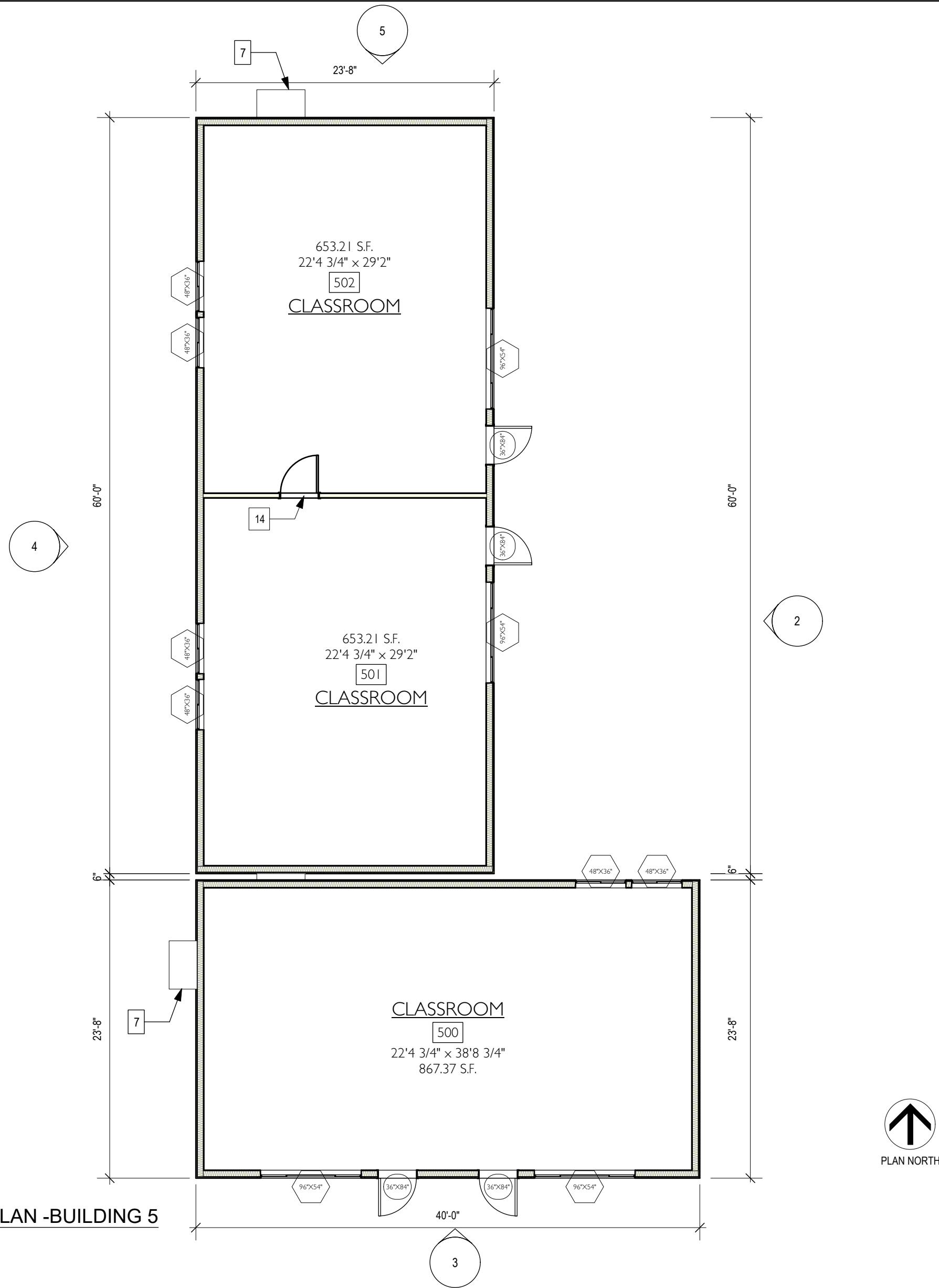
STAMP

2	4/4/24	ANNOTATION, PARKING CALC
1	4/3/24	CHURCH SITE PLAN & INTERSECTION
REV.	DATE	DESCRIPTION
J	6/4/24	PLANNING REVISION PARKING
I	5/20/24	OCFA REV 1
H	4/25/24	ENTITLEMENT RESUBMITTAL
NO.	DATE	ISSUE NOTE
PROJECT MANAGER	ANK	DRAWN BY
DATE	3/30/2019	REVIEWED BY
PROJECT ID		148
SHEET TITLE		

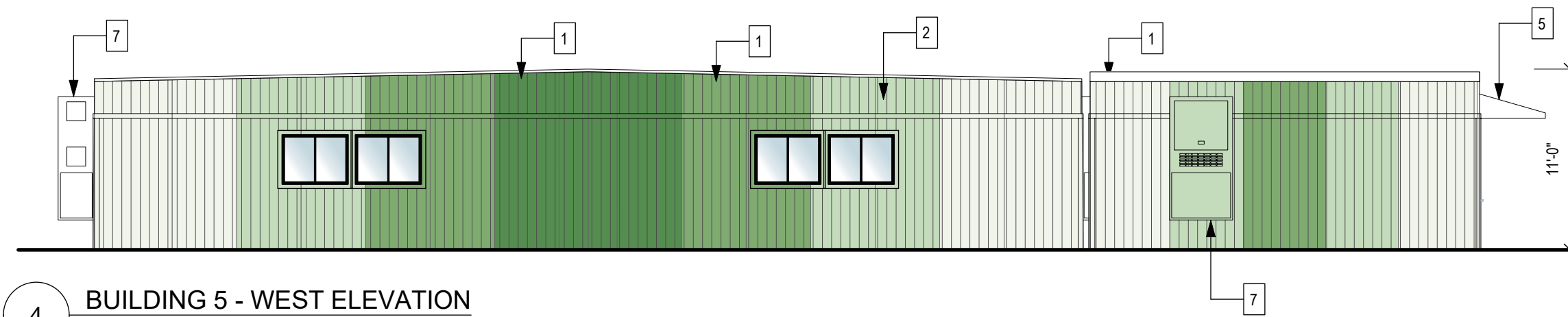
PROPOSED SITE PLANS COMBINED

SHEET NO.

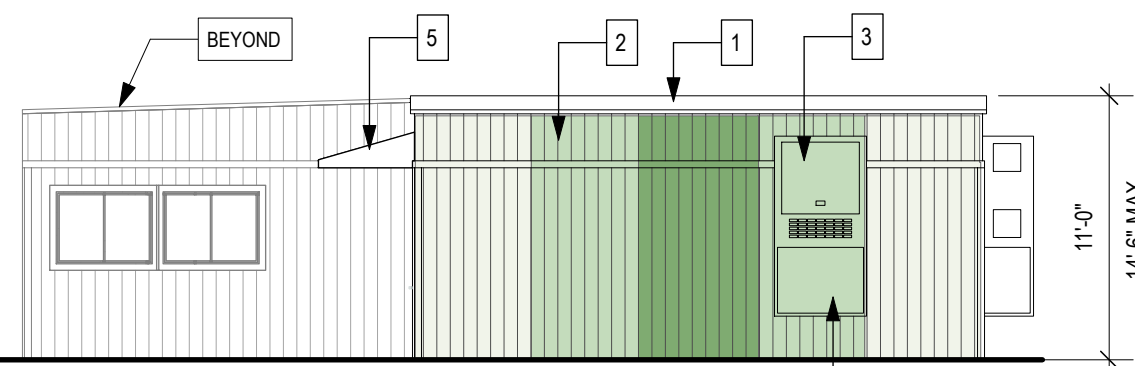
AA102



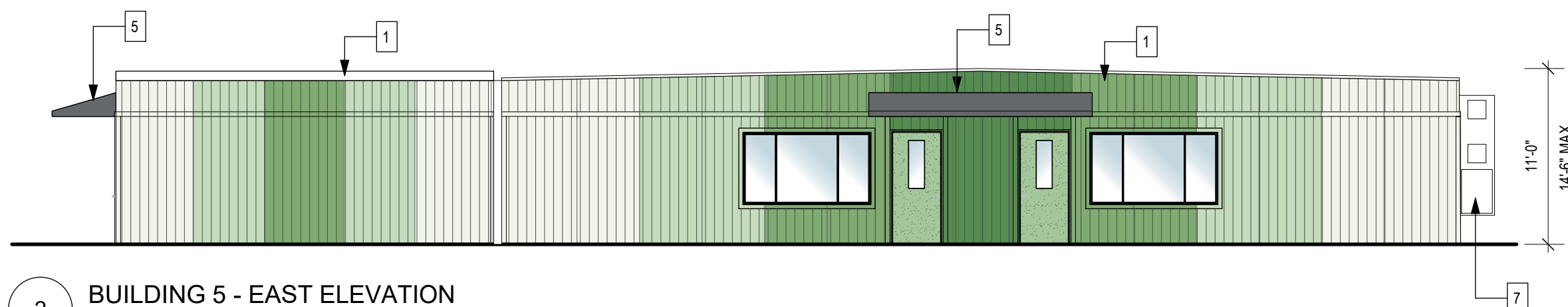
1 SCHEMATIC FLOOR PLAN -BUILDING 5
Scale: 1/8" = 1'-0"



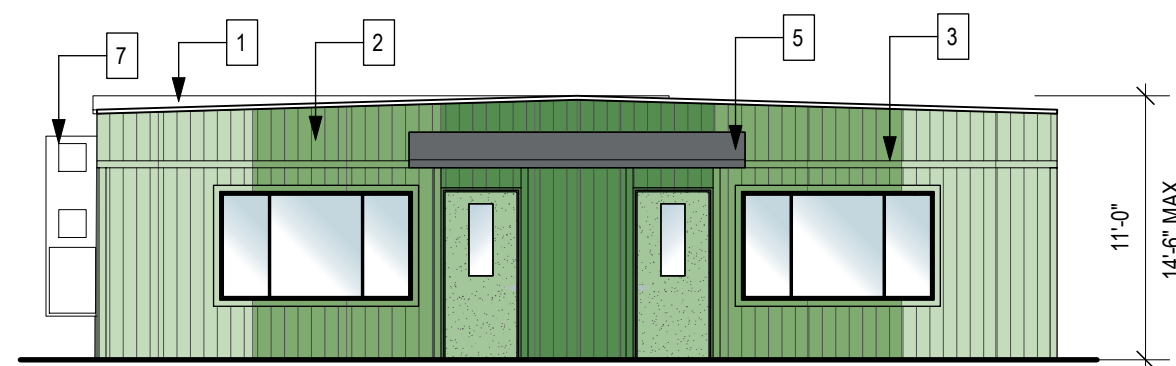
4 BUILDING 5 - WEST ELEVATION
Scale: 1/8" = 1'-0"



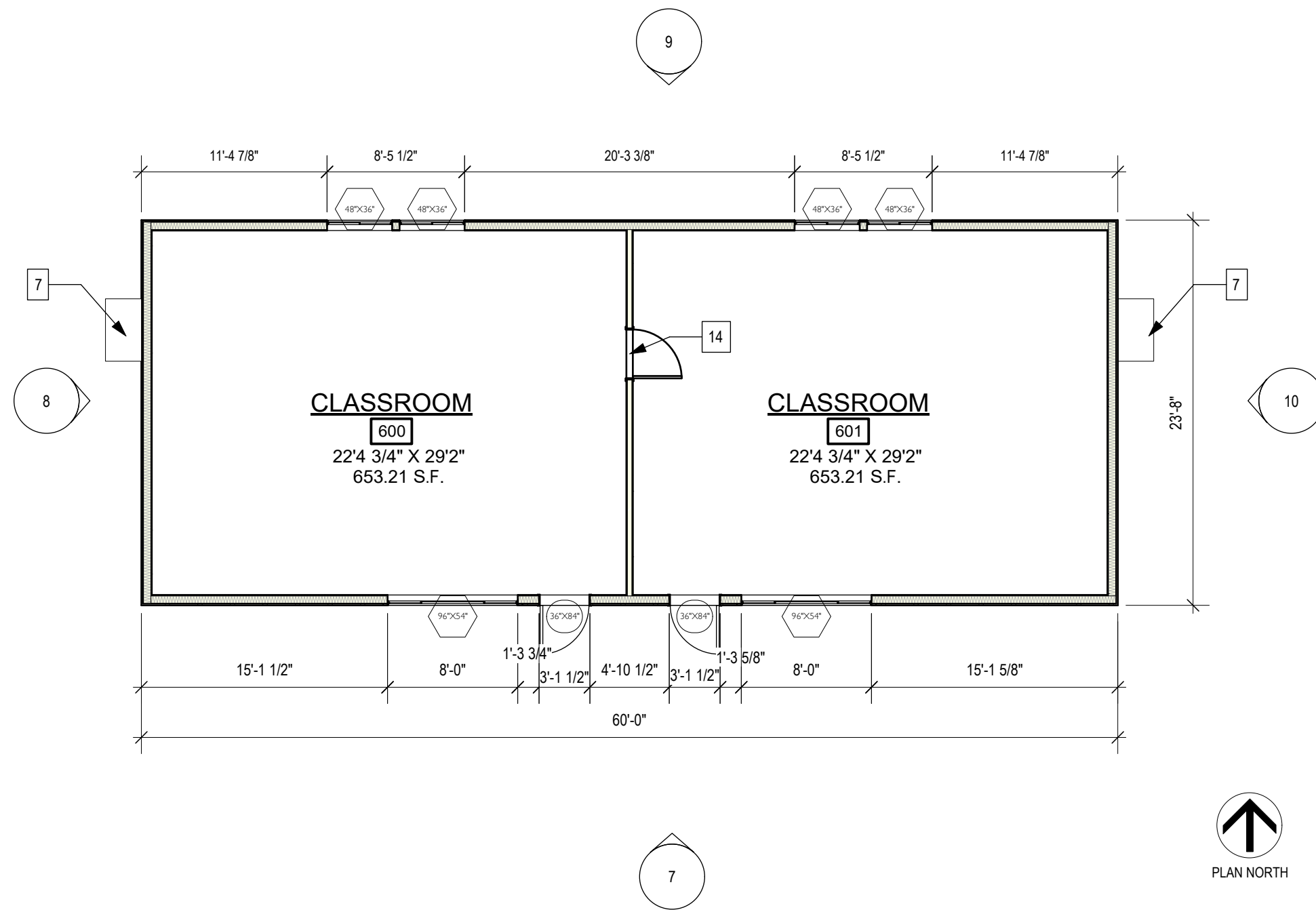
5 BUILDING 5 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



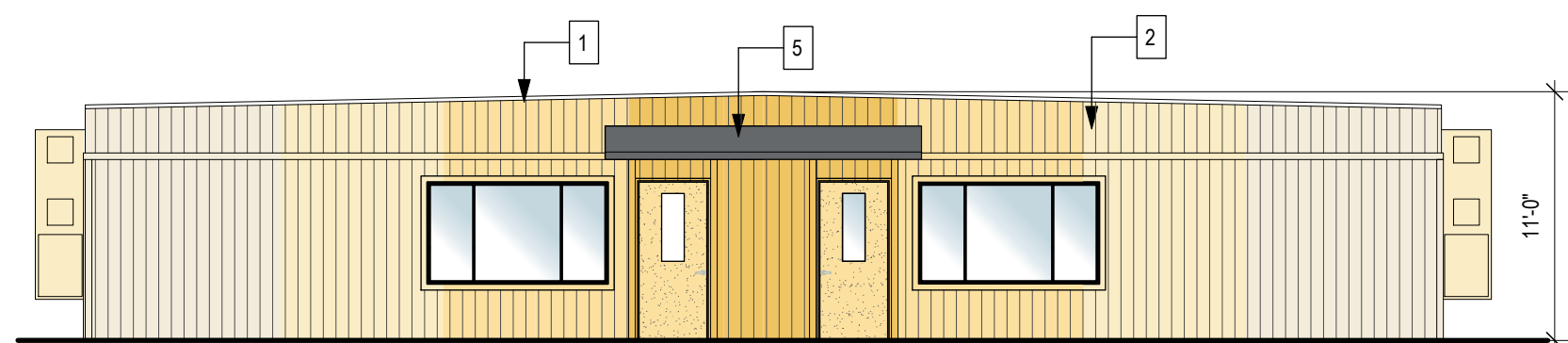
2 BUILDING 5 - EAST ELEVATION
Scale: 1/8" = 1'-0"



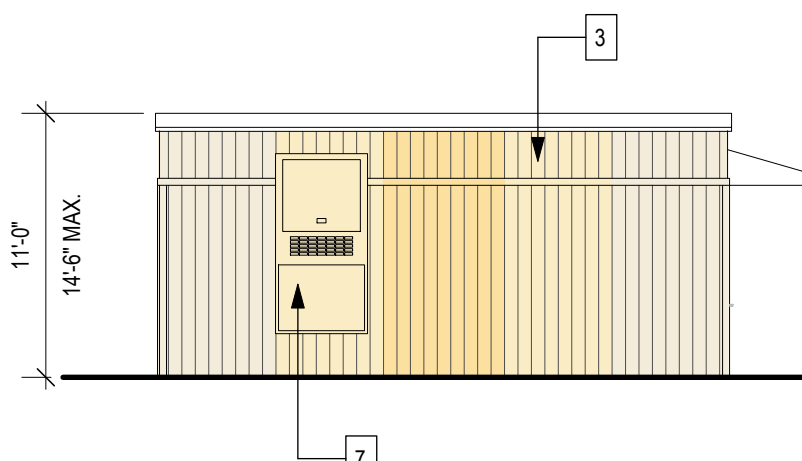
3 BUILDING 5 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"



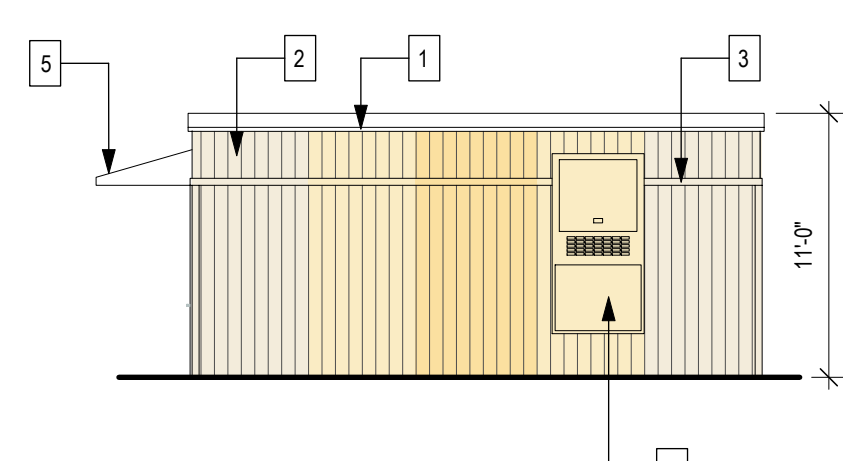
6 SCHEMATIC FLOOR PLAN-BLDG 6
Scale: 1/8" = 1'-0"



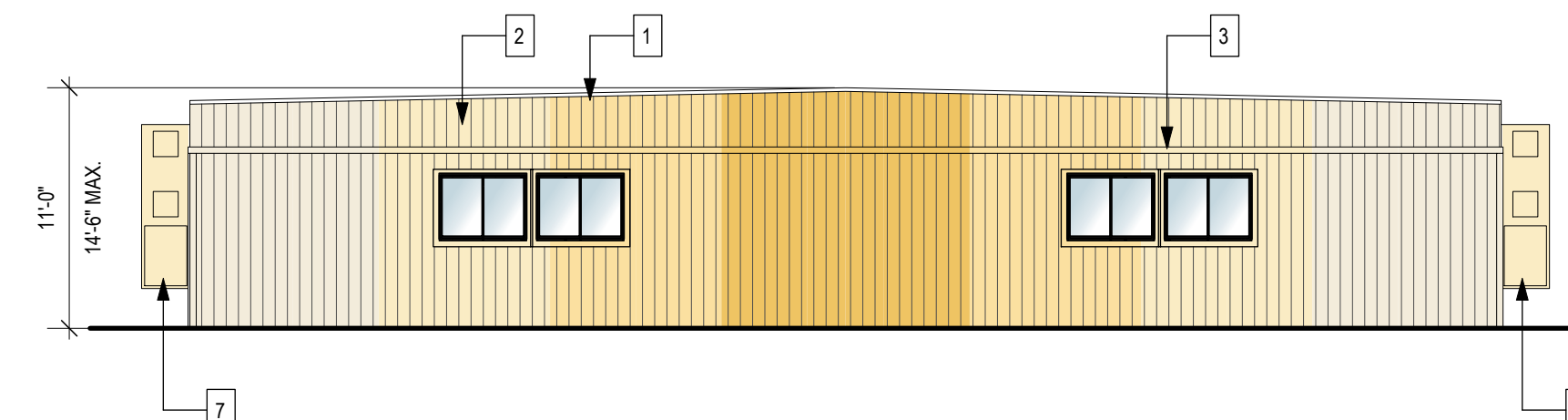
7 BUILDING 6- SOUTH ELEVATION
Scale: 1/8" = 1'-0"



8 BUILDING 6 - WEST ELEVATION
Scale: 1/8" = 1'-0"



10 BUILDING 6 - EAST ELEVATION
Scale: 1/8" = 1'-0"

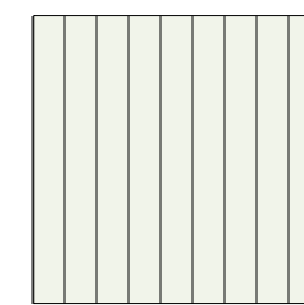


9 BUILDING 6 - NORTH ELEVATION
Scale: 1/8" = 1'-0"

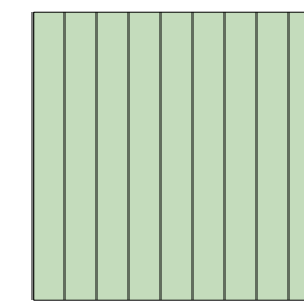
PLAN & ELEVATION NOTES

1. STATE APPROVED MODULAR CLASSROOM BUILDING.
2. PAINTED T-111 SIDING.
3. TRIM BOARDS
4. CONCRETE FOUNDATION
5. AWNING OVER ALL ENTRANCES, MIN. 4'-0" PROJECTION.
6. CAST IN PLACE CONCRETE PATIO & STAIRS. GUADRAILS NEEDED WHEN HEIGHT EXCEEDS 30" ABOVE ADJACENT GRADE.
7. ELECTRIC HEAT PUMP. WALL MOUNTED ON EXTERIOR OF BLDG. TO PROVIDE AIR CONDITIONING, HEAT AND VENTILATION.
8. ADA COMPLIANT RAMP
9. STAIRS
10. PLANTER FOR TREE.
11. RISERS FOR PERFORMANCE
12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
13. N/A
14. ADJOINING CLASSROOM DOORS.

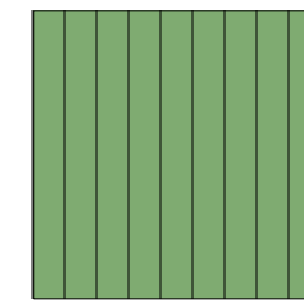
ELEVATION MATERIAL LEGEND: BUILDING 5



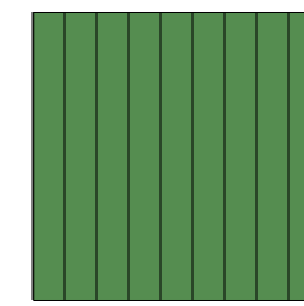
MAT'L: T-111 SIDING
PAINT: GR-W10 CALCIUM
MFG: BEHR



MAT'L: T-111 SIDING
PAINT: M390-3 GALWAY
MFG: BEHR

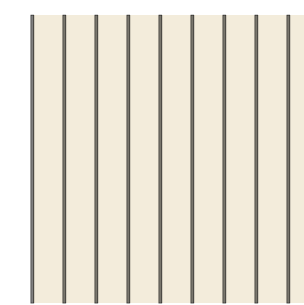


MAT'L: T-111 SIDING
PAINT: M390-5 SAGE GARDEN
MFG: BEHR

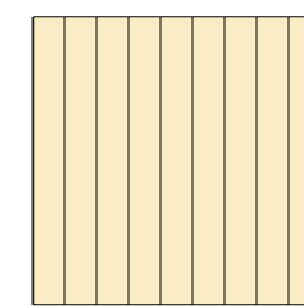


MAT'L: T-111 SIDING
PAINT: M390-6 BELFAST
MFG: BEHR

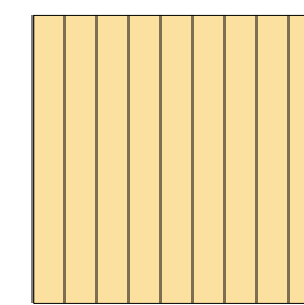
ELEVATION MATERIAL LEGEND: BUILDING 6



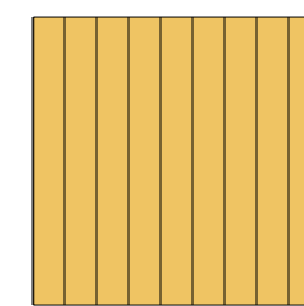
MAT'L: T-111 SIDING
PAINT: BM OC 1465 - LINEN, WHITE
MFG: BENJAMIN MOORE



MAT'L: T-111 SIDING
PAINT: BM 295 - CANDLELIT DINNER
MFG: BENJAMIN MOORE

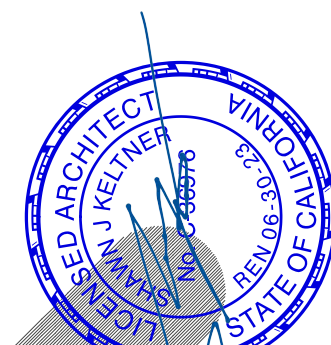


MAT'L: T-111 SIDING
PAINT: BM 297 - GOLDEN HONEY
MFG: BENJAMIN MOORE



MAT'L: T-111 SIDING
PAINT: BM 299 - FIREFLY
MFG: BENJAMIN MOORE

ARCHITECT



KELTNERCO
KELTNERCO ARCHITECTS, INC.
3737 AGUILAR ST.
LOS ANGELES, CA 90065
(213) 309-0121

PROJECT

SYCAMORE CREEK CCS
4321 CERRITOS AVE.
CYPRESS, CA 90630

Notes
1. N/A
2. PAINTED T-111 SIDING

OWNER
REDHOOK CAPITAL PARTNERS
2120 E. GRAND AVE., SUITE 135
EL SEGUNDO, CA 90245
C/O: DAVID HYUN

STRUCTURAL CONSULTANT

TBD
TBD
TBD
TBD

MEP CONSULTANT

VCA ENGINEERS INC.
VIRGIL C. AOANON, P.E., S.E., QSD
1041 S GARFIELD AVE.
ALHAMBRA, CA 91801
323-729-6098

STAMP

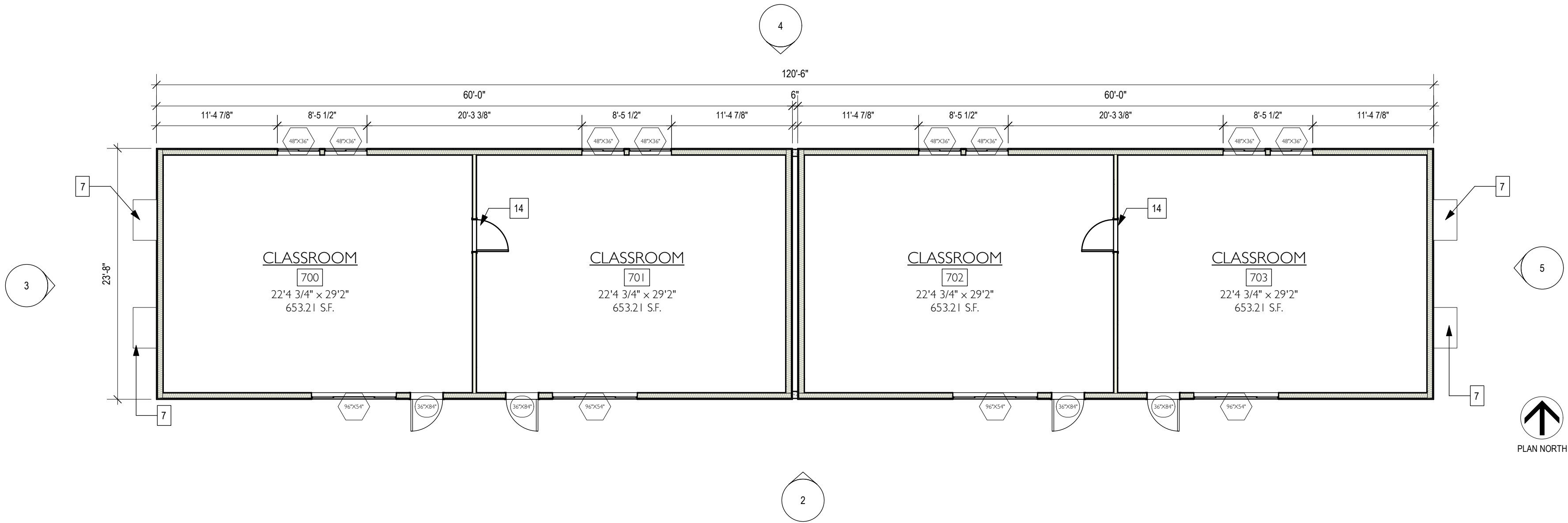
REV.	DATE	DESCRIPTION
C	5/23/23	PRELIMINARY PROJECT REVIEW BACKCHECK
B	2/24/23	PRELIMINARY PROJECT REVIEW
A	2/21/23	DRAFT PROGRESS SET
NO.	DATE	ISSUE NOTE
PROJECT MANAGER	ANK	DRAWN BY
DATE	3/30/2019	REVIEWED BY
PROJECT ID	148	

SHEET TITLE

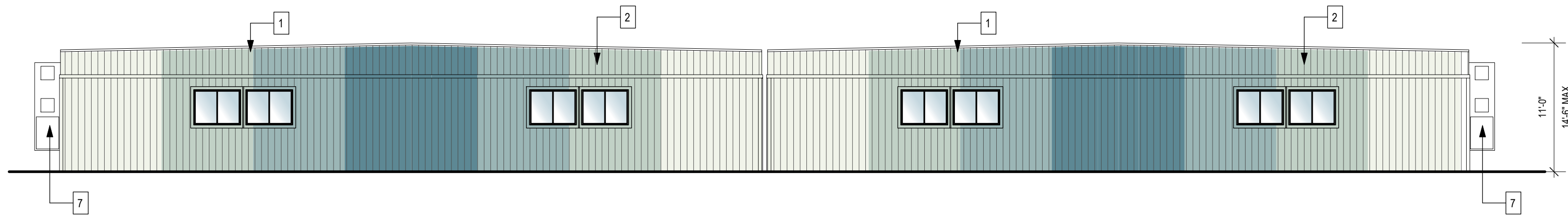
BLDG 5 & 6
PROPOSED FLOOR
PLAN + ELEVATIONS

SHEET NO.

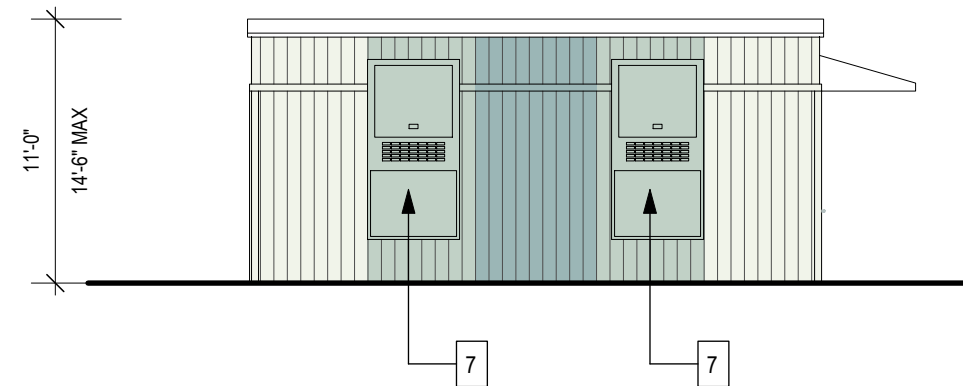
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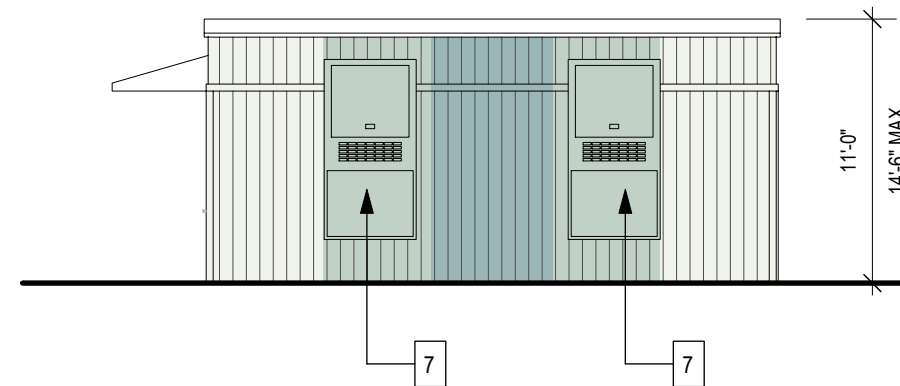
1 SCHEMATIC FLOOR PLAN - BUILDING 7
Scale: 1/8" = 1'-0"



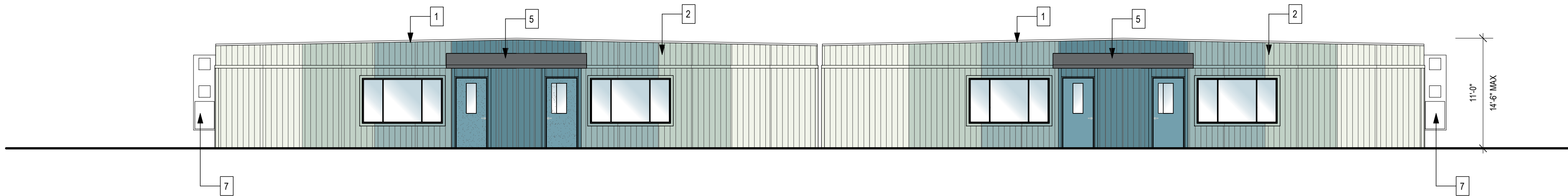
4 BUILDING 7 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



3 BUILDING 7 - WEST ELEVATION
Scale: 1/8" = 1'-0"



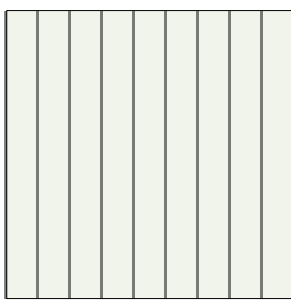
5 BUILDING 7 - EAST ELEVATION
Scale: 1/8" = 1'-0"



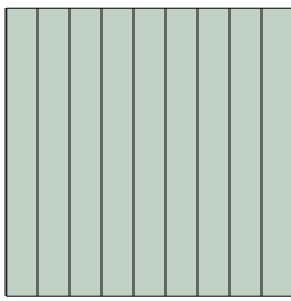
2 BUILDING 7 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"

- PLAN & ELEVATION NOTES**
1. STATE APPROVED MODULAR CLASSROOM BUILDING.
 2. PAINTED T-111 SIDING.
 3. TRIM BOARDS
 4. CONCRETE FOUNDATION
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 8. ADA COMPLIANT RAMP
 9. STAIRS
 10. PLANTER FOR TREE.
 11. RISERS FOR PERFORMANCE
 12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
 13. N/A
 14. ADJOINING CLASSROOM DOORS.

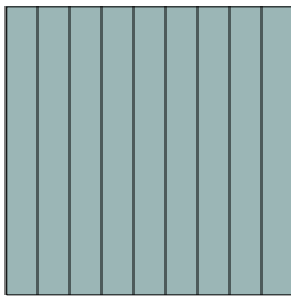
ELEVATION MATERIAL LEGEND: BUILDING 7



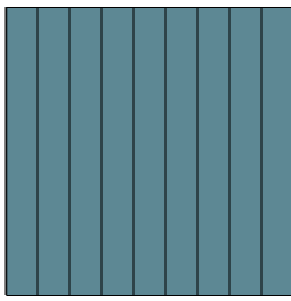
MAT'L: T-111 SIDING
PAINT: GR-W10 CALCIUM
MFG: BEHR



MAT'L: T-111 SIDING
PAINT: HC-144 PALLADIAN BLUE
MFG: BENJAMIN MOORE

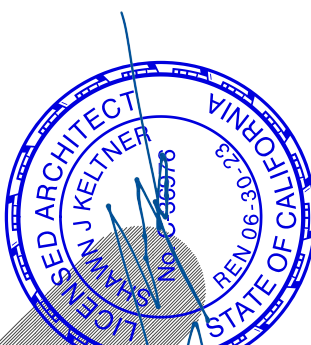


MAT'L: T-111 SIDING
PAINT: HC-149 BUXTON BLUE
MFG: BENJAMIN MOORE



MAT'L: T-111 SIDING
PAINT: HC-151 BUCKLAND BLUE
MFG: BENJAMIN MOORE

ARCHITECT



KELTNERCO
KELTNERCO ARCHITECTS, INC.
3737 AGUILAR ST.
LOS ANGELES, CA 90065
(213) 309-0121

PROJECT

SYCAMORE CREEK CCS
4321 CERRITOS AVE.
CYPRESS, CA 90630

OWNER

REDHOOK CAPITAL PARTNERS
2120 E. GRAND AVE., SUITE 135
EL SEGUNDO, CA 90245
C/O: DAVID HYUN

STRUCTURAL CONSULTANT

TBD
TBD
TBD
TBD

MEP CONSULTANT

VCA ENGINEERS INC.
VIRGIL C. AOANON, P.E., S.E., QSD
1041 S GARFIELD AVE.
ALHAMBRA, CA 91801
323-729-6098

STAMP

REV. DATE DESCRIPTION

C	5/23/23	PRELIMINARY PROJECT REVIEW BACKCHECK
B	2/24/23	PRELIMINARY PROJECT REVIEW
A	2/21/23	DRAFT PROGRESS SET

NO. DATE ISSUE NOTE

PROJECT MANAGER ANK DRAWN BY

DATE 3/30/2019 REVIEWED BY

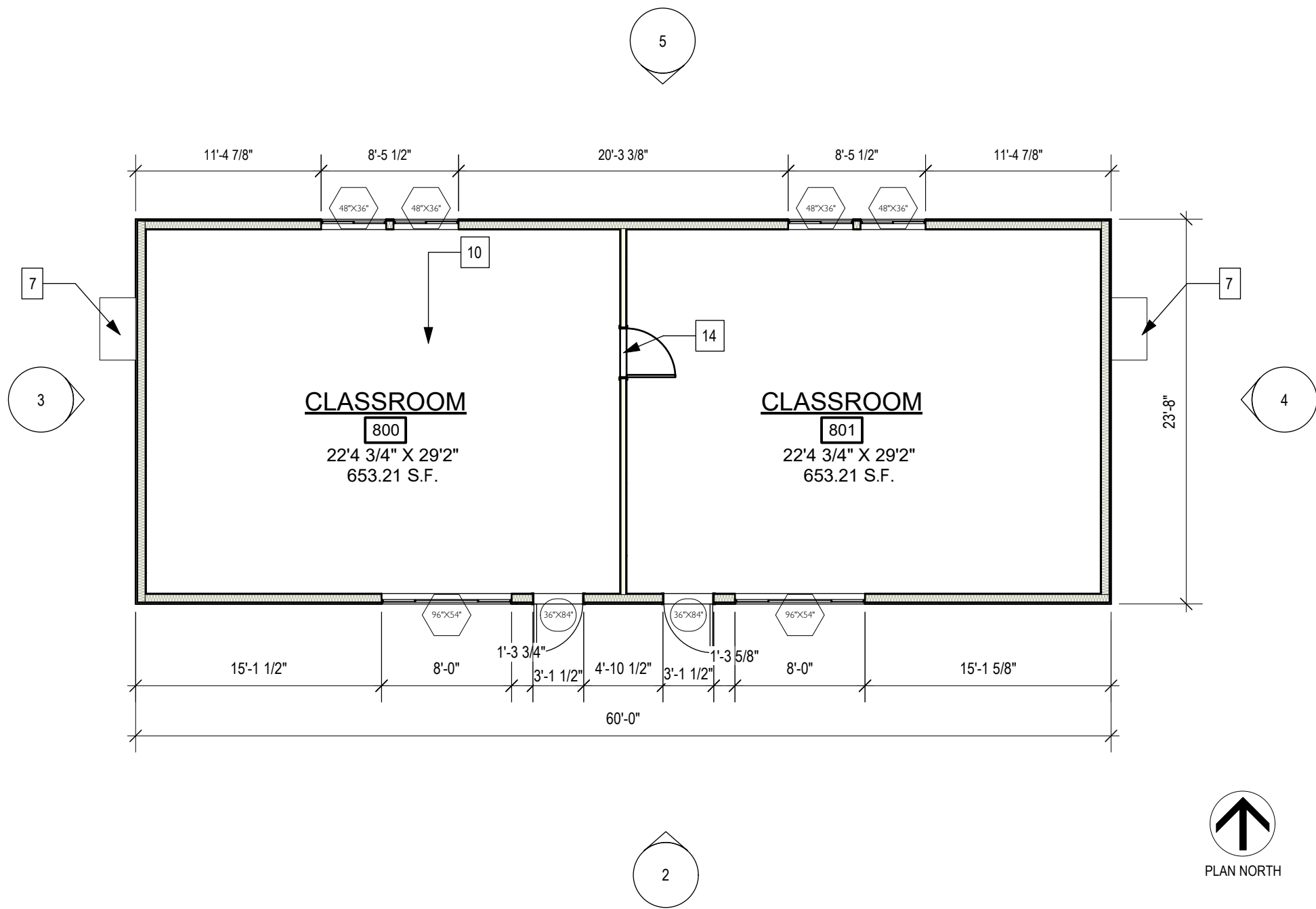
PROJECT ID 148

SHEET TITLE

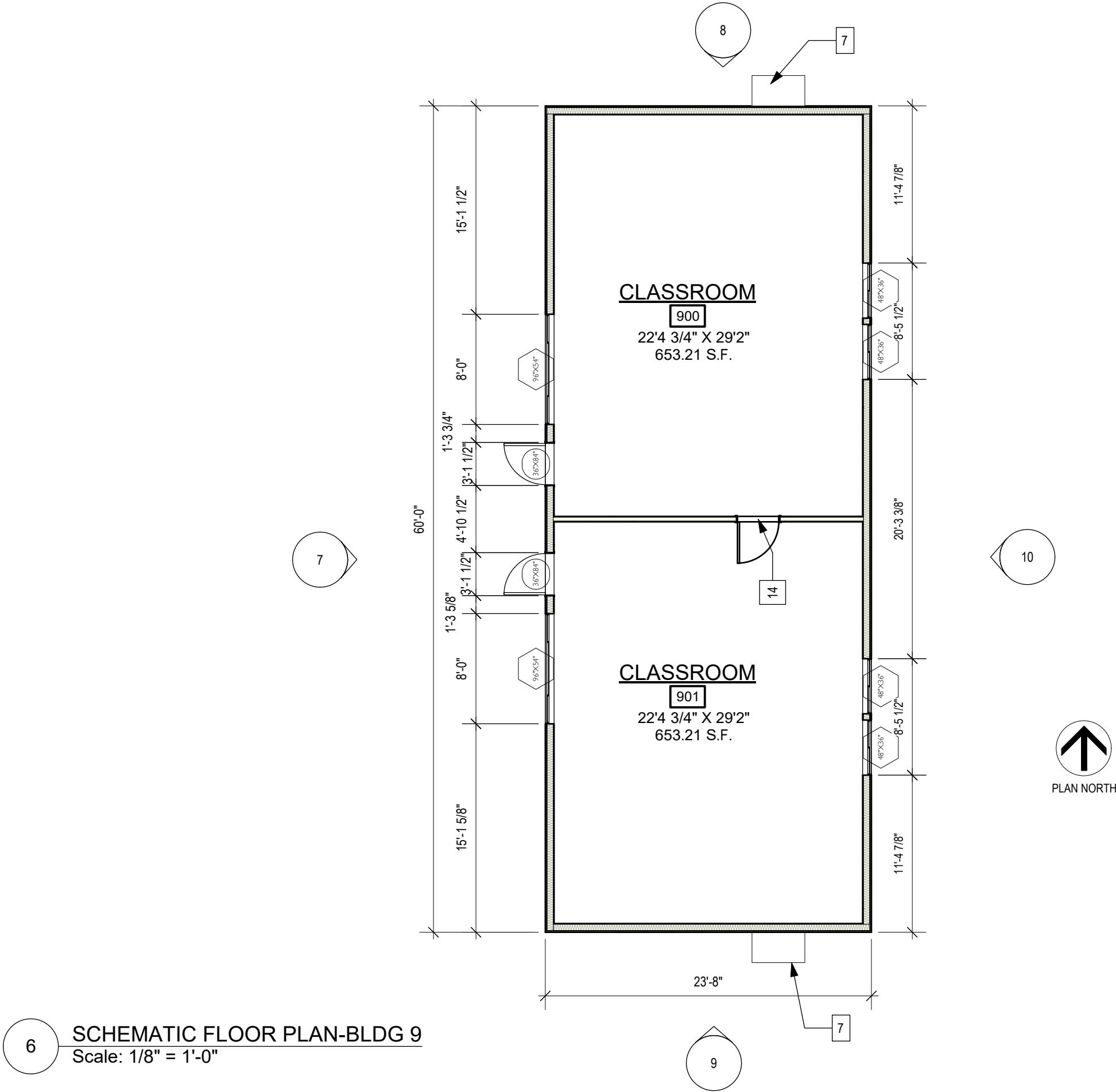
BLDG 7 PROPOSED
FLOOR PLAN +
ELEVATIONS

SHEET NO.

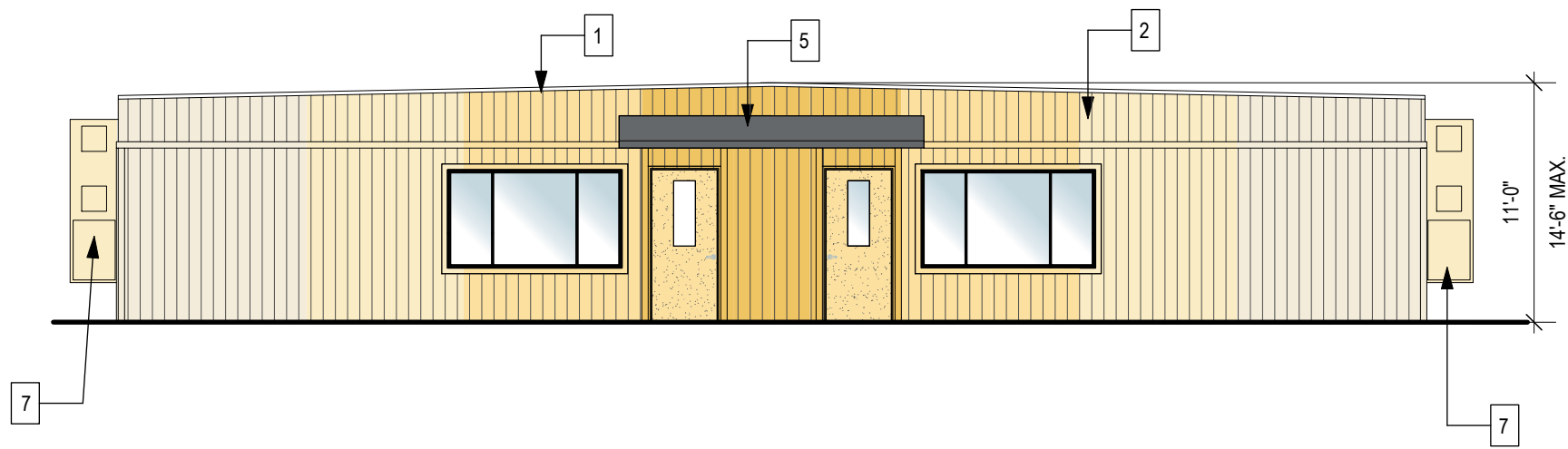
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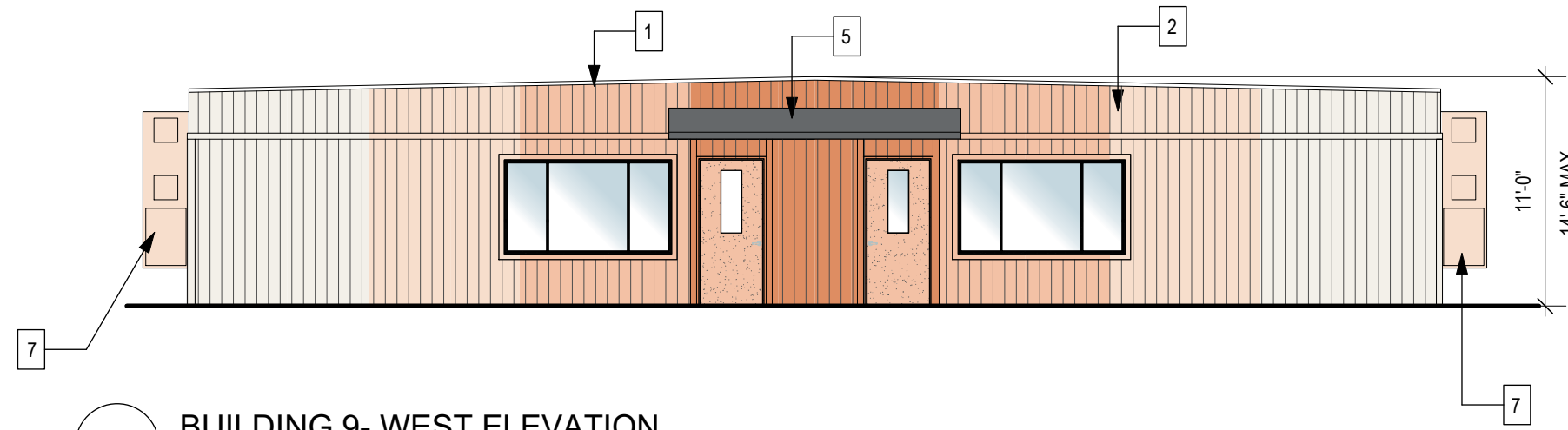
1 SCHEMATIC FLOOR PLAN-BLDG 8
Scale: 1/8" = 1'-0"



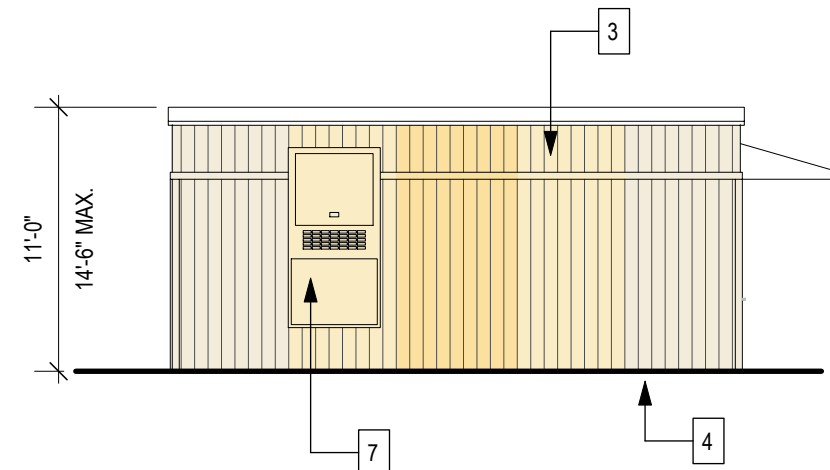
6 SCHEMATIC FLOOR PLAN-BLDG 9
Scale: 1/8" = 1'-0"



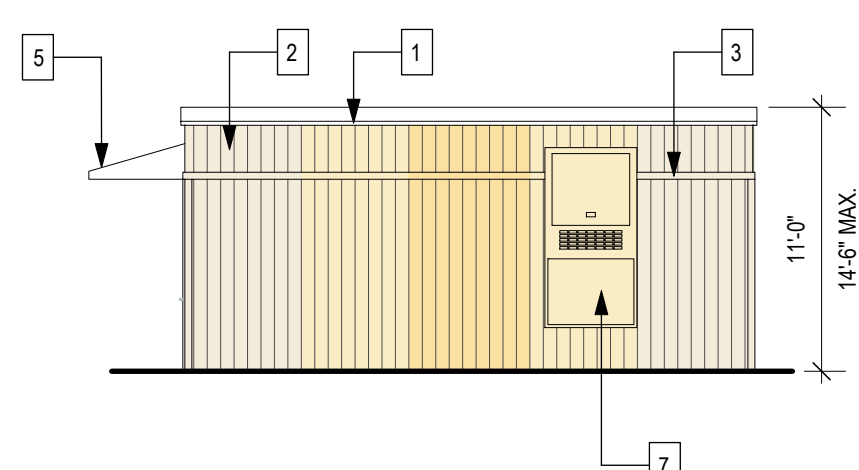
2 BUILDING 8 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"



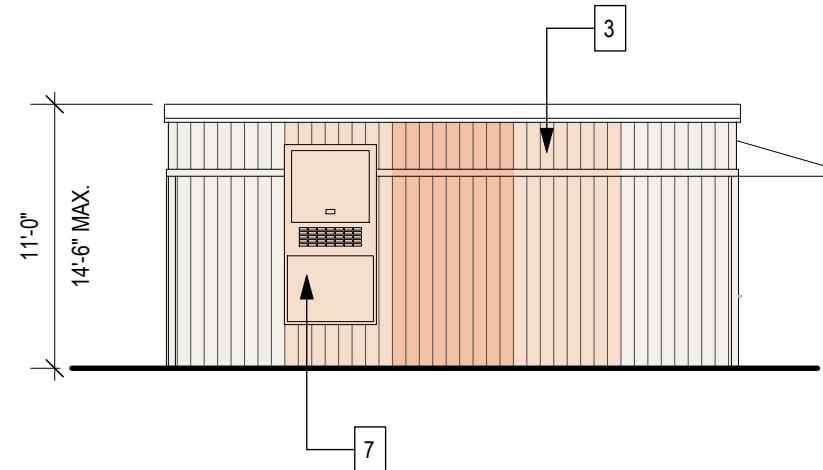
7 BUILDING 9 - WEST ELEVATION
Scale: 1/8" = 1'-0"



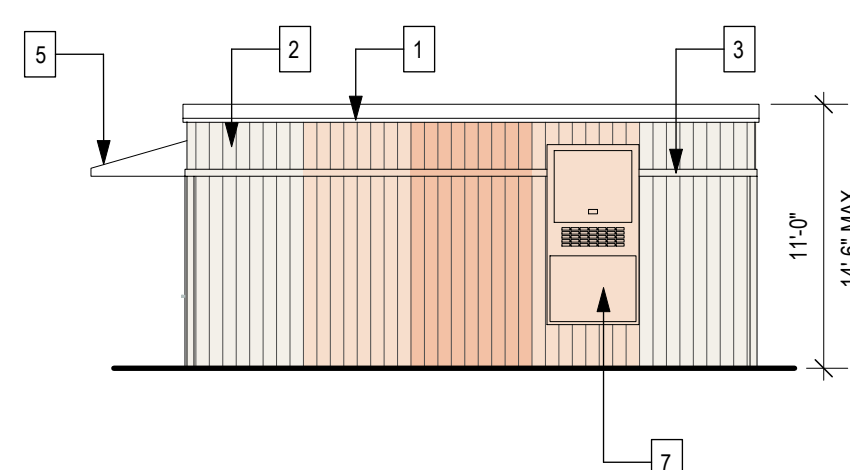
3 BUILDING 8 - WEST ELEVATION
Scale: 1/8" = 1'-0"



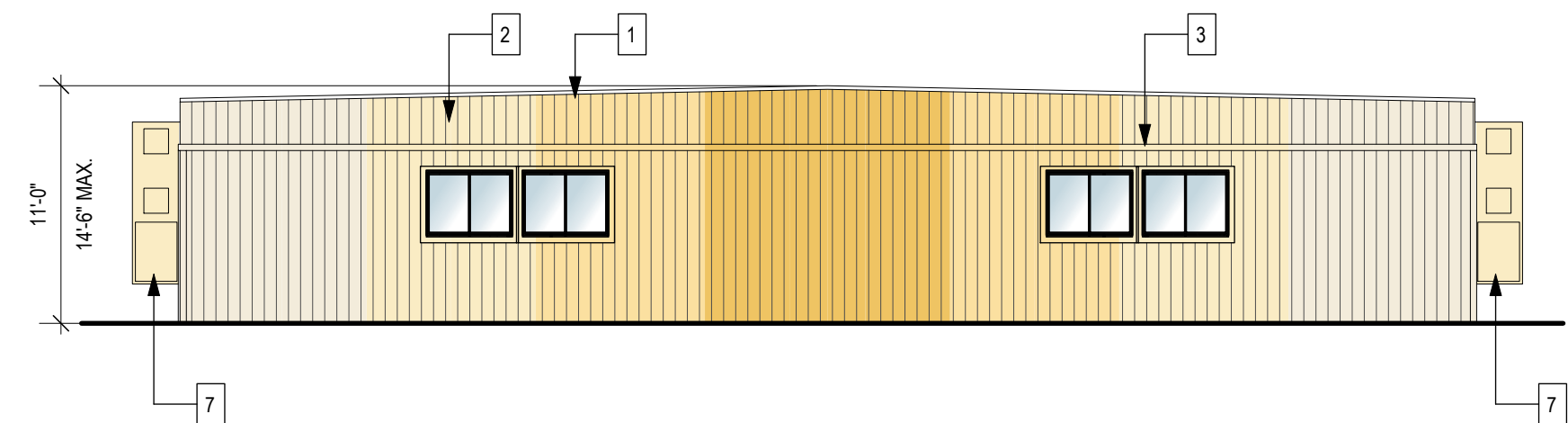
4 BUILDING 8 - EAST ELEVATION
Scale: 1/8" = 1'-0"



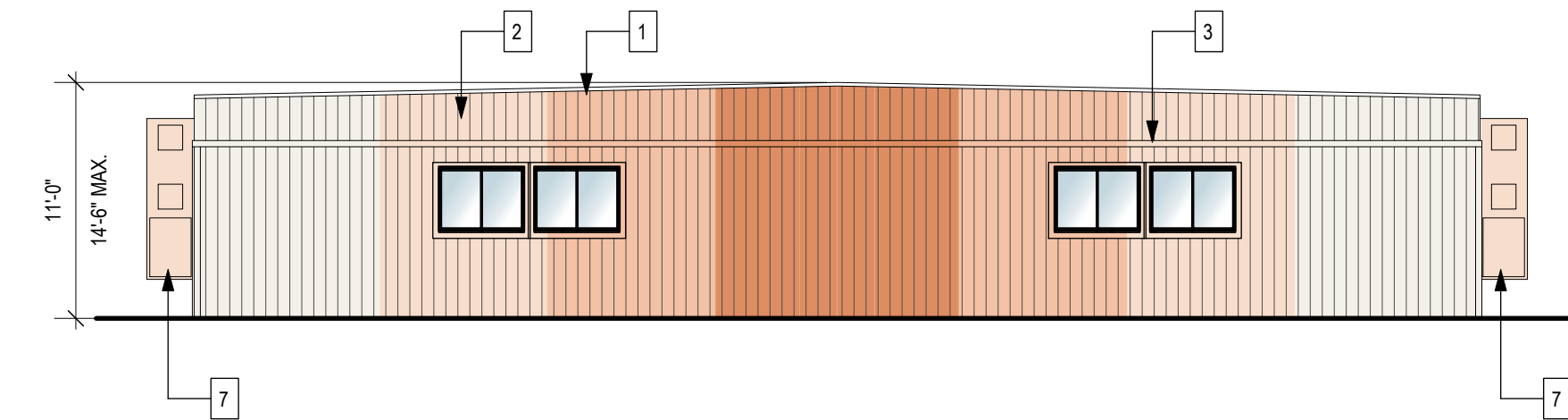
8 BUILDING 9 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



9 BUILDING 9 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"



5 BUILDING 8 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



10 BUILDING 9 - EAST ELEVATION
Scale: 1/8" = 1'-0"

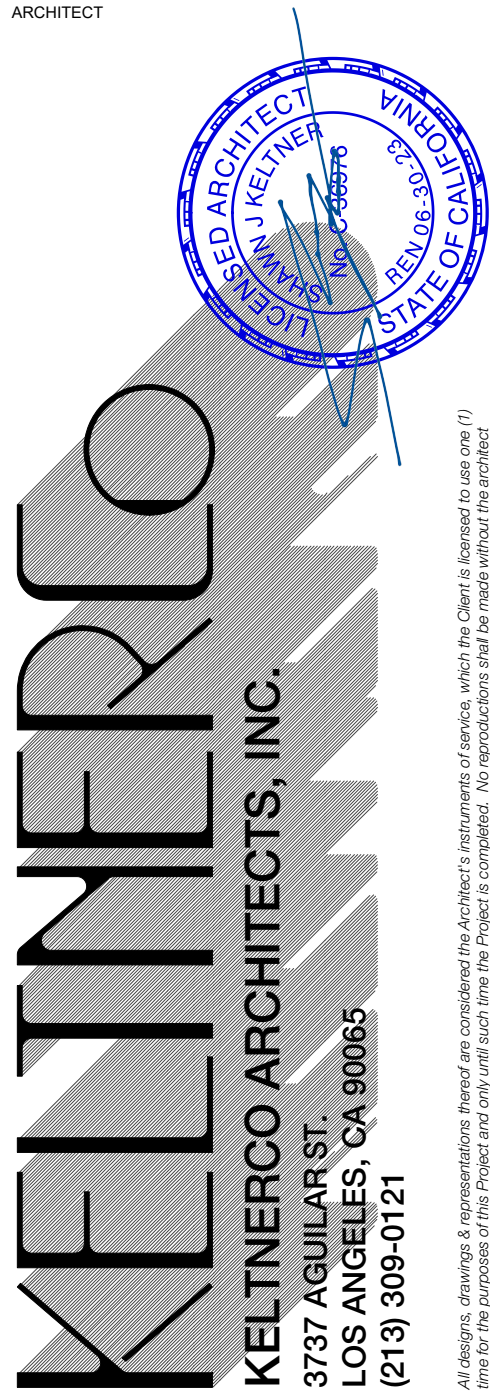
- PLAN & ELEVATION NOTES**
1. STATE APPROVED MODULAR CLASSROOM BUILDING.
 2. PAINTED T-111 SIDING.
 3. TRIM BOARDS
 4. CONCRETE FOUNDATION
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 10. PLANTER FOR TREE.
 11. RISERS FOR PERFORMANCE
 12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
 13. N/A
 14. ADJOINING CLASSROOM DOORS.

ELEVATION MATERIAL LEGEND: BUILDING 8

- MAT'L: T-111 SIDING
PAINT: BM 295 - CANDLELIT DINNER
MFG: BENJAMIN MOORE
- MAT'L: T-111 SIDING
PAINT: BM 297 - GOLDEN HONEY
MFG: BENJAMIN MOORE
- MAT'L: T-111 SIDING
PAINT: BM 299 - FIREFLY
MFG: BENJAMIN MOORE

ELEVATION MATERIAL LEGEND: BUILDING 9

- MAT'L: T-111 SIDING
PAINT: BM OC 145 - ATRIUM WHITE
MFG: BENJAMIN MOORE
- MAT'L: T-111 SIDING
PAINT: BM 64 - NAUTILUS SHELL
MFG: BENJAMIN MOORE
- MAT'L: T-111 SIDING
PAINT: BM 67 - DEL RAY PEACH
MFG: BENJAMIN MOORE
- MAT'L: T-111 SIDING
PAINT: BM 69 - GOLDEN CHERRY
MFG: BENJAMIN MOORE



PROJECT
SYCAMORE CREEK CCS
4321 CERRITOS AVE.
CYPRESS, CA 90630

OWNER
REDHOOK CAPITAL PARTNERS
2120 E. GRAND AVE., SUITE 135
EL SEGUNDO, CA 90245
C/O: DAVID HYUN

STRUCTURAL CONSULTANT
TBD
TBD
TBD
TBD

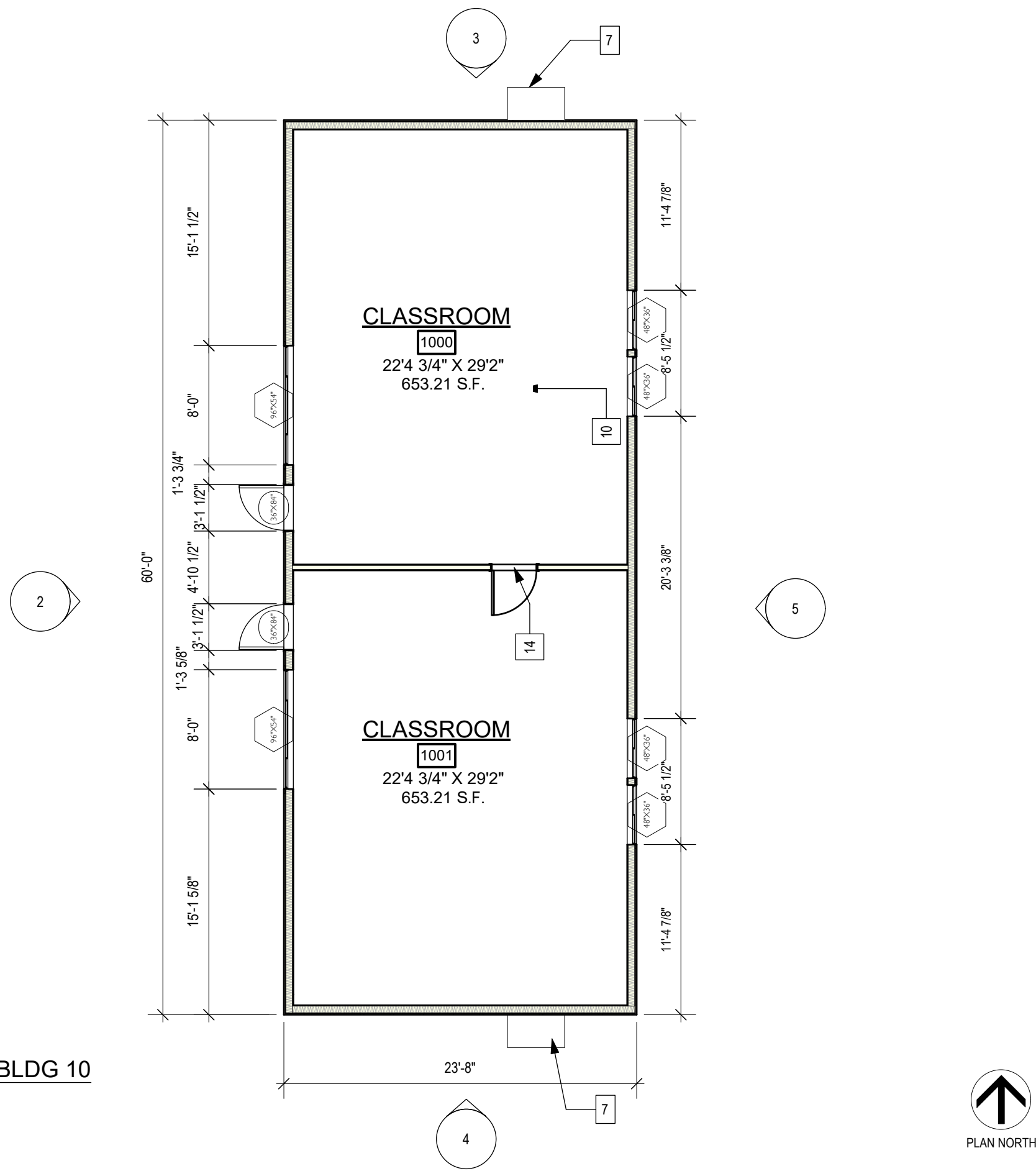
MEP CONSULTANT
VCA ENGINEERS INC.
VIRGIL C. AOANON, P.E., S.E., QSD
1041 S GARFIELD AVE.
ALHAMBRA, CA 91801
323-729-6098

STAMP

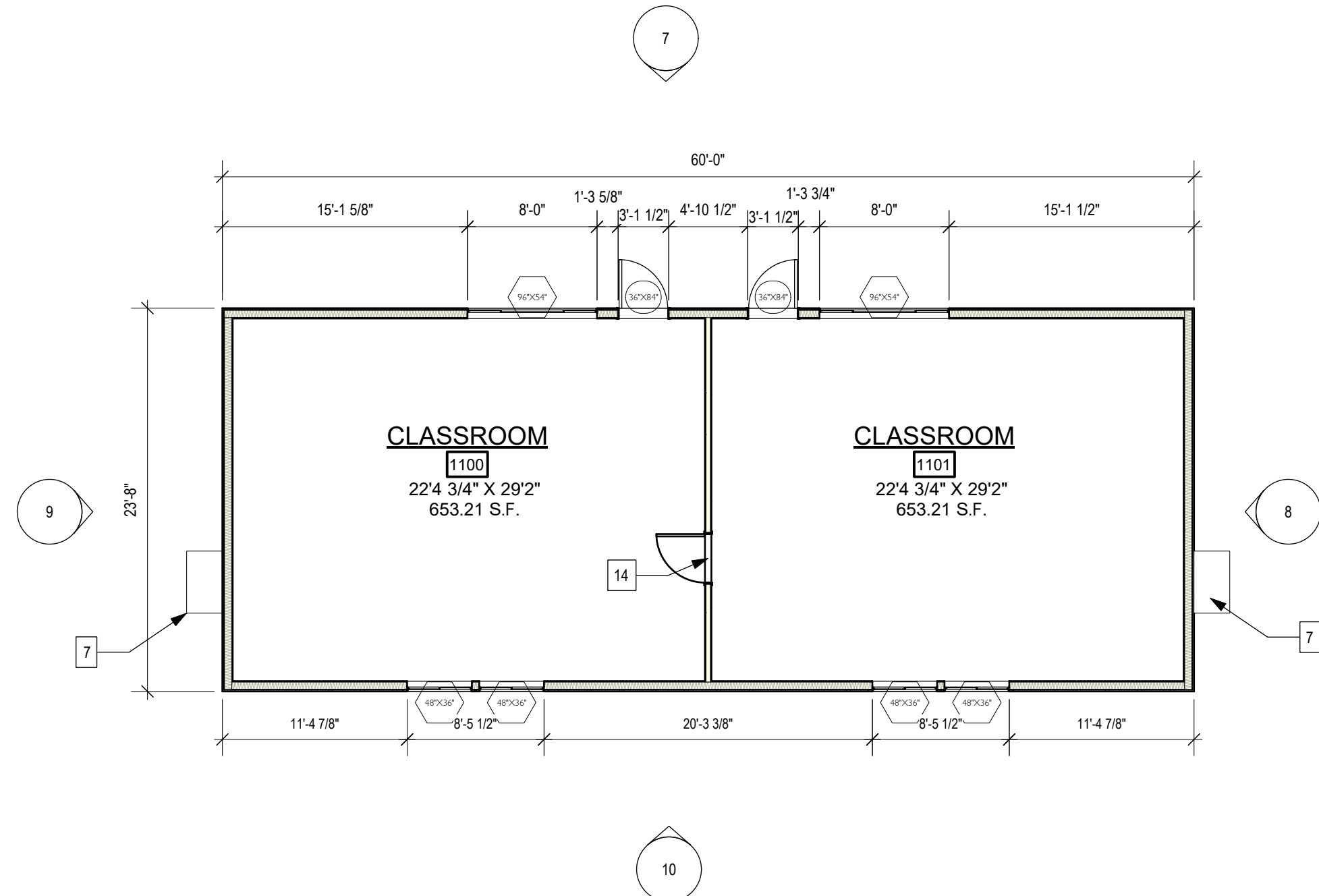
REV.	DATE	DESCRIPTION
C	5/23/23	PRELIMINARY PROJECT REVIEW BACKCHECK
B	2/24/23	PRELIMINARY PROJECT REVIEW
A	2/21/23	DRAFT PROGRESS SET
NO.	DATE	ISSUE NOTE
PROJECT MANAGER	ANK	DRAWN BY
DATE	3/30/2019	REVIEWED BY
PROJECT ID	148	

SHEET TITLE
BLDG 8 & 9
PROPOSED FLOOR
PLAN + ELEVATIONS

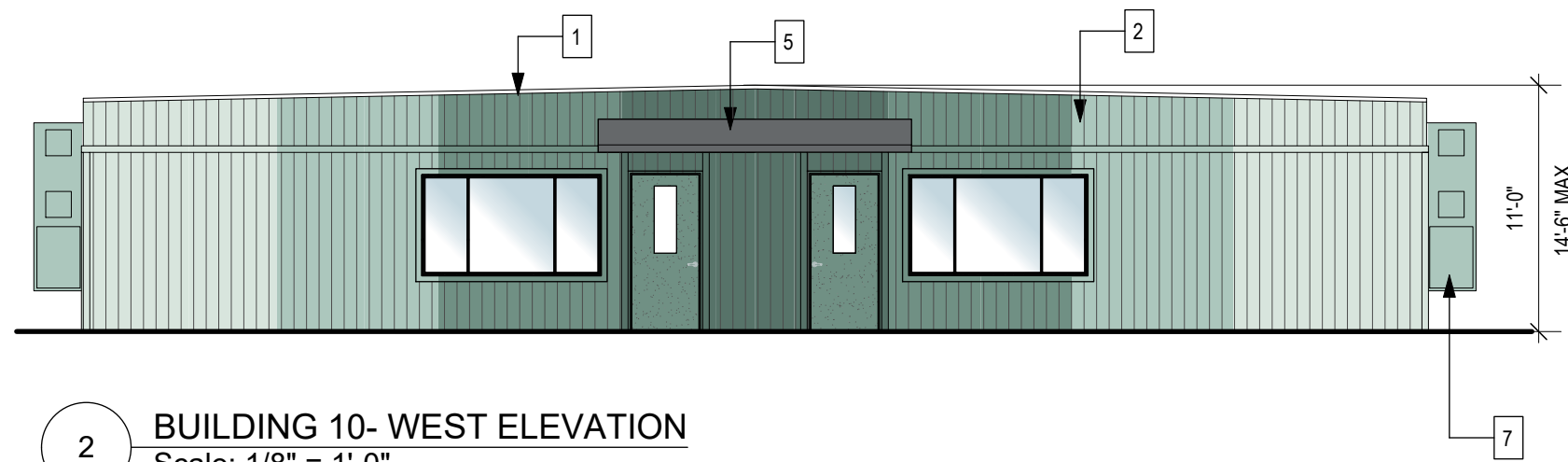
SHEET NO.
AA302



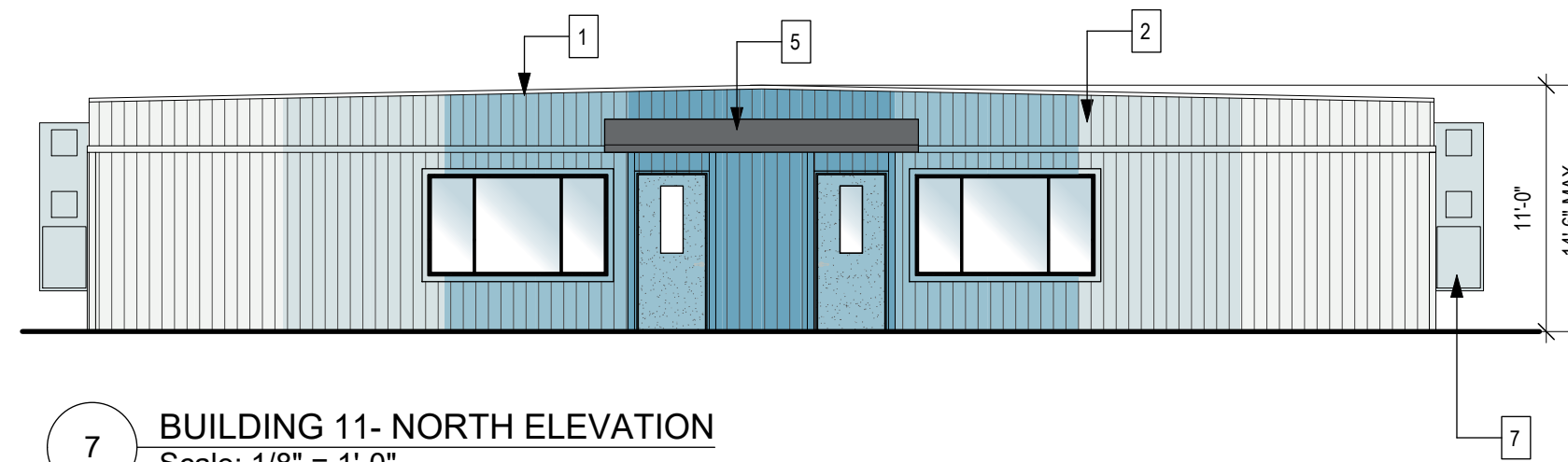
1 SCHEMATIC FLOOR PLAN-BLDG 10
Scale: 1/8" = 1'-0"



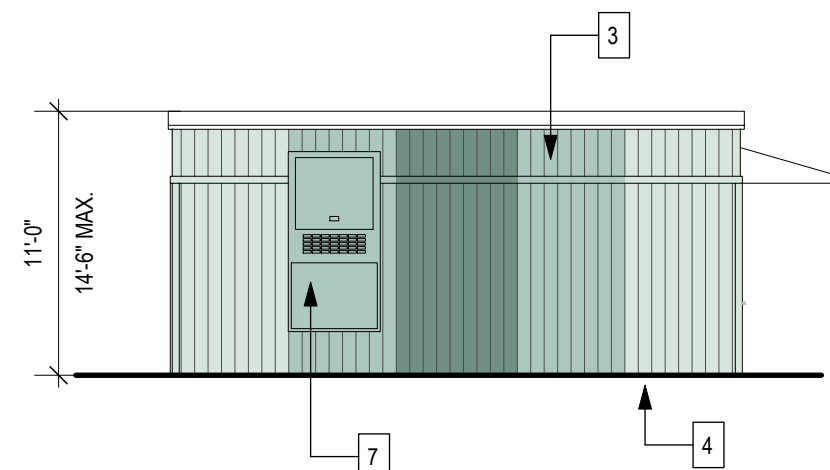
6 SCHEMATIC FLOOR PLAN-BLDG 11
Scale: 1/8" = 1'-0"



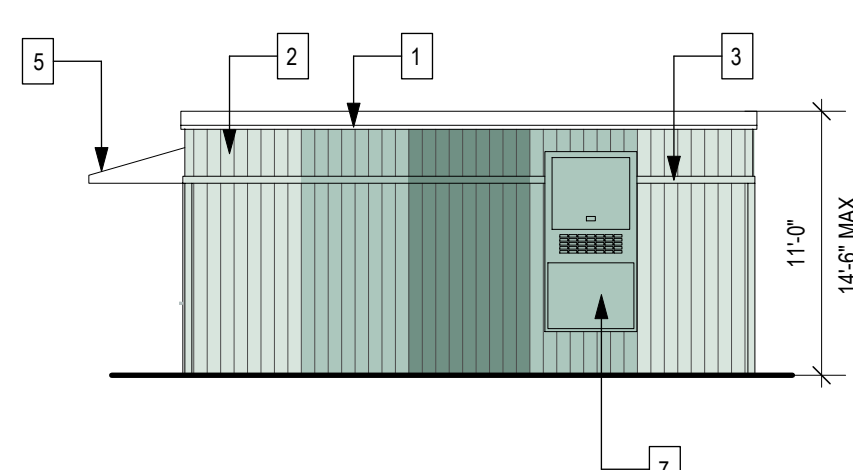
2 BUILDING 10- WEST ELEVATION
Scale: 1/8" = 1'-0"



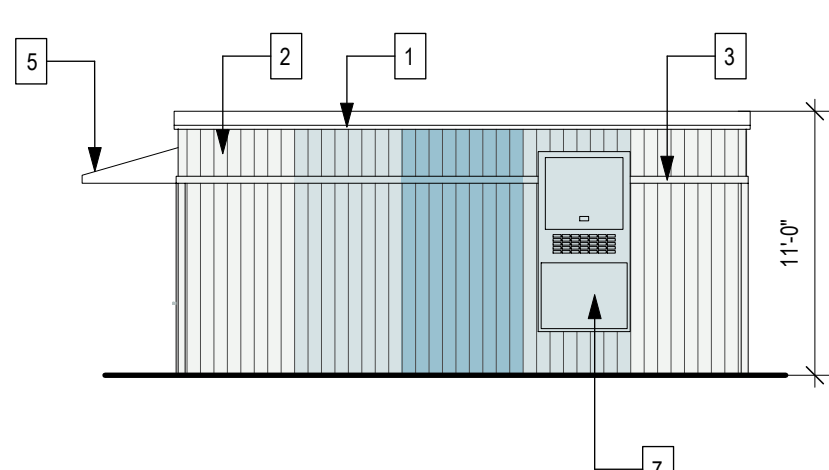
7 BUILDING 11- NORTH ELEVATION
Scale: 1/8" = 1'-0"



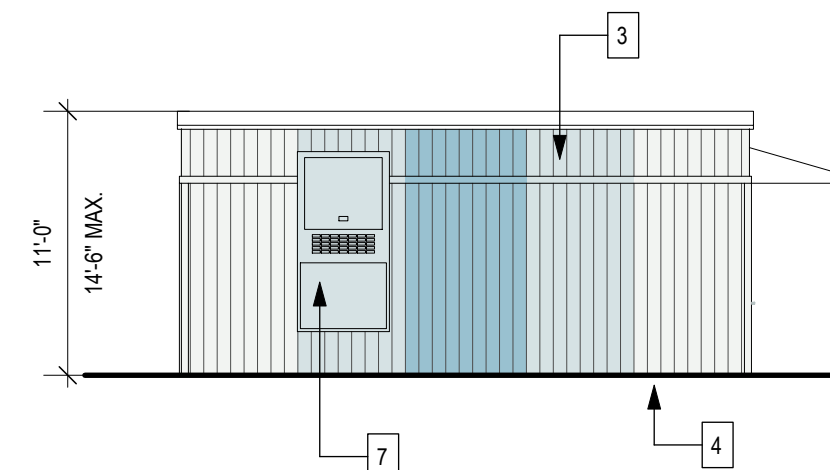
3 BUILDING 10 - NORTH ELEVATION
Scale: 1/8" = 1'-0"



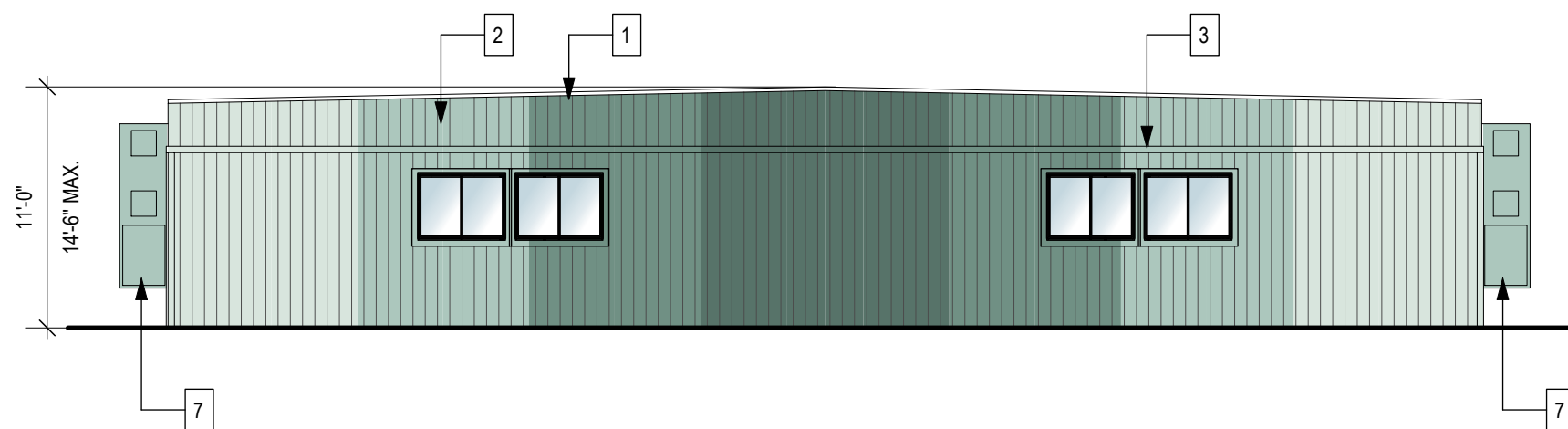
4 BUILDING 10 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"



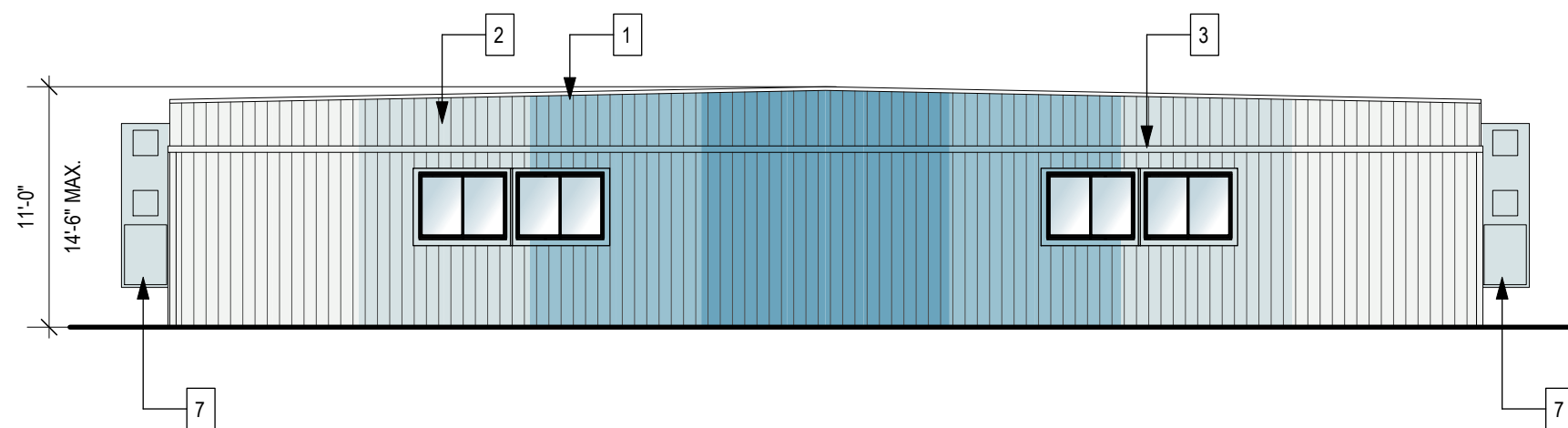
9 BUILDING 11 - WEST ELEVATION
Scale: 1/8" = 1'-0"



8 BUILDING 11 - EAST ELEVATION
Scale: 1/8" = 1'-0"



5 BUILDING 10 - EAST ELEVATION
Scale: 1/8" = 1'-0"

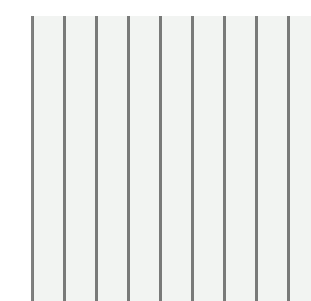


11 BUILDING 11 - SOUTH ELEVATION
Scale: 1/8" = 1'-0"

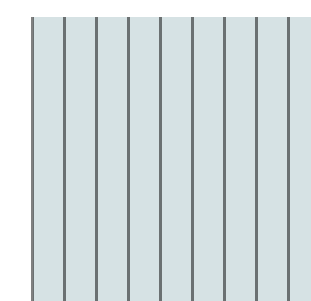
PLAN & ELEVATION NOTES

1. STATE APPROVED MODULAR CLASSROOM BUILDING.
2. PAINTED T-111 SIDING.
3. TRIM BOARDS
4. CONCRETE FOUNDATION
5. AWNING OVER ALL ENTRANCES, MIN. 4'-0" PROJECTION.
6. CAST IN PLACE CONCRETE PATIO & STAIRS. GUADRAILS NEEDED WHEN HEIGHT EXCEEDS 30" ABOVE ADJACENT GRADE.
7. ELECTRIC HEAT PUMP. WALL MOUNTED ON EXTERIOR OF BLDG. TO PROVIDE AIR CONDITIONING, HEAT AND VENTILATION.
8. ADA COMPLIANT RAMP
9. STAIRS
10. PLANTER FOR TREE.
11. RISERS FOR PERFORMANCE
12. CONCRETE PATIO, SLOPE 2% TO DRAINS.
13. N/A
14. ADJOINING CLASSROOM DOORS.

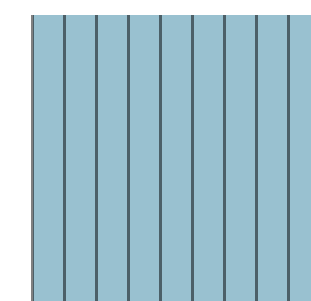
ELEVATION MATERIAL LEGEND: BUILDING 10



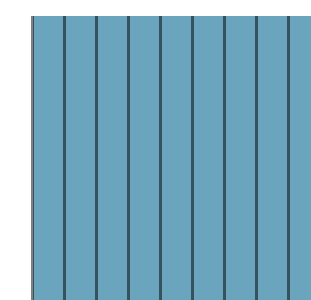
MAT'L: T-111 SIDING
PAINT: BM AF 540 - ICE MIST
MFG: BENJAMIN MOORE



MAT'L: T-111 SIDING
PAINT: BM AF 540 - CONSTELLATION
MFG: BENJAMIN MOORE

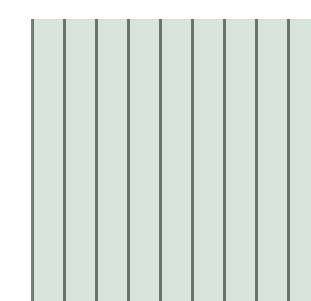


MAT'L: T-111 SIDING
PAINT: BM CSP 615 - DAYDREAM
MFG: BENJAMIN MOORE

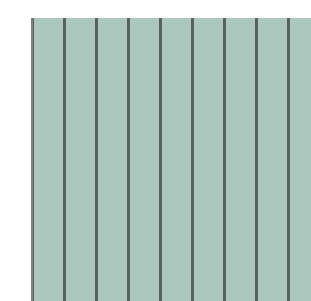


MAT'L: T-111 SIDING
PAINT: BM 174 - I'VE GOT THE BLUES
MFG: BENJAMIN MOORE

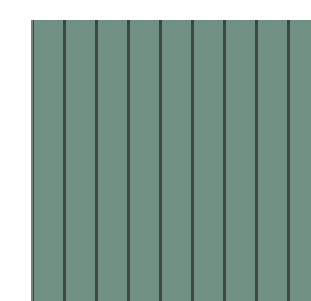
ELEVATION MATERIAL LEGEND: BUILDING 11



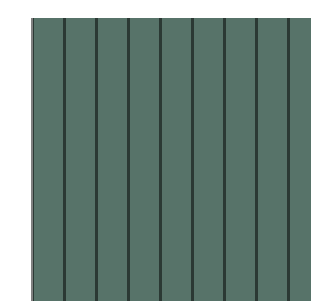
MAT'L: T-111 SIDING
PAINT: BM 680 - OPAL ESSENCE
MFG: BENJAMIN MOORE



MAT'L: T-111 SIDING
PAINT: BM 682 - WARM SPRINGS
MFG: BENJAMIN MOORE

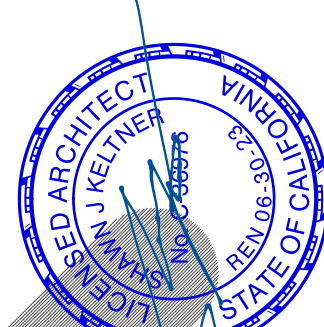


MAT'L: T-111 SIDING
PAINT: BM 684 - SHENENDOAH
MFG: BENJAMIN MOORE



MAT'L: T-111 SIDING
PAINT: BM 685 - VERDIGIS
MFG: BENJAMIN MOORE

ARCHITECT



KELTNERCO
KELTNERCO ARCHITECTS, INC.
3737 AGUILAR ST.
LOS ANGELES, CA 90065
(213) 309-0121

PROJECT

SYCAMORE CREEK CCS
4321 CERRITOS AVE.
CYPRESS, CA 90630

OWNER

REDHOOK CAPITAL PARTNERS
2120 E. GRAND AVE., SUITE 135
EL SEGUNDO, CA 90245
C/O: DAVID HYUN

STRUCTURAL CONSULTANT

TBD
TBD
TBD

MEP CONSULTANT

VCA ENGINEERS INC.
VIRGIL C. AOANON, P.E., S.E., QSD
1041 S GARFIELD AVE.
ALHAMBRA, CA 91801
323-729-6098

STAMP

REV.	DATE	DESCRIPTION
------	------	-------------

C	5/23/23	PRELIMINARY PROJECT REVIEW BACKCHECK
B	2/24/23	PRELIMINARY PROJECT REVIEW
A	2/21/23	DRAFT PROGRESS SET

NO.	DATE	ISSUE NOTE
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PROJECT MANAGER	ANK	DRAWN BY
-----------------	-----	----------

DATE	3/30/2019	REVIEWED BY
------	-----------	-------------

PROJECT ID	148
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SHEET TITLE

BLDG 10 & 11
PROPOSED FLOOR
PLAN + ELEVATIONS

SHEET NO.

AA303

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CYPRESS

and

SCCCS FACILITIES, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CYPRESS
AND
SCCCS FACILITIES, LLC

Agreement Date:

Subdivider Name: SCCCS FACILITIES, LLC

Subdivision Description:

Tentative Map No.: 2023-134

Estimated Total Cost of Improvements: \$863,163

Estimated Total Cost of Monumentation: \$6,000

Security:

Bond No.: _____

Surety: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
Daniel Co Assistant City Engineer City of Cypress 5275 Orange Ave. Cypress CA 90630 dco@cypressca.org	Alisha Walker, Board President 17131 Emerald Ln. Huntington Beach, CA (562) 756-2929 alisha.walker@sycamorecreekcharter.org
CITY PROJECT INSPECTOR	SURETY
Daniel Co Permit & Inspection Supervisor City of Cypress 5275 Orange Ave. Cypress CA 90630 dco@cypressca.org	Merchant Bonding Company P.O. Box 14498 Des Moines, IA 50306-3498 (515) 243-8171 mmoore@merchantbonding.com

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____, 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 SCCCS FACILITIES, a 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. 2023-134**, (the "Map"), 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. 2023-134 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 \$863,163.

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 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. 2023-134 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 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. 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 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 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.

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 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, 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 Approved Tentative 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. 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 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 written notice to all neighboring property owners and tenants 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.

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 one (1) year after the Commencement Date. In the event good cause exists as 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 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. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

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. 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, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. 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 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 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 \$863,163 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 \$863,163 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 \$6,000 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 \$86,316 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 personally 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 (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) 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. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents

requested by City in order to evidence the creation and perfection of City's security interest in such account.

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 fifteen (15) 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 defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City 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.

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 be 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 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 active 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, regardless of any negligent action or inaction taken by the City in approving the 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. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

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

10. Subdivider's Indemnity of Project Approval. 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 form approved by the City's authorized designee for Risk Management 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 without 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 without 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) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
 - (iv) "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.
 - (v) 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

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: _____

EXHIBIT "A"

PARCEL MAP 2023-134 LEGAL DESCRIPTION

PARCEL 2 OF PARCEL MAP No. 2023-134, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK _____, PAGES _____ THROUGH _____ OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT “B”

TENTATIVE PARCEL MAP 2023-134

CONDITIONS OR APPROVAL / WORKS OF IMPROVEMENT

approval for the project granted herein shall be void. *(Planning)*

Engineering

- 9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*
- 9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)
- 9.3. Prior to recordation of a subdivision map, the applicant shall submit all public improvement plans per the Public Works Standard Plans and specified design criteria. All plans shall be submitted in an acceptable digital format and with the City title block on all sheets.
- 9.4. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*
- 9.5. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at <https://cypressca.viewpointcloud.com> or as determined by the City Engineer. *(Engineering)*
- 9.6. The applicant shall notify the City Engineer in writing if any changes to parcel/tract map are proposed during the plan check process. Permits shall not be issued until the City Engineer has reviewed and approved the proposed changes for conformance with the intent of the City Council's action and the conditions herein. If the proposed changes are of a substantial nature, an amendment to the original entitlement may be required.

- 9.7. **For any work that occurs within the City of Los Alamitos, the owner/applicant shall comply with all rules, regulations, permits, standards, plan approvals, and requirements of Los Alamitos.**

9. Landscaping within the Public Right-of-Way

- 10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

10. Sewer and Wastewater

- 11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*
- 11.2. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer.
- 11.3. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

11. Street Trees

- 12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*
- 12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

12. Street Lighting – N/A

13. Streets

- 14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new driveway approaches that are compliant with the American Disabilities Act along the property frontage on Cerritos Avenue. The developer shall comply with the following requirements regarding the improvements:
- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
 - Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work. Contractor shall also obtain and pay for an encroachment permit from the City of Los Alamitos.

- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.
(Engineering)

14.2. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.3. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs and traffic signs shall be installed per City Standards. (Engineering)

14.4. Prior to issuance of a certificate of occupancy, the applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. (Engineering)

14. Subdivisions

14.1. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by the Public Works Director and/or pursuant to the Subdivision Map Act. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map.

14.2. Per Section 25-40 of the Cypress municipal code, a Subdivision Improvement Agreement will need to be executed for public improvements required as part of this project. Two (2) bonds (faithful performance and labor & material) each for 100% of the estimated cost of all improvements shall be posted to the City.

14.3. All proposed and required easements shall be recorded on the final map, which include, but are not limited to: traffic signal maintenance, pedestrian access, cross lot drainage, emergency access, and reciprocal access; to the satisfaction of the City Engineer.

14.4. **A Reciprocal Access and Shared Use Agreement to maintain access to the driveway and all parking areas between the Church and the school is required. The agreement shall be approved by the City Attorney and the Planning Director, be recorded against both parcels with the Orange County Recorder's Office, and continue to be valid upon change of ownership of the properties subject to the agreement.**

15. Traffic

- 15.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. (Engineering)
- 15.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit. (Engineering) (Driveways)
- 15.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer and City Planner. (Engineering) (Sight Distance)
- 15.4. Prior to the issuance of any grading permit, the applicant shall, if necessary, grant easements to the City for traffic signal purposes for any traffic signal equipment necessary for construction of the signalized intersection.
- 15.5. **Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall design and construct a traffic signal at the intersection of Calle Lee/Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress' City Engineer. The proposed project driveway shall be incorporated into the traffic signal as the north leg of the existing intersection. The traffic signal shall provide protected-permissive left-turn phasing for the eastbound left-turn movement. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the Cities of Cypress and Los Alamitos prior to any construction activities. The signal shall be constructed and operational prior to issuance of the certificate of occupancy for the proposed project.**
- Pavement and concrete restorations for cuts in the street shall be per City of Los Alamitos City Engineer. The project applicant shall verify and provide ADA compliance at the intersection. Utility coordination shall be performed by the applicant for new connections or relocations.**
- 15.6. **Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall install new striping at the intersection of Bloomfield Street and Cerritos Avenue. The applicant shall submit striping plans for dual-left-turn lanes on the westbound approach of the Bloomfield Street/Cerritos Avenue for approval by the Los Alamitos City Engineer. The final lane configuration for the westbound approach shall consist of two left-turn lanes, one through lane, and one shared through-right-turn lane. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos**

prior to any construction activities.

- 15.7. **The owner and/or project applicant shall submit signing and striping plans for the installation of School Zone signage/pavement markings and red-curb painting on Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress City Engineer. The School Zone signing shall comply with the requirements of the current edition of the California Manual of Uniform Traffic Control Devices. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos and City of Cypress prior to any construction activities. The signing and striping shall be installed prior to issuance of any certificate of occupancy for the proposed project.**
- 15.8. **The owner and/or project applicant shall submit and keep the current Traffic Management Plan for the proposed school on file with the City's Planning and Public Works Department. The owner and/or project applicant shall conduct site operations to be consistent with the Traffic Management Plan. In the event that on-site queuing spills back onto Cerritos Avenue, changes to the Traffic Management Plan and/or site operations shall be reviewed and approved to the satisfaction of the City.**

16. Utilities

- 16.1. Prior to issuance of a certificate of occupancy, the applicant shall install all new and existing utility services underground. *(Engineering)* (Undergrounding Utilities)
- 16.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. *(Engineering)*
- 16.3. The owner/applicant shall be responsible for any and all utility relocations necessary for the project, and pay all fees and acquire all permits necessary for the work.

17. Drainage

- 18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.

- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

18. Storm Water Quality – National Pollutant Discharge Elimination System

- 19.1 Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.
- 19.2 Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;
- Include and Operations and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

- 19.3 Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along

with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD, alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4 Each owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant (s) or Owner(s) must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.

- Demonstrate that each applicant has prepared to be RECORDED one of the following:
 1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
 2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
 3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. (*Engineering, Water Quality*) (NPDES/WQMP Compliance Measures)
- 19.5 All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.
- 19.6 All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.
- 19.7 Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.
- 19.8 If a kitchen and or cafeteria is provided, any food facility must be designed with contained areas for cleaning mats, equipment and containers. This wash area must be inside or covered and designed to prevent run-on or runoff from the area. The area may not discharge to the storm drain; indoor or covered area wash waters must drain through a grease interceptor to the sanitary sewer or be collected for ultimate disposal to the sanitary sewer or an authorized location (pumped/trucked offsite). Wash areas located outside must be covered and bermed; wash water must be collected and pre-treated through a grease interceptor and not allowed to drain to storm drain. Additionally, there must be a sign posted instructing that all washing activities be conducted in this area. Employees must be instructed, and signs posted indicating that all washing activities be conducted in this area. Additionally, food facilities are required to obtain a FOG permit through the City's online application and permitting system prior to project close-out and or the issuance of a certificate of occupancy.
- 19.9 Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.
- 19.10 Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City

Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

- 19.11 For projects that disturb one (1) acre or more of soil or are part of a larger common plan of development, prior to the issuance of any grading or building permits, the applicant must demonstrate compliance with California's General Permit for Storm Water Discharges Associated with Construction Activity (Permit No. CAS000002/Order WQ 2022-0057-DWQ) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number; or other proof of filing in a manner meeting the satisfaction of the City Engineer. Projects subject to this requirement must prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP must be kept at the project site and be available for City review on request. The applicant must ensure that the SWPPP is consistent with any City approved plan including the grading plan, site plan, building plans, and water quality management plan.
- 19.12 If a change of any site ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, the development must provide the City with Proof of a Change of Information form (COI) in accordance with the current State Construction General Permit (CGP).
- 19.13 Prior to issuance of any certificate of occupancy, the applicant(s) must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, post-construction BMPs, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.
- 19.14 Each owner is responsible for maintaining and operating all on-site private improvements.
- 19.15 All property areas must be maintained free of litter/debris.

- 19.16 All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.
- 19.17 There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.
- 19.18 Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.
- 19.19 No person or person(s) shall make any modifications to drainage approved in the grading plan or approved WQMP without prior written approval from the City Engineer.
- 19.20 Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.
- 19.21 The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.
- 19.22 The applicant(s) and site owner(s) will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.
- 19.23 The applicant shall submit the WQMP and Drainage Report to the City of Los Alamitos for review to verify impacts to City of Los Alamitos storm drain.

19. Building and Safety

- 19.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (Building and Safety)
- 19.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or designees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. (Building and Safety, Engineering)

- 19.3. Applicant/developer shall obtain the required permits and comply with applicable provisions of the 2023 California Residential, Building, Plumbing, Electrical, and Mechanical Codes, the 2023 California Green Building Standards Code, Title 24, and the City of Cypress Codes. *(Building & Safety)*
- 19.4. Grading, demolition, and exterior building construction activities shall be limited to the hours of between 7:00 a.m. and 8:00 p.m. Monday through Friday, between 9:00 a.m. and 8:00 p.m. on Saturday, if the City's noise standards are exceeded. Interior building construction and tenant improvements shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday, only if the City's noise standards are exceeded. If complaints are received regarding noise from grading or demolition, further restrictions may be imposed on the start time of construction by the Director of Community Development, up to a 9:00 a.m. start time. No construction activity shall be allowed on Sundays or federal holidays. In addition, construction equipment shall be equipped with effective muffling devices. Compliance with this measure is subject to field inspection by City staff. *(Building & Safety)*
- 19.5. Type 5 cement shall be used for all foundations and slabs on grade. *(Building & Safety)*
- 19.6. All slabs on grade (including M-1 occupancies) shall receive a minimum of a 10 mil. thick moisture barrier. *(Building & Safety)*
- 19.7. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless a permit is obtained. *(Building & Safety)*
- 19.8. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the building division prior to release of the grading permit. *(Building & Safety)*
- 19.9. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. *(Building and Safety)*

20. Security

- 20.1. The property address shall be clearly identified on both sides of the freestanding sign base. A minimum of six inch lettering shall be used for the property address. The property address shall also be posted in a visible location on the building. *(Police Department.)*
- 20.2. Lighting for commercial buildings shall be as follows: *(Police Department)*
- The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street.
 - All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).
- 20.3. The landscaping and lighting plans for the project shall also be subject to review by the

9. Engineering

- 9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*
- 9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)
- 9.3. Prior to recordation of a subdivision map, the applicant shall submit all public improvement plans per the Public Works Standard Plans and specified design criteria. All plans shall be submitted in an acceptable digital format and with the City title block on all sheets.
- 9.4. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*
- 9.5. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at <https://cypressca.viewpointcloud.com> or as determined by the City Engineer. *(Engineering)*
- 9.6. The applicant shall notify the City Engineer in writing if any changes to parcel/tract map are proposed during the plan check process. Permits shall not be issued until the City Engineer has reviewed and approved the proposed changes for conformance with the intent of the City Council's action and the conditions herein. If the proposed changes are of a substantial nature, an amendment to the original entitlement may be required.
- 9.7. **For any work that occurs within the City of Los Alamitos, the owner/applicant shall**

comply with all rules, regulations, permits, standards, plan approvals, and requirements of Los Alamitos.

10. Landscaping within the Public Right-of-Way

- 10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

11. Sewer and Wastewater

- 11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*
- 11.2. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer.
- 11.3. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

12. Street Trees

- 12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*
- 12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

13. Street Lighting – N/A

14. Streets

- 14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new driveway approaches that are compliant with the American Disabilities Act along the property frontage on Cerritos Avenue. The developer shall comply with the following requirements regarding the improvements:
- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
 - Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work. Contractor shall also obtain and pay for an encroachment permit from the City of

Los Alamitos.

- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.

(Engineering)

14.2. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.3. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

14.4. Prior to issuance of a certificate of occupancy, the applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. *(Engineering)*

15. Subdivisions

15.1. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by the Public Works Director and/or pursuant to the Subdivision Map Act. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map.

15.2. Per Section 25-40 of the Cypress municipal code, a Subdivision Improvement Agreement will need to be executed for public improvements required as part of this project. Two (2) bonds (faithful performance and labor & material) each for 100% of the estimated cost of all improvements shall be posted to the City.

15.3. All proposed and required easements shall be recorded on the final map, which include, but are not limited to: traffic signal maintenance, pedestrian access, cross lot drainage, emergency access, and reciprocal access; to the satisfaction of the City Engineer.

15.4. **Upon separate ownership of parcels, a a Reciprocal Access and Share Use Agreement signed by all is required. The agreement shall be approved by the City Attorney and the Planning Director, recorded against both parcels, and continue to be valid upon change of ownership of the properties subject to the agreement.**

16. Traffic

- 16.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. (Engineering)
- 16.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit. (Engineering) (Driveways)
- 16.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer and City Planner. (Engineering) (Sight Distance)
- 16.4. Prior to the issuance of any grading permit, the applicant shall, if necessary, grant easements to the City for traffic signal purposes for any traffic signal equipment necessary for construction of the signalized intersection.
- 16.5. Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall design and construct a traffic signal at the intersection of Calle Lee/Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress City Engineer. The proposed project driveway shall be incorporated into the traffic signal as the north leg of the existing intersection. The traffic signal shall provide protected-permissive left-turn phasing for the eastbound left-turn movement. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the Cities of Cypress and Los Alamitos prior to any construction activities. The signal shall be constructed and operational prior to issuance of the certificate of occupancy for the proposed project.

Pavement and concrete restorations for cuts in the street shall be per City of Los Alamitos City Engineer. The project applicant shall verify and provide ADA compliance at the intersection. Utility coordination shall be performed by the applicant for new connections or relocations.
- 16.6. Prior to the issuance of any certificates of occupancy, the owner and/or project applicant shall install new striping at the intersection of Bloomfield Street and Cerritos Avenue. The applicant shall submit striping plans for dual-left-turn lanes on the westbound approach of the Bloomfield Street/Cerritos Avenue for approval by the Los Alamitos City Engineer. The final lane configuration for the westbound approach shall consist of two left-turn lanes, one through lane, and one shared through-right-turn lane. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction,

traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos prior to any construction activities.

- 16.7. The owner and/or project applicant shall submit signing and striping plans for the installation of School Zone signage/pavement markings and red-curb painting on Cerritos Avenue to the satisfaction of the City of Los Alamitos and the City of Cypress City Engineer. The School Zone signing shall comply with the requirements of the current edition of the California Manual of Uniform Traffic Control Devices. The owner and/or applicant shall bear the full cost of permit/plan check fees, design, construction, traffic control, construction management, and inspection. Permits must be issued by the City of Los Alamitos and City of Cypress prior to any construction activities. The signing and striping shall be installed prior to issuance of any certificate of occupancy for the proposed project.
- 16.8. The owner and/or project applicant shall submit and keep the current Traffic Management Plan for the proposed school on file with the City's Planning and Public Works Department. The owner and/or project applicant shall conduct site operations to be consistent with the Traffic Management Plan. In the event that on-site queuing spills back onto Cerritos Avenue, changes to the Traffic Management Plan and/or site operations shall be reviewed and approved to the satisfaction of the City.

17. Utilities

- 17.1. Prior to issuance of a certificate of occupancy, the applicant shall install all new and existing utility services underground. *(Engineering)* [\(Undergrounding Utilities\)](#)
- 17.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. *(Engineering)*
- 17.3. The owner/applicant shall be responsible for any and all utility relocations necessary for the project, and pay all fees and acquire all permits necessary for the work.

18. Drainage

- 18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.

- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

19. Storm Water Quality – National Pollutant Discharge Elimination System

19.1 Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

19.2 Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;

- Include and Operations and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

19.3 Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4 Each owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant (s) or Owner(s) must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant

and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications

- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.
- Demonstrate that each applicant has prepared to be RECORDED one of the following:
 1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
 2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
 3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. (*Engineering, Water Quality*) (NPDES/WQMP Compliance Measures)

19.5 All onsite storm drain inlets, whether newly constructed or existing, must be labeled “No Dumping Drains to Ocean” before occupancy in accordance with city requirements.

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

- 19.7 Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.
- 19.8 If a kitchen and or cafeteria is provided, any food facility must be designed with contained areas for cleaning mats, equipment and containers. This wash area must be inside or covered and designed to prevent run-on or runoff from the area. The area may not discharge to the storm drain; indoor or covered area wash waters must drain through a grease interceptor to the sanitary sewer or be collected for ultimate disposal to the sanitary sewer or an authorized location (pumped/trucked offsite). Wash areas located outside must be covered and bermed; wash water must be collected and pre-treated through a grease interceptor and not allowed to drain to storm drain. Additionally, there must be a sign posted instructing that all washing activities be conducted in this area. Employees must be instructed, and signs posted indicating that all washing activities be conducted in this area. Additionally, food facilities are required to obtain a FOG permit through the City's online application and permitting system prior to project close-out and or the issuance of a certificate of occupancy.
- 19.9 Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.
- 19.10 Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

- 19.11 For projects that disturb one (1) acre or more of soil or are part of a larger common plan of development, prior to the issuance of any grading or building permits, the applicant must demonstrate compliance with California's General Permit for Storm Water Discharges Associated with Construction Activity (Permit No. CAS000002/Order WQ 2022-0057-DWQ) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number; or other proof of filing in a manner meeting the satisfaction of the City Engineer. Projects subject to this requirement must prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP must be kept at the project site and be available for City review on request. The applicant must ensure that the SWPPP is consistent with any City approved plan including the grading plan, site plan, building plans, and water quality management plan.
- 19.12 If a change of any site ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, the development must provide the City with Proof of a Change of Information form (COI) in accordance with the current State Construction General Permit (CGP).
- 19.13 Prior to issuance of any certificate of occupancy, the applicant(s) must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, post-construction BMPs, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.
- 19.14 Each owner is responsible for maintaining and operating all on-site private improvements.
- 19.15 All property areas must be maintained free of litter/debris.
- 19.16 All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.
- 19.17 There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.
- 19.18 Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.
- 19.19 No person or person(s) shall make any modifications to drainage approved in the grading plan or approved WQMP without prior written approval from the City Engineer.

- 19.20 Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.
- 19.21 The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.
- 19.22 The applicant(s) and site owner(s) will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.
- 19.23 The applicant shall submit the WQMP and Drainage Report to the City of Los Alamitos for review to verify impacts to City of Los Alamitos storm drain.**

20. Building and Safety

- 20.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (Building and Safety)
- 20.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or designees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. (Building and Safety, Engineering)
- 20.3. Applicant/developer shall obtain the required permits and comply with applicable provisions of the 2023 California Residential, Building, Plumbing, Electrical, and Mechanical Codes, the 2023 California Green Building Standards Code, Title 24, and the City of Cypress Codes. (*Building & Safety*)
- 20.4. Grading, demolition, and exterior building construction activities shall be limited to the hours of between 7:00 a.m. and 8:00 p.m. Monday through Friday, between 9:00 a.m. and 8:00 p.m. on Saturday, if the City's noise standards are exceeded. Interior building construction and tenant improvements shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday, only if the City's noise standards are exceeded. If complaints are received regarding noise from grading or demolition, further restrictions may be imposed on the start time of construction by the Director of Community Development,

up to a 9:00 a.m. start time. No construction activity shall be allowed on Sundays or federal holidays. In addition, construction equipment shall be equipped with effective muffling devices. Compliance with this measure is subject to field inspection by City staff. *(Building & Safety)*

20.5. Type 5 cement shall be used for all foundations and slabs on grade. *(Building & Safety)*

20.6. All slabs on grade (including M-1 occupancies) shall receive a minimum of a 10 mil. thick moisture barrier. *(Building & Safety)*

20.7. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless a permit is obtained. *(Building & Safety)*

20.8. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the building division prior to release of the grading permit. *(Building & Safety)*

20.9. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. *(Building and Safety)*

21. Security

21.1. The property address shall be clearly identified on both sides of the freestanding sign base. A minimum of six inch lettering shall be used for the property address. The property address shall also be posted in a visible location on the building. *(Police Department.)*

21.2. Lighting for commercial buildings shall be as follows: *(Police Department)*

- The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street.
- All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).
- Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one footcandle of light on the parking surface from dusk until the termination of business every operating day.

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

22. Antennas – N/A

23. Alcohol – On Sale – N/A

EXHIBIT "C"

Parcel Map No. 2023-134

(Subdivision/Unit No.)

SCCS FACILITIES, 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

5.

FROM: Nick Mangkalakiri, Acting Director of Public Works

DATE: 12/09/2024

SUBJECT: Approve a Six Month Extension of Contract Building Inspection and Plan Check Services

RECOMMENDATION

1. Approve a six-month extension to the agreement with Charles Abbott Associates, Inc. for building inspection and plan check services; and
2. Receive and file a request for proposals for Professional Building Official, Permitting, Inspection, Plan Review, and Related Services.

DISCUSSION

In December 2019, the City Council entered into a contract with Charles Abbott Associates (CAA) for building inspection and plan check services (attached) that expires at the end of 2024. Public Works is soliciting proposals for a successor agreement (attached) through an open and competitive process that will identify the best qualified firm to provide high quality services at a reasonable price.

Unfortunately, staffing resources in Public Works delayed the request for proposals (RFP) and a six-month extension (through June 30, 2025) to the existing CAA contract is recommended. The extension will ensure residents and businesses continue to receive vital services while Public Works evaluates responses to the RFP and develops a recommendation to the City Council for the next building inspection and safety services contract.

CAA has agreed to extend its agreement without any additional compensation. CAA has worked with the City for 15 years and is well regarded by Public Works and our customers. CAA works with municipal governments in eight states and provides full-service building plan check and inspection services to Fountain Valley, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, Los Alamitos, and Aliso Viejo.

BUDGET IMPACT

The FY 2024-25 Budget includes sufficient funding to provide contract building plan check and inspection services based on projected activity levels. When building activity levels exceed budget projections, it is the City Council's practice to authorize a supplemental appropriation to align the budget with activity levels at fiscal year end.

LEGAL REVIEW

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

APPROVED BY: Peter Grant, City Manager

Attachments

Request for Proposals

Building and Safety Contract



City of Cypress Public Works Department

5275 Orange Avenue
Cypress, CA 90630
(714) 229-6740

REQUEST FOR QUALIFICATIONS (RFQ/RFP)

for

PROFESSIONAL BUILDING OFFICIAL, PERMITTING, INSPECTION, PLAN REVIEW, AND RELATED SERVICES

Prepared By:

Daniel Co, P.E., Assistant City Engineer

Approved for
Advertising By:

Nick Mangkalakiri, P.E., Acting Director of
Public Works

SUBMITTAL DEADLINE

3:00 p.m. on Monday, December 23, 2024

Email SOQs to: dco@cypressca.org

**Interested firms must register at [CIPlist.com](https://www.ciplist.com) to receive information
regarding this RFQ/RFP and any addenda.**

1. INTRODUCTION

The City of Cypress, Public Works Department, is requesting a Statement of Qualification (SOQ) from experienced firms to provide comprehensive Building and Safety services for the City of Cypress. Services shall be all inclusive, including Building Official, Building Inspection, Plan Review, Permit Technician, and all related services for the City's Building and Safety Division. Contract term is for three years with the City having the option of granting a two-year extension.

The selected firm and identified staff shall demonstrate strong construction knowledge and background in building inspection, plan review, and customer service; be capable of providing leadership, and be able to work in close partnership with City staff. Strong organization, documentation and communication skills are also a must to be considered for this selection.

2. PROJECT DESCRIPTION

In general, the consultant shall perform full services for the Building and Safety Division, Public Works Department at the City of Cypress.

Consultant will provide on-site building official and inspection staff. Consultants may perform plan checking services on and/or off-site. Permits are managed, submitted, plan checked, and issued on the online cloud-based system "OpenGov".

On-site building permit technician services will be optional to the scope. If selected to be part of the scope, the consultant will also manage, file, index, and retrieve legacy paper-based records, plans and permits.

3. PROJECT SCHEDULE

The anticipated project schedule flow is as follows:

1. RFQ/RFP Submittal Deadline: 3:00 p.m. on Monday, December 23, 2024
2. Shortlist Firms based on qualifications
3. Consultant Interviews (Optional)/Selection Period
4. Determination of Most Qualified Firm(s)
5. Negotiation of Contract and Final Scope of Work
6. Contract Award (Spring 2025)

4. SCOPE OF WORK

The scope of work for the project shall include, but not be limited to, the items contained within "Attachment A – Scope of Services".

5. PROPOSAL SUBMITTAL

Interested firms shall submit one (1) electronic PDF copy (via e-mail or downloadable link) of their qualifications to the City of Cypress by **3:00 p.m., December 23, 2024.**

SOQ shall be directed to:

Daniel Co, P.E., Assistant City Engineer
dco@cypressca.org

Inquiries may be sent by email to: dco@cypressca.org. The deadline to submit inquiries is **3:00 p.m., December 9, 2024.**

Interested firms must register at CIList.com to receive any additional information regarding this RFQ/RFP and addenda.

6. PROPOSAL FORMAT AND CONTENT

- a. Format:** SOQ shall include resumes of key personnel. Resumes shall include the names, experience, and qualifications of all key personnel proposed.
- b. Content:** The Proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's proposal to meet the requirements of this SOQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. Respondents shall carefully read the information contained in this RFQ/RFP and submit a complete response to all requirements as directed. An incomplete Proposal will be considered non-responsive and subject to rejection.

The submittal proposals are to contain the following elements:

Firm Organization, Resumes, Experience – include a brief profile of your firm. Identify the project team, including an organizational chart and area of responsibility.

Resumes - Identify the proposed key team members and provide their qualifications, including individual experience and number of years with the firm.

Experience - Consultants must have recent experience with at least three public agencies providing services of similar scope. Provide references with contact information from these public agencies. Identify the staff who have direct experience with the referenced public agencies and are also being proposed on this project. Demonstrate the firm's expertise and experience in the required services.

Project Understanding and Management Approach - Describe your management philosophy and approach to providing the requested services and how this will meet the City's needs.

7. MISCELLANEOUS

a. Standard Agreement for Contract Services

The consultant will enter into an agreement with the City based upon the contents of the RFQ and the consultant's response. The City's standard form of agreement is included (see Attachment C). The consultant shall carefully review the agreement, especially the indemnity and insurance provisions. Proposals shall include a statement that the firm has reviewed the standard Agreement for Contract Services and finds the terms acceptable. If your firm has concerns with the Agreement, it must be noted in the proposal.

b. Modification or Withdrawal of Submittals

Any Statement of Qualifications (SOQ) received may be withdrawn or modified prior to the SOQ submittal date by written request to the CITY by the consultant.

c. Property Rights

SOQs received become the property of the City of Cypress.

d. Confidentiality

Before award of the contract, all SOQs will be designated confidential. After award of the contract all SOQ become public record. Contracts are considered awarded after they are fully executed by both parties and approved by the CITY. Any language purporting to render any portion of the SOQ to be excluded from public review will be regarded as non-effective and will be disregarded.

e. Addendum to Request for Qualifications

The CITY may amend the RFQ Notice by addendum before the final SOQ submittal date. Addendums will be posted on www.CIPlist.com.

f. Non-Commitment of the CITY

This RFQ does not commit the CITY to award a contract, to pay any costs incurred in the preparation of an SOQ for this request, or to procure/contract for services.

g. Conflict of Interest Concerning Consultant(s)

Prospective consultants shall disclose any financial, business, or other relationship with the City of Cypress that may have an impact upon the outcome of this contract. Prospective consultants shall also list current clients who may have a financial interest in the outcome of this contract.

h. References

The CITY reserves the right to check references not only for those stated in the SOQ.

7. CONSULTANT EVALUATION AND SELECTION PROCESS

The City will review all SOQs and award a contract, or contracts, based on a firm's qualifications and what is most advantageous to the City.

The City may elect to interview a short list of qualified firms or to interview only the top-rated firm based upon SOQs submitted for the project.

The CITY will select a consultant for the project based on the following criteria:

- a) Most qualified, based on personnel and previous experience with this type of project.
- b) Proposed scope of services, and demonstration of an approach to the project, that is most beneficial to the City.
- c) Effective use of resources.
- d) The City staff will negotiate a contract with the **best qualified firm** for the desired consulting services.

ATTACHMENTS

Attachment "A"	Scope of Services
Attachment "B"	Current Fee Schedule
Attachment "C"	Standard Agreement for Contract Services

Attachment “A” Scope of Services

Attachment “A” – Proposed Scope of Services

A. SCOPE OF WORK:

The Consultant shall provide all building and safety services. This includes but is not limited to permits, inspections, plan check, and building official services unless specifically reserved by the City in this agreement. Further items are provided below.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1.0 Permit Processing (**Optional Task** – may be negotiated or removed from contract)

1.1 Services shall include the processing of Building Division permits including building, plumbing, electrical and mechanical permits, OCFA permits, plan check submittals, data entry, scanning, reporting, and other related permit technician duties as required. Additional duties include, but are not limited to, the following:

- Review and process Construction and Demolition Debris (C&D) permits, diversion report plan submissions and diversion reporting. Applicable projects must divert 65% of their C&D debris, submit a diversion plan and diversion report for their projects.
- Assess, calculate, review and apply fees for development impact, sanitation, traffic, plan check, permitting, etc.
- Log, track and follow-up on received reports of unpermitted work. Log and track “Stop Work” orders, follow up with violations, and issue fees for violations.
- Download and index as-built plans for all permits and manage/maintain the database.

1.2 A full-time on-site permit technician shall be assigned to the City Building Division at City Hall.

- The Permit Technician shall have a minimum of two years of previous experience, or be ICC certified as a Permit Technician with a minimum of six months of experience.
- Contract counter staff employee shall work a 9/80 schedule (alternating Fridays off) or 40-hour work week (as needed or directed by the City).

2.0 Plan Review

2.1 Services shall include the plan review of structures including, but not limited to single family dwellings, multi-family dwellings, industrial, and commercial buildings for compliance with all local, state and federal ordinances, codes, and laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing

Code, California Electrical Code, California Mechanical Code, Title 24, and the Cypress Municipal Code.

- 2.2 Plan review personnel shall have a minimum of two years of previous experience and shall be ICC certified as a plan examiner or licensed as a California architect, civil, or structural engineer.
- 2.3 Plan review can be performed on-site, off-site, or a combination of both subject to the satisfaction of the City.
- 2.4 Initial plan reviews shall be completed within ten working days and rechecks within five working days.
- 2.5 Attend meetings as required.

3.0 Inspection

- 3.1 A full time Building Inspector shall be assigned to the City, with additional inspectors provided as needed to cover work load.
- 3.2 Services shall include the inspection of buildings, structures, grading and drainage, utilities, mechanical, electrical, and plumbing which are existing or under construction for compliance with all local ordinances and state and federal laws that pertain to Building and Safety and for compliance with the adopted Codes.
- 3.3 Duties also include inspections, compliance investigations, enforcement and follow ups for: Green Building Code, on-site grading and drainage, NPDES storm-water (SWPPP), Fats, Oils, and Grease (FOG) Program, recycling verification, and other related duties as assigned.
- 3.4 NPDES compliance inspections shall include verification of treatment best management practices (BMP) devices to ensure proper installation and operation pursuant to the City Water Quality Management Plan (WQMP) for a development project.
 - Verification shall be performed by an on-staff inspector certified to conduct such inspections or may be an outside certified inspector retained by the consultant.
 - Verification shall include taking photographs of devices, establishing GPS coordinates, and preparing a signed statement certifying that treatment BMP's operate in accordance with specifications as contained in the WQMP.
 - Photographs and GPS coordinates shall be provided to the City.
- 3.5 Fats, Oils, and Grease (FOG) program compliance services shall include review of building plans submitted for proposed food service establishments,

including remodels. Consultant shall verify that food service establishments comply with the City's (FOG) ordinance.

4.0 Building Official

4.1 The Building Official's duties include but are not limited to the following:

- Supervise and lead staff
- Make code and administrative decisions
- Establish procedures/make procedural decisions
- Coordinate the efforts of all staff within the division
- Communicate and interface with other divisions or departments
- Review and approve the month end report of inspection activity
- Provide month end billing/invoicing
- Provide reports as assigned
- Assist with adoption of codes and amendments every three-year code cycle
- Respond to emergency callouts for building and safety issues
- Conduct field inspections, assist inspectors as necessary
- Verify completion checklist at job finals
- Issue and sign all Certificates of Occupancy
- Assign new addresses as necessary
- Manage annual mobile home park inspection program for compliance with the California Department of Housing and Community Development. Perform annual inspections as required.
- Manage annual Day Care inspection program
- Provide weekly updates to Public Works Director on status of notable projects
- Provide other duties as directed

5.0 Other

5.1 The consultant shall not charge the City for inspections or plan review on any City projects.

5.2 The consultant shall calculate and invoice the City monthly based on the total monthly fees collected per the attached City of Cypress' fee schedule, "Attachment B".

5.3 The City has the right of refusal for any assigned employee and may request an alternate at any time.

6.0 Software – The consultant will be required to use OpenGov, the City’s cloud-based permitting platform, for day-to-day operations, plan checking, permitting, inspection reports, and corresponding with permit applicants.

7.0 The consultant shall provide all personnel, supplies, equipment, software, code books, and vehicles needed to provide the full scope of Building and Safety services.

8.0 Availability of Staff

Consultant shall provide sufficient numbers of qualified engineers, plan checkers, combination inspectors and permit technicians who are available to provide staffing for the City to meet varying workload demands. Consultant shall provide the City with a core back-up staff that is established to ensure that the City is sufficiently staffed at all times.

The Building Official shall supervise and direct the services and have overall responsibility for the services in accordance with the Agreement and Scope of Work.

C. CITY'S DUTIES AND RESPONSIBILITIES:

City Provides:

- Designated Building Counter and area
 - Four desk cubicles with computers, phones and internet connections
- Use of plan room
- Use of permit file cabinets and wall files
- Use of City copier, fax machine, paper, and equipment

Attachment “B”
Current City Fee Schedule

The fee structure to provide the services outlined in the RFP and scope of services **(excluding the Building Official tasks)** shall be expressed as a percentage of the City's collected plan check and building permit fees. The final scope and percentage shall be negotiated at the time of Consultant selection.

Scope of services for Building Official duties shall be billed hourly. Weekly Building Official hours may average 15-20 hours per week, but will vary depending on needs and assignments.

City of Cypress
Master Fee Schedule
Effective July 1, 2024

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

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

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

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

City of Cypress
Master Fee Schedule
Effective July 1, 2024

Public Works		
REF #	Description	Fee
Building (Cont.)		
Miscellaneous Fee Rates		
159	Mobile Home Fees	Per State Schedule
160	Issuance Fee	\$71
161	Temporary Certificate of Occupancy (for each 30 days)	\$200
162	Request for Alternate Methods and Material	\$200
163	Annual Day Care Inspections	\$171
164	Special Inspections (\$ minimum/Charge Hourly)	\$171
165	Building Permit Time Extension	\$240
166	Building Relocation Inspection	\$172
167	Building Demolition	Per Valuation
168	Pool Demo/ In-fill	Per Valuation
169	Plan Retrieval	\$50
170	Subpoenas (including research/ copying)	\$300
171	Copies	\$1 first copy/\$0.10 per page

Masonry Fee Rates		
	Height of Masonry Wall/Height of Retaining Wall (feet)	
172	1	\$0/\$30
173	2	\$0/\$46
174	3	\$0/\$63
175	4	\$50/\$87
176	5	\$63/\$106
177	6	\$76/\$128
178	7	\$89/\$146
179	8	\$101/\$0

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

Attachment “C”

Standard Agreement for Contract Services

AGREEMENT FOR _____
SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND

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 _____ a California Corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress’s Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

The Scope of Service shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to Five percent (5%) of the Contract Sum or \$40,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (see Exhibit "C") Dollars (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be Director of Public Works or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or

control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance

written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City’s choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

City of Cypress, a municipal corporation

Scott Minikus, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

By:

Name:

Title:

By:

Name:

Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

“3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of one (1) extended term of two (2) years. In order to do so, City shall, not later than sixty (60) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for one (1) extended term of two (2) additional years, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged.

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

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

“INSURANCE, INDEMNIFICATION, AND BONDS”

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

“Professional Liability. Professional liability insurance in the amount not less than two million dollars (\$2,000,000). This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor’s services or the

termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.”

VI. Section 5.5 shall be added as follows:

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

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

I.

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

Charles Abbott Associates, Inc.

**AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
Charles Abbott Associates Inc.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 25 day of November, 2019 by and between the City of Cypress, a California municipal corporation ("City") and Charles Abbott Associates Inc. , a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall

mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed [SEE EXHIBITS "B" and "C"] (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Rusty Reed</u>	<u>President/CEO</u>
(Name)	(Title)
<u>Greg Robinson</u>	<u>Regional Director</u>
(Name)	(Title)
_____	_____
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure

to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]


Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial,

administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager

of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or

upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this

Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate

such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials



9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

City of Cypress, a municipal corporation



Stacy Berry, Mayor
Rob Johnson

ATTEST:



Alisha Farnell, City Clerk

APPROVED AS TO FORM:

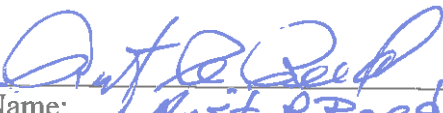
ALESHIRE & WYNDER, LLP



Anthony R. Taylor, City Attorney

CONSULTANT:

Charles Abbott Associates, Inc.

By: 

Name: Rusty R. Reed
Title: President

By: 

Name: Gregory J. Robinson
Title: Regional Director

Address: 27401 Los Altos, Suite 220

Mission Viejo, CA 92691

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

A-1. Consultant shall, in accordance with the terms and conditions of this Agreement, perform the following scope of services:

A. SCOPE OF WORK:

The Consultant shall provide all building and safety services. This includes but is not limited to permits, inspections, plan check, and building official services unless specifically reserved by the City in this agreement. Further items are provided below.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1.0 Permit Processing

- 1.1 Services shall include the processing of Building Division permits including building, plumbing, electrical and mechanical permits, OCFA permits, plan check submittals, data entry, scanning, reporting, and other related permit technician duties as required.
- 1.2 A full time permit technician shall be assigned to the City Building Division headquarters at City Hall.
 - The Permit Technician shall have a minimum of two years of previous experience, or be ICC certified as a Permit Technician within six months of appointment.
 - The position can be shared with the plan check position, or provided separately, subject to the satisfaction of the City.

2.0 Plan Review

- 2.1 Services shall include the plan review of any and all types of structures including, but not limited to single family dwellings, multi-family dwellings, and industrial and commercial buildings for compliance with all local ordinances and state and federal laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, California Mechanical Code, Title 24, and the Cypress Municipal Code.
- 2.2 Plan review personnel shall have a minimum of two years of previous experience, shall be ICC certified as a plan examiner, or shall be licensed as a California architect, civil, or structural engineer.

- 2.3 Plan review can be performed on-site, off-site, or a combination of both subject to the satisfaction of the City. The position can be shared with the permit tech position, or provided separately.
- 2.4 The Consultant shall transport the plans for review and recheck to and from the offices of the Cypress Building Division to the Consultant's offices in a timely manner when the plan review is conducted off site.
- 2.5 The Consultant shall calculate, invoice, and bill the City monthly for all Building Plan Check and Permit related fees based on the total monthly fees collected per the attached City of Cypress' fee schedule, "Attachment B".
- 2.6 The Consultant shall complete initial plan reviews within ten working days and rechecks within five working days including plan transportation. Two typed sets of all plan check corrections are required.
- 2.7 The Consultant will be responsible for attendance at any required meetings including any plan review or field inspection issues.
- 2.8 It is the intent of the City to move to a paperless system as an option for certain customers. The Consultant shall provide this ability.

3.0 Inspection

- 3.1 A full time Building Inspector shall be assigned to the City's Building Division, with additional inspectors' provided as needed to cover work load.
- 3.2 Services shall include the inspection of buildings or structures existing or under construction in the City for compliance with all local ordinances and state and federal laws that pertain to Building and Safety and for compliance with the adopted Codes.
- 3.3 Duties also include complaint investigations and follow up, Green Building Code compliance, on-site grading and drainage inspections, NPDES storm-water compliance (SWPPS) inspections, Fats, Oils, and Grease (FOG) Program compliance inspections, recycling verification, and other related duties as assigned.
- 3.4 NPDES compliance inspections shall include verification of treatment best management practices (BMP) devices to ensure proper installation and operation pursuant to the City Water Quality Management Plan (WQMP) for a development project.

- Verification shall be performed by an on-staff inspector certified to conduct such inspections or may be an outside certified inspector retained by the Consultant.
- Verification shall include taking photographs of devices, establishing GPS coordinates, and preparing a signed statement certifying that treatment BMP's operate in accordance with specifications as contained in the WQMP.
- Photographs and GPS coordinates shall be provided to the City.

3.5 Fats, Oils, and Grease (FOG) program compliance services shall include review of building plans submitted for proposed food service establishments, including remodels. Consultant shall verify that food service establishments comply with the City's (FOG) ordinance.

4.0 Building Official

4.1 The City's Building Official is retiring at the end of the year. The Consultant shall provide a Building Official and related Building Official services.

4.2 The Building Official's duties and Building Official services include but are not limited to the following:

- Supervise and lead staff
- Make code and administrative decisions
- Establish procedures/make procedural decisions
- Coordinate the efforts of all staff within the division
- Communicate and interface with other divisions
- Review and approve the month end report of inspection activity
- Provide month end billing/invoicing to Consultant
- Conduct annual department budgeting
- Order books and supplies.
- Process check requisitions and refunds
- Manage Construction and Demolition program deposits and refunds
- Provide quarterly reports and reports as assigned
- Adopt codes and amendments every three-year code cycle
- Respond to emergency callouts
- Conduct field inspections, assist inspectors as necessary
- Manage NPDES storm-water database and inspection tracking
- Verify completion checklist at job finals
- Issue and sign all C of O's
- Assign addresses to new projects
- Manage annual Day Care inspection program
- Provide weekly updates to CDD Director on status of notable projects

- Provide other duties as necessary

5.0 Other

- 5.1 The Consultant shall not charge the City for inspections or plan review on any City facility projects.
- 5.2 The City has right of refusal for any supplied employee.
- 5.3 Contract counter staff employees under direct City supervision shall not work more than thirty hours per week on site. The City prefers a 20/20 hour split within a work week.
- 5.4 The Consultant provides all personnel, supplies, equipment, software, code books and vehicles needed for full contract building and safety services.

6.0 Software

- 6.1 The City currently uses a cloud based permit and data base system to issue permits and track construction activity known as "Quickbase". The Consultant shall utilize the existing system for day to day operations until a new system is implemented.
- 6.2 Upon request, the Consultant shall make available their proprietary in-house software solution at no cost. If the City terminates the contract prior to the expiration of the five-year term, the City will prorate and pay for any software or equipment provided by the Consultant.
- 6.3 If the City purchases a new software program, the Consultant shall assist and ensure it is implemented properly.

C. CITY'S DUTIES AND RESPONSIBILITIES:

City Provides:

- Designated Building Counter and area
 - Four desk cubicles with phones, computers and monitors
- Use of plan room
- Use of permit file cabinets and wall files
- Use of City copier, fax machine, paper, and equipment

Availability of Staff

Consultant shall have an ample number of qualified engineers, plan checkers, combination inspectors and permit technicians who have these typical qualifications and who are available to provide staffing for Cypress to meet the varying workload demands of the City. Consultant shall provide the City with a core back-up staff that is established to assure the City is not "short staffed" at any time due to vacations, sick leave, jury duty, etc.

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

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

B-1 DELETE Section 5.1(d) and REPLACE as follows:

"Professional liability insurance appropriate to the Contractor's profession, which shall not be in an amount less than \$2,000,000. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 3-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

B-2 ADD the following language to Section 4.4, "Independent Contractor":

"Consultant's services are being provided to the City as that of an independent contractor. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. In addition to any other indemnification, defense, or hold harmless obligation of Consultant under this Agreement, in the event that Consultant or any employee, agent, or subcontractor of Consultant 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 ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the 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 the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City."

B-3 MODIFY Section 1.8 with the following:

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii)

the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed."

B-4 DELETE Section 2.1 and REPLACE with the following:

"2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference."

B-5 DELETE Section 5.1(a) and REPLACE with the following:

"a. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than \$2,000,000, single limit, per occurrence."

B-6 DELETE Section 3.4 and REPLACE with the following:

"3.4 Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but not exceeding two (2) years from January 1, 2020, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole discretion, to extend the initial term of this Agreement a maximum of three (3) extended terms of one (1) year. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for one (1) additional year, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

C-1 Consultant shall provide all services outlined in Exhibit "A" at the following percentage of Building & Safety fees collected:

For both building and plan check fees collected monthly, the Consultant shall be paid 50% of fees for the first \$50,000 of fees collected by the City, 40% of the fees for \$50,001 to \$100,000, and 33% of the fees \$100,001 and greater. Additionally, the Consultant shall be paid hourly for a Certified Building Official at a rate of \$125 per hour on an as needed basis with the minimum quantity of hours determined by the Contract Officer.

Grading and Drainage shall also be charged at an hourly rate based on the City's adopted fees. The Consultant shall prepare an initial estimate of time for any grading/drainage work to be approved by the Contract Officer or designee (City Engineer and/or City Planner) prior to commencement of work.

Example: For the month, the City collects \$110,000 (\$70,000 building fees, \$40,000 plan check fees). The Building Official spent 150 hours. There were no grading permits issued. The Consultant is due the following:

Monthly Fees Collected	Paid to Consultant (Monthly Invoice)
First \$50,000 (50%)	\$25,000.00
\$50,001 to \$100,000 (40%)	\$20,000.00
\$100,001 and greater (33%)	\$3,299.67
Building Official \$125 per hour for 150 hours	\$18,750.00
Monthly Total	\$67,049.67

All permit and inspection tracking software will be included as part of the compensation. The Contract Officer shall determine whether to transition to the Consultant's software or pursue outside software.

Standard rate sheet is attached to be adjusted by CPI yearly as approved by the Contract Officer.

C-2 The foregoing includes all normal and customary direct and indirect expenses associated with the project including vehicles, pagers and cellular telephone costs. Consultant is advised that City costs will vary year to year based upon the fees collected. Should total fees collected by City for both building plan check and permits fall below \$250,000 in any fiscal year, Consultant shall have the right to request an adjustment and must obtain written approval from the City Manager prior to implementation of same.

C-3 Additional work shall be provided at the following hourly rates effective January 1, 2020 or as approved by the Contract Officer thereafter.

ENGINEERING/PUBLIC WORKS CLASSIFICATION	HOURLY RATES	BUILDING & SAFETY CLASSIFICATION	HOURLY RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	135.00	Building Official	125.00
Project Manager	145.00	Senior Building Inspector*	105.00
Senior Engineer	140.00	Building Inspector/Plan Checker	97.00
Project Engineer	132.00	Building Inspector*	90.00
Associate Engineer	110.00	Permit Specialist	66.00
		Code Enforcement Officer	75.00
Senior Design Engineer	115.00		
Assistant/Design Engineer	98.00	Senior Plan Check Engineer	125.00
		Building Plan Checker	105.00
Senior Plan Check Engineer	125.00		
Plan Check Engineer	105.00	COMMUNITY DEVELOPMENT CLASSIFICATION	HOURLY RATES
Senior Traffic Engineer/Manager	150.00		
Transportation Planner	110.00	Community Develop Director	145.00
Traffic Engineer Associate	95.00	Principal Planner	140.00
		Senior Planner	120.00
3-Person Survey Crew	270.00	Associate Planner	97.00
2-Person Survey Crew	210.00	Assistance Planner	80.00
		Planning Technician	70.00
Senior Draftsperson (CADD)	95.00	Code Enforcement Officer	75.00
Draftsperson (CADD)	85.00		
		OTHER CLASSIFICATIONS	HOURLY RATES
Senior Public Works Inspector*	105.00		
Public Works Inspector*	95.00		
		Landscape Architect Director	125.00
STORM WATER CLASSIFICATION	HOURLY RATES	Associate Landscape Architect	95.00
		Expert Witness Services	300.00
		Senior Contract Administrator	110.00
Environmental Project Manager	145.00	Administrative Assistant	60.00
Senior Environmental Plan Checker	145.00	Clerical	50.00
Environmental Program Manager	115.00		
Environmental Analyst	92.00		
Environmental Associate	87.00		
Environmental Inspector	80.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

*The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be \$120.00 for regular time; \$143.00 for overtime on Mondays through Saturdays; and \$167.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- D-1 Hourly rates, set forth in Exhibit "C", may be modified upon approval of the Contract Officer and City's Director of Finance, on an annual basis.
- D-2 Specific work shall be implemented by means of Task Orders, issued in writing by the Contract Officer to the Consultant, including, but not limited to, a Not-to-Exceed fee for services rendered for each Task Order.
- D-3 In the case of emergency work, Consultant shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.
- D-4 The Consultant shall provide a detailed schedule, in format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.
- D-5 The Agreement shall commence January 1, 2020.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Alisha Farnell, City Clerk

DATE: 12/09/2024

SUBJECT: Adopt Resolution Declaring the Results of the November 5, 2024 General Municipal Election

RECOMMENDATION

Adopt a Resolution declaring the results of the November 5, 2024 General Municipal Election.

DISCUSSION

A General Municipal Election was held and conducted on Tuesday, November 5, 2024 for the purpose of electing one Member of the City Council in District 3 and one in District 4 for the full term of four years, as well as submitting to the voters a ballot measure to consider approval of an Ordinance repealing the Cypress Town Center and Commons Specific Plan 2.0 and adopting the Cypress Town Center and Commons Specific Plan 3.0 (Measure S).

Pursuant to Resolution Nos. 6974 and 6975, adopted on June 24, 2024, and Resolution Nos. 6984 and 6985, adopted on July 8, 2024, the Orange County Registrar of Voters canvassed the returns of the General Municipal Election held on November 5, 2024 and has certified the results, which are included as Exhibit A in the attached Resolution.

The certified outcome of the November 5, 2024 election resulted as follows:

- Kyle Chang was elected as Member of the City Council - District 3 for a full term of four years
- Leo Medrano was elected as Member of the City Council - District 4 for a full term of four years
- Measure S received a majority "yes" vote, approving an Ordinance repealing the Cypress Town Center and Commons Specific Plan 2.0 and adopting the Cypress Town Center and Commons Specific Plan 3.0.

Per Elections Code Section 10264, upon the completion of the canvass and before installing the new officers, the City Council shall adopt a resolution reciting the fact of the election and declaring the elected persons with the highest number of votes cast for each office.

BUDGET IMPACT

None.

LEGAL REVIEW

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

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

Exhibit A - OCROV Certified Results

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL
ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULT
AND SUCH MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Cypress, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that candidates were nominated to fill the vacancy or vacancies as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Charter of the City of Cypress; and

WHEREAS, pursuant to Resolution No. 6975 adopted on June 24, 2024 and Resolution No. 6985 adopted on July 8, 2024 the Registrar of Voters of the County of Orange canvassed the returns of the election and has certified the results to the City Council, the results are received, attached and made a part hereof as Exhibit A.

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

SECTION 1. That for the office of Member of the City Council District 3 the whole number of vote center ballots cast was 1,010. That the whole number of vote by mail voter ballots cast was 3,941, making a total of 4,951 votes cast for the office of Member of the City Council District 3.

That for the office of Member of the City Council District 4 the whole number of vote center ballots cast was 1,284. That the whole number of vote by mail voter ballots cast was 4,384, making a total of 5,668 votes cast for the office of Member of the City Council District 4.

That for the measure voted upon at the election, Measure S, the whole number of vote center ballots cast was 5,621. That the whole number of vote by mail voter ballots cast was 18,912, making a total of 24,533 votes cast for Measure S.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows:

District 3 – Mark Plager, Kyle Chang and Gayel Kaplan
District 4 – Leo Medrano, Blaze Bhence and Glenn Button

That the measure voted upon at the election is as follows:

MEASURE S

To address the rising cost of living and high cost of housing (without raising taxes); retain/attract small business; maintain local control; meet state housing requirements; provide for housing needs of workers, seniors, and middle-class families, shall the City of Cypress measure to approve an ordinance amending the Cypress Town Center and Commons Specific Plan to allow the right to develop 676 additional housing units, over time, at the Los Alamitos Race Course instead of allowing 766 housing units elsewhere in Cypress, be adopted?	YES
	NO

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City for each persons above named for the respective offices for which the persons were candidates and for and against the measure were as listed in Exhibit “A” attached.

SECTION 4. The City Council does declare and determine that:

Kyle Chang was elected as Member of the City Council District 3 for the full term of four years;

Leo Medrano was elected as Member of the City Council District 4 for the full term of four years; and

That as a result of the election, a majority of the voters voting on Measure S did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of votes cast in the City; (2) The names of the persons voted for; (3) The measure(s) voted upon; (4) For what office each person was voted for; (5) The number of votes given at each precinct to each person, and for and against each measure(s); (6) The total number of votes given to each person, and for and against each measure.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 9th day of December, 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 9th day of November, 2024, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

MEASURE S

YES
NO

13,334
9,336

VOTE CENTER BALLOTS CAST:
VOTE-BY-MAIL BALLOTS CAST:
TOTAL BALLOTS CAST:

5,621
18,912
24,533

I hereby certify that the number of votes cast for each candidate and measure is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 3rd day of December, 2024.



A handwritten signature in black ink, appearing to read "Bob Page", is written over the printed name.

BOB PAGE
Registrar of Voters
Orange County

CITY OF CYPRESS Member, City Council, District 3

Vote Center Totals						
District	Registration	Ballots Cast	Turnout (%)	MARK H. PLAGER	KYLE CHANG	GAYEL KAPLAN
Orange County	6,258	1,010	16.1	519	258	114
Orange County	6,258	1,010	16.1	519	258	114
45th Congressional District	6,258	1,010	16.1	519	258	114
36th Senate District	6,258	1,010	16.1	519	258	114
67th Assembly District	6,258	1,010	16.1	519	258	114
1st Supervisorial District	6,258	1,010	16.1	519	258	114
Cypress	6,258	1,010	16.1	519	258	114
Cypress Council District 3	6,258	1,010	16.1	519	258	114
State Board of Equalization (4th District)	6,258	1,010	16.1	519	258	114
4th District Court of Appeal	6,258	1,010	16.1	519	258	114
County Board of Education Trustee Area 2	6,258	1,010	16.1	519	258	114
North Orange County Community College District	6,258	1,010	16.1	519	258	114
North Orange County Community College District Trustee Area 1	6,258	1,010	16.1	519	258	114
Cypress School District	5,236	797	15.2	418	200	86
Cypress School District Trustee Area B	2,094	353	16.9	174	84	39
Cypress School District Trustee Area C	2,012	258	12.8	143	69	23
Cypress School District Trustee Area E	1,130	186	16.5	101	47	24
Savanna School District	1,022	213	20.8	101	58	28
Savanna School District Trustee Area 4	1,022	213	20.8	101	58	28
Anaheim Union High School District	6,258	1,010	16.1	519	258	114
Anaheim Union High School District Trustee Area 5	6,258	1,010	16.1	519	258	114
Municipal Water District of Orange County	6,258	1,010	16.1	519	258	114
Municipal Water District of Orange County Division 3	6,258	1,010	16.1	519	258	114
Orange County Water District	6,258	1,010	16.1	519	258	114
Orange County Water District Division 4	6,258	1,010	16.1	519	258	114
Historical 2010 - 47th Congressional District	6,258	1,010	16.1	519	258	114
Historical 2010 - 29th Senate District	6,258	1,010	16.1	519	258	114
Historical 2010 - 65th Assembly District	6,258	1,010	16.1	519	258	114
Historical 2010 - State Board of Equalization (4th District)	6,258	1,010	16.1	519	258	114
Historical 2010 - 2nd Supervisorial District	6,258	1,010	16.1	519	258	114
Historical 2010 - County Board of Education Trustee Area 2	6,258	1,010	16.1	519	258	114
Proposition 2	6,258	1,010	16.1	519	258	114
Proposition 3	6,258	1,010	16.1	519	258	114
Proposition 4	6,258	1,010	16.1	519	258	114
Proposition 5	6,258	1,010	16.1	519	258	114
Proposition 6	6,258	1,010	16.1	519	258	114
Proposition 32	6,258	1,010	16.1	519	258	114
Proposition 33	6,258	1,010	16.1	519	258	114
Proposition 34	6,258	1,010	16.1	519	258	114
Proposition 35	6,258	1,010	16.1	519	258	114
Proposition 36	6,258	1,010	16.1	519	258	114
United States Senator Partial/Unexpired Term	6,258	1,010	16.1	519	258	114
United States Senator	6,258	1,010	16.1	519	258	114

CITY OF CYPRESS Member, City Council, District 3

Vote Center Totals						
District	Registration	Ballots Cast	Turnout (%)	MARK H. PLAGER	KYLE CHANG	GAYEL KAPLAN
	6,258	1,010	16.1	519	258	114
	6,258	1,010	16.1	519	258	114
	6,258	1,010	16.1	519	258	114

CITY OF CYPRESS Member, City Council, District 3

Vote by Mail Totals						
	Registration	Ballots Cast	Turnout (%)	MARK H. PLAGER	KYLE CHANG	GAYEL KAPLAN
District						
Orange County	6,258	3,941	63.0	1409	1699	451
Orange County	6,258	3,941	63.0	1409	1699	451
45th Congressional District	6,258	3,941	63.0	1409	1699	451
36th Senate District	6,258	3,941	63.0	1409	1699	451
67th Assembly District	6,258	3,941	63.0	1409	1699	451
1st Supervisorial District	6,258	3,941	63.0	1409	1699	451
Cypress	6,258	3,941	63.0	1409	1699	451
Cypress Council District 3	6,258	3,941	63.0	1409	1699	451
State Board of Equalization (4th District)	6,258	3,941	63.0	1409	1699	451
4th District Court of Appeal	6,258	3,941	63.0	1409	1699	451
County Board of Education Trustee Area 2	6,258	3,941	63.0	1409	1699	451
North Orange County Community College District	6,258	3,941	63.0	1409	1699	451
North Orange County Community College District Trustee Area 1	6,258	3,941	63.0	1409	1699	451
Cypress School District	5,236	3,394	64.8	1194	1511	372
Cypress School District Trustee Area B	2,094	1,295	61.8	413	566	189
Cypress School District Trustee Area C	2,012	1,375	68.3	513	651	93
Cypress School District Trustee Area E	1,130	724	64.1	268	294	90
Savanna School District	1,022	547	53.5	215	188	79
Savanna School District Trustee Area 4	1,022	547	53.5	215	188	79
Anaheim Union High School District	6,258	3,941	63.0	1409	1699	451
Anaheim Union High School District Trustee Area 5	6,258	3,941	63.0	1409	1699	451
Municipal Water District of Orange County	6,258	3,941	63.0	1409	1699	451
Municipal Water District of Orange County Division 3	6,258	3,941	63.0	1409	1699	451
Orange County Water District	6,258	3,941	63.0	1409	1699	451
Orange County Water District Division 4	6,258	3,941	63.0	1409	1699	451
Historical 2010 - 47th Congressional District	6,258	3,941	63.0	1409	1699	451
Historical 2010 - 29th Senate District	6,258	3,941	63.0	1409	1699	451
Historical 2010 - 65th Assembly District	6,258	3,941	63.0	1409	1699	451
Historical 2010 - State Board of Equalization (4th District)	6,258	3,941	63.0	1409	1699	451
Historical 2010 - 2nd Supervisorial District	6,258	3,941	63.0	1409	1699	451
Historical 2010 - County Board of Education Trustee Area 2	6,258	3,941	63.0	1409	1699	451
Proposition 2	6,258	3,941	63.0	1409	1699	451
Proposition 3	6,258	3,941	63.0	1409	1699	451
Proposition 4	6,258	3,941	63.0	1409	1699	451
Proposition 5	6,258	3,941	63.0	1409	1699	451
Proposition 6	6,258	3,941	63.0	1409	1699	451
Proposition 32	6,258	3,941	63.0	1409	1699	451
Proposition 33	6,258	3,941	63.0	1409	1699	451
Proposition 34	6,258	3,941	63.0	1409	1699	451
Proposition 35	6,258	3,941	63.0	1409	1699	451
Proposition 36	6,258	3,941	63.0	1409	1699	451
United States Senator Partial/Unexpired Term	6,258	3,941	63.0	1409	1699	451
United States Senator	6,258	3,941	63.0	1409	1699	451

CITY OF CYPRESS Member, City Council, District 3

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	MARK H. PLAGER	KYLE CHANG	GAYEL KAPLAN
President	6,258	3,941	63.0	1409	1699	451
Vote by Mail Totals	6,258	3,941	63.0	1,409	1,699	451

CITY OF CYPRESS Member, City Council, District 3

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	MARK H. PLAGER	KYLE CHANG	GAYEL KAPLAN
Orange County	6,258	4,951	79.1	1928	1957	565
Orange County	6,258	4,951	79.1	1928	1957	565
45th Congressional District	6,258	4,951	79.1	1928	1957	565
36th Senate District	6,258	4,951	79.1	1928	1957	565
67th Assembly District	6,258	4,951	79.1	1928	1957	565
1st Supervisorial District	6,258	4,951	79.1	1928	1957	565
Cypress	6,258	4,951	79.1	1928	1957	565
Cypress Council District 3	6,258	4,951	79.1	1928	1957	565
State Board of Equalization (4th District)	6,258	4,951	79.1	1928	1957	565
4th District Court of Appeal	6,258	4,951	79.1	1928	1957	565
County Board of Education Trustee Area 2	6,258	4,951	79.1	1928	1957	565
North Orange County Community College District	6,258	4,951	79.1	1928	1957	565
North Orange County Community College District Trustee Area 1	6,258	4,951	79.1	1928	1957	565
Cypress School District	5,236	4,191	80.0	1612	1711	458
Cypress School District Trustee Area B	2,094	1,648	78.7	587	650	228
Cypress School District Trustee Area C	2,012	1,633	81.2	656	720	116
Cypress School District Trustee Area E	1,130	910	80.5	369	341	114
Savanna School District	1,022	760	74.4	316	246	107
Savanna School District Trustee Area 4	1,022	760	74.4	316	246	107
Anaheim Union High School District	6,258	4,951	79.1	1928	1957	565
Anaheim Union High School District Trustee Area 5	6,258	4,951	79.1	1928	1957	565
Municipal Water District of Orange County	6,258	4,951	79.1	1928	1957	565
Municipal Water District of Orange County Division 3	6,258	4,951	79.1	1928	1957	565
Orange County Water District	6,258	4,951	79.1	1928	1957	565
Orange County Water District Division 4	6,258	4,951	79.1	1928	1957	565
Historical 2010 - 47th Congressional District	6,258	4,951	79.1	1928	1957	565
Historical 2010 - 29th Senate District	6,258	4,951	79.1	1928	1957	565
Historical 2010 - 65th Assembly District	6,258	4,951	79.1	1928	1957	565
Historical 2010 - State Board of Equalization (4th District)	6,258	4,951	79.1	1928	1957	565
Historical 2010 - 2nd Supervisorial District	6,258	4,951	79.1	1928	1957	565
Historical 2010 - County Board of Education Trustee Area 2	6,258	4,951	79.1	1928	1957	565
Proposition 2	6,258	4,951	79.1	1928	1957	565
Proposition 3	6,258	4,951	79.1	1928	1957	565
Proposition 4	6,258	4,951	79.1	1928	1957	565
Proposition 5	6,258	4,951	79.1	1928	1957	565
Proposition 6	6,258	4,951	79.1	1928	1957	565
Proposition 32	6,258	4,951	79.1	1928	1957	565
Proposition 33	6,258	4,951	79.1	1928	1957	565
Proposition 34	6,258	4,951	79.1	1928	1957	565
Proposition 35	6,258	4,951	79.1	1928	1957	565
Proposition 36	6,258	4,951	79.1	1928	1957	565
United States Senator Partial/Unexpired Term	6,258	4,951	79.1	1928	1957	565
United States Senator	6,258	4,951	79.1	1928	1957	565

CITY OF CYPRESS Member, City Council, District 3

Grand Totals						
	Registration	Ballots Cast	Turnout (%)	MARK H. PLAGER	KYLE CHANG	GAYEL KAPLAN
District						
President	6,258	4,951	79.1	1928	1957	565
Vote Center Totals	6,258	1,010	16.1	519	258	114
Vote by Mail Totals	6,258	3,941	63.0	1,409	1,699	451
Grand Totals	6,258	4,951	79.1	1,928	1,957	565

CITY OF CYPRESS Member, City Council, District 4

Vote Center Totals

District	Registration	Ballots Cast	Turnout (%)	LEO MEDRANO	BLAZE BHENCE	GLENN BUTTON
Orange County	7,139	1,284	18.0	447	179	517
Orange County	7,139	1,284	18.0	447	179	517
45th Congressional District	7,139	1,284	18.0	447	179	517
36th Senate District	7,139	1,284	18.0	447	179	517
67th Assembly District	7,139	1,284	18.0	447	179	517
1st Supervisorial District	7,139	1,284	18.0	447	179	517
Cypress	7,139	1,284	18.0	447	179	517
Cypress Council District 4	7,139	1,284	18.0	447	179	517
State Board of Equalization (4th District)	7,139	1,284	18.0	447	179	517
4th District Court of Appeal	7,139	1,284	18.0	447	179	517
County Board of Education Trustee Area 2	7,139	1,284	18.0	447	179	517
North Orange County Community College District	7,139	1,284	18.0	447	179	517
North Orange County Community College District Trustee Area 1	7,139	1,284	18.0	447	179	517
Cypress School District	6,026	1,022	17.0	368	144	400
Cypress School District Trustee Area C	498	91	18.3	40	23	24
Cypress School District Trustee Area D	4,490	739	16.5	260	97	289
Cypress School District Trustee Area E	1,038	192	18.5	68	24	87
Anaheim Union High School District	6,026	1,022	17.0	368	144	400
Anaheim Union High School District Trustee Area 5	6,026	1,022	17.0	368	144	400
Los Alamitos Unified School District	1,113	262	23.5	79	35	117
Los Alamitos Unified School District Trustee Area 1	1,113	262	23.5	79	35	117
Municipal Water District of Orange County	7,139	1,284	18.0	447	179	517
Municipal Water District of Orange County Division 3	7,139	1,284	18.0	447	179	517
Orange County Water District	7,139	1,284	18.0	447	179	517
Orange County Water District Division 4	7,139	1,284	18.0	447	179	517
Rossmoor/Los Alamitos Area Sewer District	128	7	5.5	6	0	1
Historical 2010 - 47th Congressional District	7,139	1,284	18.0	447	179	517
Historical 2010 - 29th Senate District	7,139	1,284	18.0	447	179	517
Historical 2010 - 65th Assembly District	7,139	1,284	18.0	447	179	517
Historical 2010 - State Board of Equalization (4th District)	7,139	1,284	18.0	447	179	517
Historical 2010 - 2nd Supervisorial District	7,139	1,284	18.0	447	179	517
Historical 2010 - County Board of Education Trustee Area 2	7,139	1,284	18.0	447	179	517
Proposition 2	7,139	1,284	18.0	447	179	517
Proposition 3	7,139	1,284	18.0	447	179	517
Proposition 4	7,139	1,284	18.0	447	179	517
Proposition 5	7,139	1,284	18.0	447	179	517
Proposition 6	7,139	1,284	18.0	447	179	517
Proposition 32	7,139	1,284	18.0	447	179	517
Proposition 33	7,139	1,284	18.0	447	179	517
Proposition 34	7,139	1,284	18.0	447	179	517
Proposition 35	7,139	1,284	18.0	447	179	517
Proposition 36	7,139	1,284	18.0	447	179	517

CITY OF CYPRESS Member, City Council, District 4

Vote Center Totals						
	Registration	Ballots Cast	Turnout (%)	LEO MEDRANO	BLAZE BHENCE	GLENN BUTTON
District						
United States Senator Partial/Unexpired Term	7,139	1,284	18.0	447	179	517
United States Senator	7,139	1,284	18.0	447	179	517
President	7,139	1,284	18.0	447	179	517
Vote Center Totals	7,139	1,284	18.0	447	179	517

CITY OF CYPRESS Member, City Council, District 4

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	LEO MEDRANO	BLAZE BHENCE	GLENN BUTTON
Orange County	7,139	4,384	61.4	1589	1150	1159
Orange County	7,139	4,384	61.4	1589	1150	1159
45th Congressional District	7,139	4,384	61.4	1589	1150	1159
36th Senate District	7,139	4,384	61.4	1589	1150	1159
67th Assembly District	7,139	4,384	61.4	1589	1150	1159
1st Supervisorial District	7,139	4,384	61.4	1589	1150	1159
Cypress	7,139	4,384	61.4	1589	1150	1159
Cypress Council District 4	7,139	4,384	61.4	1589	1150	1159
State Board of Equalization (4th District)	7,139	4,384	61.4	1589	1150	1159
4th District Court of Appeal	7,139	4,384	61.4	1589	1150	1159
County Board of Education Trustee Area 2	7,139	4,384	61.4	1589	1150	1159
North Orange County Community College District	7,139	4,384	61.4	1589	1150	1159
North Orange County Community College District Trustee Area 1	7,139	4,384	61.4	1589	1150	1159
Cypress School District	6,026	3,762	62.4	1381	974	971
Cypress School District Trustee Area C	498	278	55.8	91	90	63
Cypress School District Trustee Area D	4,490	2,874	64.0	1027	761	741
Cypress School District Trustee Area E	1,038	610	58.8	263	123	167
Anaheim Union High School District	6,026	3,762	62.4	1381	974	971
Anaheim Union High School District Trustee Area 5	6,026	3,762	62.4	1381	974	971
Los Alamitos Unified School District	1,113	622	55.9	208	176	188
Los Alamitos Unified School District Trustee Area 1	1,113	622	55.9	208	176	188
Municipal Water District of Orange County	7,139	4,384	61.4	1589	1150	1159
Municipal Water District of Orange County Division 3	7,139	4,384	61.4	1589	1150	1159
Orange County Water District	7,139	4,384	61.4	1589	1150	1159
Orange County Water District Division 4	7,139	4,384	61.4	1589	1150	1159
Rossmoor/Los Alamitos Area Sewer District	128	96	75.0	20	26	21
Historical 2010 - 47th Congressional District	7,139	4,384	61.4	1589	1150	1159
Historical 2010 - 29th Senate District	7,139	4,384	61.4	1589	1150	1159
Historical 2010 - 65th Assembly District	7,139	4,384	61.4	1589	1150	1159
Historical 2010 - State Board of Equalization (4th District)	7,139	4,384	61.4	1589	1150	1159
Historical 2010 - 2nd Supervisorial District	7,139	4,384	61.4	1589	1150	1159
Historical 2010 - County Board of Education Trustee Area 2	7,139	4,384	61.4	1589	1150	1159
Proposition 2	7,139	4,384	61.4	1589	1150	1159
Proposition 3	7,139	4,384	61.4	1589	1150	1159
Proposition 4	7,139	4,384	61.4	1589	1150	1159
Proposition 5	7,139	4,384	61.4	1589	1150	1159
Proposition 6	7,139	4,384	61.4	1589	1150	1159
Proposition 32	7,139	4,384	61.4	1589	1150	1159
Proposition 33	7,139	4,384	61.4	1589	1150	1159
Proposition 34	7,139	4,384	61.4	1589	1150	1159
Proposition 35	7,139	4,384	61.4	1589	1150	1159
Proposition 36	7,139	4,384	61.4	1589	1150	1159

CITY OF CYPRESS Member, City Council, District 4

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	LEO MEDRANO	BLAZE BHENCE	GLENN BUTTON
United States Senator Partial/Unexpired Term	7,139	4,384	61.4	1589	1150	1159
United States Senator	7,139	4,384	61.4	1589	1150	1159
President	7,139	4,384	61.4	1589	1150	1159
Vote by Mail Totals	7,139	4,384	61.4	1,589	1,150	1,159

CITY OF CYPRESS Member, City Council, District 4

Grand Totals						
	Registration	Ballots Cast	Turnout (%)	LEO MEDRANO	BLAZE BHENCE	GLENN BUTTON
District						
Orange County	7,139	5,668	79.4	2036	1329	1676
Orange County	7,139	5,668	79.4	2036	1329	1676
45th Congressional District	7,139	5,668	79.4	2036	1329	1676
36th Senate District	7,139	5,668	79.4	2036	1329	1676
67th Assembly District	7,139	5,668	79.4	2036	1329	1676
1st Supervisorial District	7,139	5,668	79.4	2036	1329	1676
Cypress	7,139	5,668	79.4	2036	1329	1676
Cypress Council District 4	7,139	5,668	79.4	2036	1329	1676
State Board of Equalization (4th District)	7,139	5,668	79.4	2036	1329	1676
4th District Court of Appeal	7,139	5,668	79.4	2036	1329	1676
County Board of Education Trustee Area 2	7,139	5,668	79.4	2036	1329	1676
North Orange County Community College District	7,139	5,668	79.4	2036	1329	1676
North Orange County Community College District Trustee Area 1	7,139	5,668	79.4	2036	1329	1676
Cypress School District	6,026	4,784	79.4	1749	1118	1371
Cypress School District Trustee Area C	498	369	74.1	131	113	87
Cypress School District Trustee Area D	4,490	3,613	80.5	1287	858	1030
Cypress School District Trustee Area E	1,038	802	77.3	331	147	254
Anaheim Union High School District	6,026	4,784	79.4	1749	1118	1371
Anaheim Union High School District Trustee Area 5	6,026	4,784	79.4	1749	1118	1371
Los Alamitos Unified School District	1,113	884	79.4	287	211	305
Los Alamitos Unified School District Trustee Area 1	1,113	884	79.4	287	211	305
Municipal Water District of Orange County	7,139	5,668	79.4	2036	1329	1676
Municipal Water District of Orange County Division 3	7,139	5,668	79.4	2036	1329	1676
Orange County Water District	7,139	5,668	79.4	2036	1329	1676
Orange County Water District Division 4	7,139	5,668	79.4	2036	1329	1676
Rossmoor/Los Alamitos Area Sewer District	128	103	80.5	26	26	22
Historical 2010 - 47th Congressional District	7,139	5,668	79.4	2036	1329	1676
Historical 2010 - 29th Senate District	7,139	5,668	79.4	2036	1329	1676
Historical 2010 - 65th Assembly District	7,139	5,668	79.4	2036	1329	1676
Historical 2010 - State Board of Equalization (4th District)	7,139	5,668	79.4	2036	1329	1676
Historical 2010 - 2nd Supervisorial District	7,139	5,668	79.4	2036	1329	1676
Historical 2010 - County Board of Education Trustee Area 2	7,139	5,668	79.4	2036	1329	1676
Proposition 2	7,139	5,668	79.4	2036	1329	1676
Proposition 3	7,139	5,668	79.4	2036	1329	1676
Proposition 4	7,139	5,668	79.4	2036	1329	1676
Proposition 5	7,139	5,668	79.4	2036	1329	1676
Proposition 6	7,139	5,668	79.4	2036	1329	1676
Proposition 32	7,139	5,668	79.4	2036	1329	1676
Proposition 33	7,139	5,668	79.4	2036	1329	1676
Proposition 34	7,139	5,668	79.4	2036	1329	1676
Proposition 35	7,139	5,668	79.4	2036	1329	1676
Proposition 36	7,139	5,668	79.4	2036	1329	1676

CITY OF CYPRESS Member, City Council, District 4

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	LEO MEDRANO	BLAZE BHENCE	GLENN BUTTON
United States Senator	7,139	5,668	79.4	2036	1329	1676
Partial/Unexpired Term						
United States Senator	7,139	5,668	79.4	2036	1329	1676
President	7,139	5,668	79.4	2036	1329	1676
Vote Center Totals	7,139	1,284	18.0	447	179	517
Vote by Mail Totals	7,139	4,384	61.4	1,589	1,150	1,159
Grand Totals	7,139	5,668	79.4	2,036	1,329	1,676

S-City of Cypress

Vote Center Totals

District	Registration	Ballots Cast	Turnout (%)	Yes	No
Orange County	31,819	5,621	17.7	2,936	2,208
Orange County	31,819	5,621	17.7	2,936	2,208
45th Congressional District	31,819	5,621	17.7	2,936	2,208
36th Senate District	31,819	5,621	17.7	2,936	2,208
67th Assembly District	31,819	5,621	17.7	2,936	2,208
1st Supervisorial District	31,819	5,621	17.7	2,936	2,208
Cypress	31,819	5,621	17.7	2,936	2,208
Cypress Council District 1	6,124	1,102	18.0	624	380
Cypress Council District 2	5,089	966	19.0	568	304
Cypress Council District 3	6,258	1,010	16.1	559	363
Cypress Council District 4	7,139	1,284	18.0	589	597
Cypress Council District 5	7,209	1,259	17.5	596	564
State Board of Equalization (4th District)	31,819	5,621	17.7	2,936	2,208
4th District Court of Appeal	31,819	5,621	17.7	2,936	2,208
County Board of Education Trustee Area 2	31,819	5,621	17.7	2,936	2,208
North Orange County Community College District	31,819	5,621	17.7	2,936	2,208
North Orange County Community College District Trustee Area 1	20,606	3,553	17.2	1,744	1,524
North Orange County Community College District Trustee Area 3	11,213	2,068	18.4	1,192	684
Centralia School District	575	121	21.0	81	27
Centralia School District Trustee Area 3	575	121	21.0	81	27
Cypress School District	24,444	4,196	17.2	2,203	1,637
Cypress School District Trustee Area A	2,782	508	18.3	285	157
Cypress School District Trustee Area B	4,736	863	18.2	483	306
Cypress School District Trustee Area C	5,907	897	15.2	477	347
Cypress School District Trustee Area D	6,307	1,120	17.8	551	483
Cypress School District Trustee Area E	4,712	808	17.1	407	344
Savanna School District	1,900	400	21.1	230	139
Savanna School District Trustee Area 3	878	187	21.3	99	72
Savanna School District Trustee Area 4	1,022	213	20.8	131	67
Anaheim Union High School District	26,919	4,717	17.5	2,514	1,803
Anaheim Union High School District Trustee Area 4	135	26	19.3	19	5
Anaheim Union High School District Trustee Area 5	26,784	4,691	17.5	2,495	1,798
Los Alamitos Unified School District	1,113	262	23.5	131	109
Los Alamitos Unified School District Trustee Area 1	1,113	262	23.5	131	109
Garden Grove Unified School District	3,787	642	17.0	291	296
Garden Grove Unified School District Trustee Area 1	3,787	642	17.0	291	296
Municipal Water District of Orange County	31,819	5,621	17.7	2,936	2,208
Municipal Water District of Orange County Division 3	31,819	5,621	17.7	2,936	2,208
Orange County Water District	31,819	5,621	17.7	2,936	2,208
Orange County Water District Division 3	4,919	952	19.4	555	289

S-City of Cypress

Vote Center Totals					
District	Registration	Ballots Cast	Turnout (%)	Yes	No
Orange County Water District Division 4	26,900	4,669	17.4	2,381	1,919
Rossmoor/Los Alamitos Area Sewer District	128	7	5.5	5	2
Historical 2010 - 47th Congressional District	31,819	5,621	17.7	2,936	2,208
Historical 2010 - 29th Senate District	31,819	5,621	17.7	2,936	2,208
Historical 2010 - 65th Assembly District	31,819	5,621	17.7	2,936	2,208
Historical 2010 - State Board of Equalization (4th District)	31,819	5,621	17.7	2,936	2,208
Historical 2010 - 2nd Supervisorial District	31,819	5,621	17.7	2,936	2,208
Historical 2010 - County Board of Education Trustee Area 2	31,819	5,621	17.7	2,936	2,208
Proposition 2	31,819	5,621	17.7	2,936	2,208
Proposition 3	31,819	5,621	17.7	2,936	2,208
Proposition 4	31,819	5,621	17.7	2,936	2,208
Proposition 5	31,819	5,621	17.7	2,936	2,208
Proposition 6	31,819	5,621	17.7	2,936	2,208
Proposition 32	31,819	5,621	17.7	2,936	2,208
Proposition 33	31,819	5,621	17.7	2,936	2,208
Proposition 34	31,819	5,621	17.7	2,936	2,208
Proposition 35	31,819	5,621	17.7	2,936	2,208
Proposition 36	31,819	5,621	17.7	2,936	2,208
United States Senator Partial/Unexpired Term	31,819	5,621	17.7	2,936	2,208
United States Senator	31,819	5,621	17.7	2,936	2,208
President	31,819	5,621	17.7	2,936	2,208
Vote Center Totals	31,819	5,621	17.7	2,936	2,208

S-City of Cypress

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	Yes	No
Orange County	31,819	18,912	59.4	10398	7128
Orange County	31,819	18,912	59.4	10398	7128
45th Congressional District	31,819	18,912	59.4	10398	7128
36th Senate District	31,819	18,912	59.4	10398	7128
67th Assembly District	31,819	18,912	59.4	10398	7128
1st Supervisorial District	31,819	18,912	59.4	10398	7128
Cypress	31,819	18,912	59.4	10398	7128
Cypress Council District 1	6,124	3,491	57.0	2183	1051
Cypress Council District 2	5,089	2,527	49.7	1614	697
Cypress Council District 3	6,258	3,941	63.0	2353	1315
Cypress Council District 4	7,139	4,384	61.4	1952	2131
Cypress Council District 5	7,209	4,569	63.4	2296	1934
State Board of Equalization (4th District)	31,819	18,912	59.4	10398	7128
4th District Court of Appeal	31,819	18,912	59.4	10398	7128
County Board of Education Trustee Area 2	31,819	18,912	59.4	10398	7128
North Orange County Community College District	31,819	18,912	59.4	10398	7128
North Orange County Community College District Trustee Area 1	20,606	12,894	62.6	6601	5380
North Orange County Community College District Trustee Area 3	11,213	6,018	53.7	3797	1748
Centralia School District	575	270	47.0	185	62
Centralia School District Trustee Area 3	575	270	47.0	185	62
Cypress School District	24,444	14,512	59.4	7992	5432
Cypress School District Trustee Area A	2,782	1,499	53.9	960	422
Cypress School District Trustee Area B	4,736	2,637	55.7	1614	827
Cypress School District Trustee Area C	5,907	3,678	62.3	2175	1232
Cypress School District Trustee Area D	6,307	3,756	59.6	1845	1639
Cypress School District Trustee Area E	4,712	2,942	62.4	1398	1312
Savanna School District	1,900	1,067	56.2	652	343
Savanna School District Trustee Area 3	878	520	59.2	295	185
Savanna School District Trustee Area 4	1,022	547	53.5	357	158
Anaheim Union High School District	26,919	15,849	58.9	8829	5837
Anaheim Union High School District Trustee Area 4	135	72	53.3	58	10
Anaheim Union High School District Trustee Area 5	26,784	15,777	58.9	8771	5827
Los Alamitos Unified School District	1,113	622	55.9	312	276
Los Alamitos Unified School District Trustee Area 1	1,113	622	55.9	312	276
Garden Grove Unified School District	3,787	2,441	64.5	1257	1015
Garden Grove Unified School District Trustee Area 1	3,787	2,441	64.5	1257	1015
Municipal Water District of Orange County	31,819	18,912	59.4	10398	7128
Municipal Water District of Orange County Division 3	31,819	18,912	59.4	10398	7128
Orange County Water District	31,819	18,912	59.4	10398	7128
Orange County Water District Division 3	4,919	2,498	50.8	1617	676

S-City of Cypress

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	Yes	No
Orange County Water District Division 4	26,900	16,414	61.0	8781	6452
Rossmoor/Los Alamitos Area Sewer District	128	96	75.0	34	49
Historical 2010 - 47th Congressional District	31,819	18,912	59.4	10398	7128
Historical 2010 - 29th Senate District	31,819	18,912	59.4	10398	7128
Historical 2010 - 65th Assembly District	31,819	18,912	59.4	10398	7128
Historical 2010 - State Board of Equalization (4th District)	31,819	18,912	59.4	10398	7128
Historical 2010 - 2nd Supervisorial District	31,819	18,912	59.4	10398	7128
Historical 2010 - County Board of Education Trustee Area 2	31,819	18,912	59.4	10398	7128
Proposition 2	31,819	18,912	59.4	10398	7128
Proposition 3	31,819	18,912	59.4	10398	7128
Proposition 4	31,819	18,912	59.4	10398	7128
Proposition 5	31,819	18,912	59.4	10398	7128
Proposition 6	31,819	18,912	59.4	10398	7128
Proposition 32	31,819	18,912	59.4	10398	7128
Proposition 33	31,819	18,912	59.4	10398	7128
Proposition 34	31,819	18,912	59.4	10398	7128
Proposition 35	31,819	18,912	59.4	10398	7128
Proposition 36	31,819	18,912	59.4	10398	7128
United States Senator Partial/Unexpired Term	31,819	18,912	59.4	10398	7128
United States Senator	31,819	18,912	59.4	10398	7128
President	31,819	18,912	59.4	10398	7128
Vote by Mail Totals	31,819	18,912	59.4	10,398	7,128

S-City of Cypress

Grand Totals					
	Registration	Ballots Cast	Turnout (%)	Yes	No
District					
Orange County	31,819	24,533	77.1	13334	9336
Orange County	31,819	24,533	77.1	13334	9336
45th Congressional District	31,819	24,533	77.1	13334	9336
36th Senate District	31,819	24,533	77.1	13334	9336
67th Assembly District	31,819	24,533	77.1	13334	9336
1st Supervisorial District	31,819	24,533	77.1	13334	9336
Cypress	31,819	24,533	77.1	13334	9336
Cypress Council District 1	6,124	4,593	75.0	2807	1431
Cypress Council District 2	5,089	3,493	68.6	2182	1001
Cypress Council District 3	6,258	4,951	79.1	2912	1678
Cypress Council District 4	7,139	5,668	79.4	2541	2728
Cypress Council District 5	7,209	5,828	80.8	2892	2498
State Board of Equalization (4th District)	31,819	24,533	77.1	13334	9336
4th District Court of Appeal	31,819	24,533	77.1	13334	9336
County Board of Education Trustee Area 2	31,819	24,533	77.1	13334	9336
North Orange County Community College District	31,819	24,533	77.1	13334	9336
North Orange County Community College District Trustee Area 1	20,606	16,447	79.8	8345	6904
North Orange County Community College District Trustee Area 3	11,213	8,086	72.1	4989	2432
Centralia School District	575	391	68.0	266	89
Centralia School District Trustee Area 3	575	391	68.0	266	89
Cypress School District	24,444	18,708	76.5	10195	7069
Cypress School District Trustee Area A	2,782	2,007	72.1	1245	579
Cypress School District Trustee Area B	4,736	3,500	73.9	2097	1133
Cypress School District Trustee Area C	5,907	4,575	77.5	2652	1579
Cypress School District Trustee Area D	6,307	4,876	77.3	2396	2122
Cypress School District Trustee Area E	4,712	3,750	79.6	1805	1656
Savanna School District	1,900	1,467	77.2	882	482
Savanna School District Trustee Area 3	878	707	80.5	394	257
Savanna School District Trustee Area 4	1,022	760	74.4	488	225
Anaheim Union High School District	26,919	20,566	76.4	11343	7640
Anaheim Union High School District Trustee Area 4	135	98	72.6	77	15
Anaheim Union High School District Trustee Area 5	26,784	20,468	76.4	11266	7625
Los Alamitos Unified School District	1,113	884	79.4	443	385
Los Alamitos Unified School District Trustee Area 1	1,113	884	79.4	443	385
Garden Grove Unified School District	3,787	3,083	81.4	1548	1311
Garden Grove Unified School District Trustee Area 1	3,787	3,083	81.4	1548	1311
Municipal Water District of Orange County	31,819	24,533	77.1	13334	9336
Municipal Water District of Orange County Division 3	31,819	24,533	77.1	13334	9336
Orange County Water District	31,819	24,533	77.1	13334	9336
Orange County Water District Division 3	4,919	3,450	70.1	2172	965

S-City of Cypress

Grand Totals					
	Registration	Ballots Cast	Turnout (%)	Yes	No
District					
Orange County Water District Division 4	26,900	21,083	78.4	11162	8371
Rossmoor/Los Alamitos Area Sewer District	128	103	80.5	39	51
Historical 2010 - 47th Congressional District	31,819	24,533	77.1	13334	9336
Historical 2010 - 29th Senate District	31,819	24,533	77.1	13334	9336
Historical 2010 - 65th Assembly District	31,819	24,533	77.1	13334	9336
Historical 2010 - State Board of Equalization (4th District)	31,819	24,533	77.1	13334	9336
Historical 2010 - 2nd Supervisorial District	31,819	24,533	77.1	13334	9336
Historical 2010 - County Board of Education Trustee Area 2	31,819	24,533	77.1	13334	9336
Proposition 2	31,819	24,533	77.1	13334	9336
Proposition 3	31,819	24,533	77.1	13334	9336
Proposition 4	31,819	24,533	77.1	13334	9336
Proposition 5	31,819	24,533	77.1	13334	9336
Proposition 6	31,819	24,533	77.1	13334	9336
Proposition 32	31,819	24,533	77.1	13334	9336
Proposition 33	31,819	24,533	77.1	13334	9336
Proposition 34	31,819	24,533	77.1	13334	9336
Proposition 35	31,819	24,533	77.1	13334	9336
Proposition 36	31,819	24,533	77.1	13334	9336
United States Senator Partial/Unexpired Term	31,819	24,533	77.1	13334	9336
United States Senator	31,819	24,533	77.1	13334	9336
President	31,819	24,533	77.1	13334	9336
Vote Center Totals	31,819	5,621	17.7	2,936	2,208
Vote by Mail Totals	31,819	18,912	59.4	10,398	7,128
Grand Totals	31,819	24,533	77.1	13,334	9,336



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

9.

FROM: Alisha Farnell, City Clerk
DATE: 12/09/2024
SUBJECT: **City Council Reorganization**

RECOMMENDATION

Direct the City Clerk to take nominations and then select the Mayor and Mayor Pro Tem.

DISCUSSION

Pursuant to City Charter Section 404(a), the City Council shall elect one of its members as Mayor and one of its members as Mayor Pro Tem at the City Council meeting held for the purpose of canvassing the results of the general municipal election on even-numbered years.

An outline for the reorganization proceedings describing the method of nominating Council Members for the seats of Mayor and Mayor Pro Tem is attached.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Reorganization Process



City of Cypress
CITY COUNCIL REORGANIZATION
Monday, December 9, 2024

1. Election of Mayor

- A. City Clerk calls for nominations for the position of Mayor
- B. Nomination made by motion and second**
- C. City Clerk calls for a vote

2. Election of Mayor Pro Tem

- A. City Clerk calls for nominations for the position of Mayor Pro Tem
- B. Nomination made by motion and second**
- C. City Clerk calls for a vote

3. Remarks

- A. Opportunity for remarks by Incoming Mayor and Mayor Pro Tem

** If a substitute motion/nomination is made prior to the vote, action must be taken on the substitute motion first. If substitute motion fails, vote is taken on original motion.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

10.

FROM: Alisha Farnell, City Clerk

DATE: 12/09/2024

SUBJECT: Approve the 2025 City Council Regular Meeting Schedule

RECOMMENDATION

Approve the 2025 City Council regular meeting schedule.

DISCUSSION

Municipal Code Section 2-1 establishes that City Council shall hold regular meetings on the second and fourth Monday of each month.

Per City Charter Section 407, any time a regular meeting falls on a holiday, such meeting shall be held on the next business day. In 2025, the second regular City Council meeting in May is scheduled on the Memorial Day holiday. As such, the 2025 City Council regular meeting schedule moves this meeting to the following Tuesday.

The 2025 City Council regular meeting schedule accounts for area school academic calendars and cancels the first meeting in April, the second meeting in July, and the first meeting in August to provide the City Council and staff with the opportunity to take a vacation. Traditionally, the City Council has not met a second time in November and December due to the meetings' proximity to major holidays. Preparing for and staffing a City Council meeting is a major undertaking with significant financial and opportunity costs. Consolidating meetings during the historically slow times of year for City Council business also improves organizational efficiency. As is always the case, if urgent business confronts the City, a special City Council meeting can be called to address it.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

2025 City Council Meeting Schedule



2025 CITY COUNCIL MEETINGS

Monday, January 13, 2025 – Regular Meeting

Monday, January 27, 2025 – Regular Meeting

Monday, February 10, 2025 – Regular Meeting

Monday, February 24, 2025 – Regular Meeting

Monday, March 10, 2025 – Regular Meeting

March/April 2025 – Special Meeting (Strategic Planning)

Monday, March 24, 2025 – Regular Meeting

Monday, April 14, 2025 – **Canceled**

Monday, April 28, 2025 – Regular Meeting

Monday, May 12, 2025 – Regular Meeting

Tuesday, May 27, 2025 – Regular Meeting*

Monday, June 9, 2025 – Regular Meeting

Monday, June 23, 2025 – Regular Meeting

Monday, July 14, 2025 – Regular Meeting/Joint Commission Special Meeting

Monday, July 28, 2025 – **Canceled**

Monday, August 11, 2025 – **Canceled**

Monday, August 25, 2025 – Regular Meeting/Joint Commission Special Meeting

Monday, September 8, 2025 – Regular Meeting

September 2025 – Special Meeting (Strategic Planning)

Monday, September 22, 2025 – Regular Meeting

Monday, October 13, 2025 – Regular Meeting

Monday, October 27, 2025 – Regular Meeting

Monday, November 10, 2025 – Regular Meeting

Monday, November 24, 2025 – **Canceled**

Monday, December 8, 2025 – Regular Meeting

Monday, December 22, 2025 - **Canceled**

* Meeting on Tuesday is in observance of the Memorial Day holiday.