



AGENDA

REGULAR MEETING CYPRESS CITY COUNCIL

May 27, 2025

5:30 P.M. - Workshop - Open to the public

6:00 P.M. - General Session

www.cypressca.org

**5275 Orange Avenue
Cypress, California**

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

CALL TO ORDER

5:30 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 David Burke

Mayor Pro Tem Leo Medrano

Council Member Kyle Chang

Council Member Scott Minikus

Council Member Bonnie Peat

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.

WORKSHOP SESSION - Open to the public

City Hall Executive Board Room Modernization Options

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 David Burke
Mayor Pro Tem Leo Medrano
Council Member Kyle Chang
Council Member Scott Minikus
Council Member Bonnie Peat

INVOCATION St. Irenaeus Catholic Church

PLEDGE OF ALLEGIANCE

REPORT OF CLOSED SESSION / WORKSHOP

City Manager/City Attorney

PRESENTATIONS

Veteran Recognition Presentation

Groundswell/OC Human Relations Presentation

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

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

CONSENT CALENDAR

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

1. Approve Minutes - Meeting of April 28, 2025

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

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

3. Consider Second Reading and Adopting an Ordinance Updating the Municipal Code Relating to Voting Procedures in City Council Meetings Governing Abstentions and Reconsideration

Prepared by: Fred Galante, City Attorney

Recommendation: Consider second reading and adopting an Ordinance amending sections 2.2-11 and 2-2.20 of the Cypress Municipal Code relating to voting procedures in City Council meetings governing abstentions and reconsideration.

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

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation: Adopt a Resolution approving the FY 2025-26 Senate Bill 1 Road Maintenance and Rehabilitation Account funding and project list.

5. Accept the Concrete Rehabilitation (Phase One), Project 387

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Accept the Concrete Rehabilitation (Phase One), Project 387, in the amount of \$186,936 and approve the final payment of \$9,346.80 to CJ Concrete Construction, Inc.; and

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

6. Accept Emergency Sewer Line Repairs on Avenida Granada

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Accept Emergency Sewer Line Repairs on Avenida Granada, in the amount of \$85,694.18; and

2. Approve an \$85,695 appropriation increase in the Sewer Fund for the emergency repairs.

7. Award a Contract to Replace Existing Hardware/Software Systems at the Myra Avenue Stormwater Pumpstations, Project 384

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Award a contract to Evolutionary Commercial Systems, Inc. (ECSI) for \$304,535.98, and authorize a contingency of \$45,500; and
2. Appropriate \$100,036 in the Capital Projects Fund for Project 384; and
3. Transfer \$100,036 from the Storm Drain Fund to the City Capital Projects Fund.

8. Approve a Cooperative Agreement with the City Los Alamitos for the Traffic Signal at the Intersection of Calle Lee and Cerritos Avenue

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Approve the Cooperative Agreement with the City of Los Alamitos for Traffic Signal Maintenance; and
2. Authorize the City Manager to execute the agreement.

9. Approve an Agreement for Audio and Lighting Services at Citywide Special Events

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

Recommendation: Approve a three-year agreement with That Sound Guy for audio and lighting needs at citywide special events not to exceed \$57,975, with an option for two one-year extensions.

10. Receive and File the Five-Year Technology Master Plan

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

Recommendation: Receive and file the Five-Year Technology Master Plan for FY 2025-26 through FY 2029-30.

11. Receive and File the Investment Report for the Month Ended April 30, 2025

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

Recommendation: Receive and file the attached investment report.

12. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of April 12, 2025 through May 9, 2025

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

Recommendation: Receive and file the attached payment register summarized below for the period of April 12, 2025 through May 9, 2025:

- Electronic Funds Transfers 17024 through 17189
- Warrants 67720 through 67929
- Payroll Transfers W1554 through W1555

NEW BUSINESS

13. Discussion on the Fiscal Year 2025-26 Proposed Budget and Capital Improvement Program

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

Recommendation: Receive direction from the City Council on changes to the FY 2025-26 Proposed Budget and Capital Improvement Program scheduled for adoption on June 9, 2025.

ITEMS REMOVED FROM CONSENT CALENDAR

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

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

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

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, June 9, 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 22nd day of May, 2025.

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/4075446948256292700>. 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 437-710-985. No registration or audio pin is necessary.

INVOCATION POLICY

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

AMERICANS WITH DISABILITIES ACT

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



CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Regular

1.

FROM: Alisha Farnell, City Clerk
DATE: 05/27/2025
SUBJECT: Approve Minutes - Meeting of April 28, 2025

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

April 28, 2025 Regular Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
APRIL 28, 2025
5:15 P.M. – Workshop Session
6:00 P.M. – General Session

A regular meeting of the Cypress City Council was called to order at 5:15 p.m. by Mayor Burke in the Executive Board Room, 5275 Orange Avenue, Cypress, California.

ROLL CALL

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

Mayor David Burke
Mayor Pro Tem Leo Medrano
Council Member Kyle Chang
Council Member Scott Minikus
Council Member Bonnie Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Recreation and Community Services Jeff Draper
Director of Public Works Nick Mangkalakiri
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell
Assistant City Engineer Daniel Co
Senior Management Analyst Kirsten Graham

ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS

None.

WORKSHOP SESSION

City Hall Executive Board Room Modernization Options

The Director of Public Works provided a presentation on the item.

City Council discussion ensued.

No action was taken.

Mayor Burke recessed the meeting at 5:55 p.m.

RECONVENE

Mayor Burke reconvened the meeting at 6:07 p.m.

ROLL CALL

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

Mayor David Burke
Mayor Pro Tem Leo Medrano
Council Member Kyle Chang
Council Member Scott Minikus
Council Member Bonnie Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
Director of Public Works Nick Mangkalakiri
City Clerk Alisha Farnell
Recreation Manager Ian Kokot
Senior Management Analyst Kirsten Graham
Business Development Manager Christopher Wong
Police Captain Scott Ausmus
Deputy City Clerk Christina Dizol

INVOCATION Father Binh Nguyen, St. Irenaeus Catholic Church, led the Invocation.

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

REPORT OF CLOSED SESSION / WORKSHOP

The City Attorney reported that the City Council held a Workshop Session regarding City Hall Executive Board Room Modernization Options. The City Council received a presentation, provided feedback and no reportable action was taken.

PRESENTATIONS

The City Council presented Business Environmental Awards to KFC, Home Depot, Stater Brothers, Costco, Pratt & Whitney, and Forest Lawn.

Orange County Fire Authority Division Chief, Matt Schuetz, provided a presentation on the importance of lithium-ion battery safety.

ORAL COMMUNICATIONS ON AGENDA ITEMS

Marilyn Reames, Cypress, spoke regarding Agenda Item No. 8 and 9.

Jon Peat, Cypress, spoke regarding Agenda Item No. 18.

Frances Marquez, Cypress, spoke regarding Agenda Item 18.

Hunter Griffiths, on behalf of Janet Nguyen, spoke regarding Agenda Item No. 18.

Tom Moore, Cypress, spoke regarding Agenda Item No. 18.

Megan Martinez-King, Cypress, spoke regarding Agenda Item No. 18.

Brooke Nafarrate, Cypress, spoke regarding Agenda Item No. 18.

Greg Wade, on behalf of Friends of Cypress Library Club, spoke regarding Agenda Item No. 17.

Leticia Franco, Cypress, spoke regarding speeding on Walker Street.

CONSENT CALENDAR

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

Council Member Minikus stated that Agenda Item No. 13, the Warrant Register, includes electronic fund transfer No. 16873 as reimbursement for medical coverage he is entitled to receive as a CalPERS annuitant. He indicated that in voting for any motion to approve the Warrants Register, he would not be voting on electronic fund transfers No. 16873 for the reason disclosed.

A motion was made by Mayor Burke, and seconded by Council Member Chang, to approve Consent Calendar items No. 1 through 13.

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

AYES:	5	COUNCIL MEMBERS:	Chang, Minikus, Peat, Medrano and Burke
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

Item No. 1: Approve Minutes - Meetings of February 24 and March 10, 2025

Recommendation: Approve as submitted.

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

Item No. 3: Accept Energy Efficiency and Conservation Block Grant Program Equipment Voucher for the Purchase of Electric Vehicles

Recommendation: Accept the \$114,160 Energy Efficiency and Conservation Block Grant Program equipment voucher from the U.S. Department of Energy.

Item No. 4: Approve Plans and Specifications and Award Contracts for Concrete Rehabilitation (Phase Two), Project 414

Recommendation:

1. Approve Plans and Specifications for Concrete Rehabilitation (Phase Two), Project 414; and
2. Award a contract to CT&T Concrete Paving Inc. for \$93,546.78, and authorize a contingency of \$14,000; and
3. Approve a Task Order for Construction Inspection Services to FCG Consultants, Inc. for \$28,385.20 and authorize a contingency of \$4,200.

Item No. 5: Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment

Recommendation: Receive the annual solid waste franchise Consumer Price Index rate adjustment.

Item No. 6: Approve Three Side Letter Agreements with the Cypress Police Officers' Association

Recommendation: Receive and file the 2024 General Plan Annual Progress Report on the implementation of the Housing Element.

1. Adopt a Resolution approving a Side Letter of Agreement between the City of Cypress and the Cypress Police Officers' Association regarding modification of special pay provisions for the MOU effective July 1, 2019 through June 30, 2022 to meet CalPERS audit requirements; and

2. Adopt a Resolution approving a Side Letter of Agreement between the City of Cypress and the Cypress Police Officers' Association regarding proration of certain specialty pays during a leave of absence; and
3. Adopt a Resolution approving a Side Letter of Agreement between the City of Cypress and the Cypress Police Officers' Association authorizing special assignment pay for a newly created Homeless Liaison Officer.

RESOLUTION NO. 7011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT, APPROVING
THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF CYPRESS
AND
THE CYPRESS POLICE OFFICERS' ASSOCIATION REGARDING
CLARIFICATION OF SPECIAL PAY PROVISIONS

RESOLUTION NO. 7012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT, APPROVING
THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF CYPRESS
AND
THE CYPRESS POLICE OFFICERS' ASSOCIATION REGARDING
PRORATION OF SPECIAL PAYS

RESOLUTION NO. 7013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS
OF THE CYPRESS RECREATION AND PARK DISTRICT, APPROVING
THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF CYPRESS
AND
THE CYPRESS POLICE OFFICERS' ASSOCIATION REGARDING
SPECIAL ASSIGNMENT PAY FOR HOMELESS LIAISON

Item No. 7: Approve Alert OC Warning System Memorandum of Understanding with the County of Orange

Recommendation: Approve a Memorandum of Understanding with the County of Orange for participation in Alert OC and authorize the City Manager to approve future updates.

Item No. 8: Amend the Senior Transportation Agreement with California Yellow Cab

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

Item No. 9: Approve a Facility Agreement with North Orange County Community College District

Recommendation:

1. Approve a Facility Agreement with North Orange County Community College District; and
2. Authorize the City Manager to execute subsequent agreements to continue emeritus classes at the Senior Center.

Item No. 10: Receive and File the Cypress Recreation and Park District's Financial Statements and Auditors' Report for the Fiscal Year Ended June 30, 2024

Recommendation: Receive and file the District's Basic Financial Statements and Independent Auditors' Report for the Fiscal Year Ended June 30, 2024.

Item No. 11: Receive and File the Audit Letter to the District Board for the Fiscal Year Ended June 30, 2024

Recommendation: Receive and file the Audit Letter from LSL LLP to the Cypress Recreation and Park District Board of Directors for the Fiscal Year ended June 30, 2024.

Item No. 12: Receive and File the Investment Report for the Month Ended March 31, 2025

Recommendation: Receive and file the attached investment report.

Item No. 13: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of March 8, 2025 through April 11, 2025

Recommendation: Receive and file the attached payment register summarized below for the period of March 8, 2025 through April 11, 2025:

- Electronic Funds Transfers 16847 through 17023
- Warrants 67440 through 67719
- Payroll Transfers W1552 through W1553

PUBLIC HEARINGS

Item No. 14: Approve the Business Park Modernization and Integration Project

Mayor Burke asked Council Members to disclose any communication with anyone relevant to the item.

Mayor Pro Tem Medrano and Council Members Chang and Minikus disclosed general communication with representatives from Warland Investments Company and received a tour of the Goodman facility.

Mayor Burke disclosed communication with a legal representative from Warland Investments Company.

The Planning Director provided a report on this item.

The City Council asked questions of staff.

Mayor Burke opened the Public Hearing and invited members of the public to speak on the item.

George O'Hara, Cypress Chamber of Commerce, spoke in support of this item.

Mark Armbruster, Cypress Land Company, spoke in support of this item.

Frances Marquez, Cypress, asked questions regarding resident feedback.

No further public comments were made.

Mayor Burke closed the Public Hearing.

City Council discussion ensued.

A motion was made by Council Member Minikus, and seconded by Mayor Pro Tem Medrano, to adopt a Resolution amending the General Plan Land Use Element; and introduce for first reading an Ordinance adopting the Cypress Business Park Specific Plan, repealing five specific plans, and approving an Initial Study/Negative Declaration; and introduce for first reading an Ordinance amending off-street parking requirements and definitions in the Cypress Zoning Ordinance.

The City Attorney read the title of the Ordinances.

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

AYES:	5	COUNCIL MEMBERS:	Chang, Minikus, Peat, Medrano and Burke
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

RESOLUTION NO. 7014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, AMENDING THE LAND USE ELEMENT AND LAND USE
POLICY MAP OF THE CITY OF CYPRESS GENERAL PLAN TO REMOVE
REFERENCES TO REPEALED SPECIFIC PLANS AND REPLACE THEM WITH
REFERENCES TO THE CYPRESS BUSINESS PARK SPECIFIC PLAN AS A
RESULT OF THE BUSINESS PARKS MODERNIZATION AND INTEGRATION
PROJECT

**Item No. 15: Approve a Tentative Tract Map for a 26-Unit Townhome Development
at 4872 Lincoln Avenue**

Mayor Burke asked Council Members to disclose any communication with anyone relevant to the item.

No communication was disclosed.

The Planning Director provided a report on this item.

The City Council asked questions of staff.

Mayor Burke opened the Public Hearing and invited members of the public to speak on the item.

No public comments were made.

Mayor Burke closed the Public Hearing.

A motion was made by Council Member Minikus, and seconded by Council Member Chang, to adopt a Resolution approving Tentative Tract Map No. 19359 and finding the project exempt from California Environmental Quality Act requirements; and authorize the City Manager to execute a City Attorney- approved Affordable Housing Agreement.

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

AYES: 5 COUNCIL MEMBERS: Chang, Minikus, Peat, Medrano and Burke
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

RESOLUTION NO. 7015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, APPROVING VESTING TENTATIVE TRACT MAP NO.
19359, FOR A 26-UNIT TOWNHOUSE DEVELOPMENT, INCLUDING
THREE AFFORDABLE UNITS, RESTRICTED TO MODERATE INCOME
HOUSEHOLDS, ON A 0.79-ACRE SITE LOCATED AT 4872 LINCOLN
AVENUE WITHIN THE LINCOLN AVENUE SPECIFIC PLAN AND
FINDING THE PROJECT EXEMPT FROM CALIFORNIA
ENVIRONMENTAL QUALITY ACT REQUIREMENTS

NEW BUSINESS

Item No. 16: Approve an Increase to the General Liability Coverage Self-Insured Retention

The City Clerk provided a report on this item.

A motion was made by Mayor Burke, and seconded by Council Member Peat, to approve an increase to the General Liability Coverage Self-Insured Retention from \$150,000 to \$300,000 effective July 1, 2025.

AYES: 5 COUNCIL MEMBERS: Chang, Minikus, Peat, Medrano and Burke
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

Item No. 17: Approve Fiscal Years 2025-26 and FY 2026-27 Non-Profit Grant Awards

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

City Council discussion ensued.

A motion was made by Mayor Burke, and seconded by Mayor Pro Tem Medrano, to approve \$1,499,839 in Non-Profit Grant Awards for Fiscal Years 2025-26 and 2026-27.

AYES: 5 COUNCIL MEMBERS: Chang, Minikus, Peat, Medrano and Burke
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

ITEMS REMOVED FROM CONSENT CALENDAR

None.

ITEMS FROM CITY COUNCIL MEMBERS

Item No. 18: Recognize City Manager Peter Grant for his Accomplishments and Service to the Cypress Community

Council Member Peat provided a presentation on this item.

The City Council presented a certificate of recognition to the City Manager for his accomplishments and services to the city.

No action was taken.

ORAL COMMUNICATIONS

Deborah Morse, Alzheimer's OC, spoke regarding services & resources available to the community.

Doug Dancs, Long Beach, spoke regarding Agenda Item No. 18.

The City Attorney interjected and advised City Council to stop public comments related to confidential employee agreements.

Discussion ensued between the City Attorney and Mayor.

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

Council Member Minikus:

Acknowledged Jewish American Heritage Month and requested a Proclamation to be added to the May 12th Council Meeting. Congratulated Homewood Suites by Hilton for being recognized as the best new hotel in 2024. Attended the Jersey Mike's grand opening event. Stated he was unable to attend the OC Sanitation District board meeting due to being ill. Attended the Women's Club Tea event. Attended the Strategic Planning session. Attended Regional Military Affairs Committee meeting. Received a tour of the Goodman facility. Attended the Commissioner Appreciation reception. Attended the Special Forces Association Chapter 78 Valor luncheon. Spoke regarding Agenda Item No. 18 and recognized the City Managers accomplishments.

Council Member Peat:

Attended the Orange County Council of Governments General Assembly conference. Attended the Police Department Badge Pinning Ceremony. Attended the Woman's Club Tea event. Attended the Boys and Girls Club of Central Orange Coast 50-year celebration. Attended the Cypress Festival Ad-Hoc Subcommittee meeting. Attended the Strategic Planning session. Attended the OC Sanitation District strategic planning meeting. Attended the Spring Egg Hunt. Attended the Commissioner Appreciation reception. Attended the Senior Center Volunteer Recognition event.

Council Member Chang:

Attended the PACE program graduation and thanked everyone involved with the program. Attended the Cypress School District Ad Hoc Subcommittee meeting. Received a tour of the Goodman facility. Attended the Library Advisory Board meeting. Attended Bridges at Kraemer Place Community Advisory Board meeting.

Mayor Pro Tem Medrano:

Attended the Jersey Mike's ribbon cutting ceremony. Attended Open House event for Congressman Derek Tran. Attended the Cypress Chamber of Commerce Networking Breakfast. Attended "Every 15 Minutes" presentation at Cypress High School. Stated the Anaheim Union High School District Ad Hoc Subcommittee meeting was rescheduled. Attended the Spring Egg Hunt event. Met with representatives from Warland Investments Company. Received a tour of the Goodman facility. Attended the Commissioner Appreciation reception. Attended the Senior Center Volunteer Recognition. Attended a Cypress Kiwanis Club event. Attended the Kennedy High School Scholarship Foundation Award Dinner. Attended the OC Mosquito and Vector Control District board meeting, participated in their Field Day event and went on a ride along. Announced office hours at Subs n Grubs. Will attend the Arnold Cypress Park grand opening event.

Mayor Burke:

Attended the OCFA board meeting. Met with Fire Chief Brian Fennessy. Attended Cypress School District Ad Hoc Subcommittee meeting. Attended Cypress Festival Ad-Hoc Subcommittee meeting. Attended the annual Yom HaShoah event at Cypress College. Attended the Women's Club Tea event. Attended the PACE graduation. Attended the FOCCA scholarship reception. Attended the Spring Egg Hunt. Attended the Commissioner Appreciation reception. Attended the Art League Spring show. Attended the Senior Center Volunteer Recognition event.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Council Member Minikus requested to agendize a proclamation for Jewish American Heritage Month at the May 12th City Council meeting. Council Member Peat supported the item.

CITY MANAGER REMARKS

Stated the grand opening for Arnold Cypress Park will be held on May 9.

ADJOURNMENT – IN MEMORY OF CYPRESS RESIDENT AND COMMUNITY VOLUNTEER RUTH SCHNIPPER

Mayor Burke adjourned the Regular Meeting at 8:52 p.m. to a Regular Meeting, to be held on Monday, May 12, 2025, beginning at 5:30 p.m. in the Council Chambers.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

3.

FROM: Fred Galante, City Attorney

DATE: 05/27/2025

SUBJECT: Consider Second Reading and Adopting an Ordinance Updating the Municipal Code Relating to Voting Procedures in City Council Meetings Governing Abstentions and Reconsideration

RECOMMENDATION

Consider second reading and adopting an Ordinance amending sections 2.2-11 and 2-2.20 of the Cypress Municipal Code relating to voting procedures in City Council meetings governing abstentions and reconsideration.

DISCUSSION

At their May 12 meeting, City Council approved the first reading, by title only, of an Ordinance amending sections 2-2.11 and 2-2.20 of the Cypress Municipal Code relating to voting procedures in City Council meetings governing abstentions and reconsideration. If approved, the Ordinance will become effective in 30 days.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney drafted the attached Ordinance.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS,
CALIFORNIA, AMENDING SECTIONS 2-2.11 AND 2-2.20 OF THE CYPRESS
MUNICIPAL CODE RELATING TO VOTING PROCEDURES IN CITY COUNCIL
MEETINGS GOVERNING ABSTENTIONS AND RECONSIDERATION

WHEREAS, the City Council (the "City Council") of the City of Cypress (the "City") is authorized to establish rules of conduct for its proceedings pursuant to Government Code section 36813; and

WHEREAS, the conduct of City Council meetings is governed by Section 2 of the City's Municipal Code and Robert's Rules of Order; and

WHEREAS, Cypress Municipal Code Section 2.2-11 subsection (e) currently requires a council member to be on the prevailing side if he/she wants to make a motion to reconsider their previous vote; and

WHEREAS, Cypress Municipal Code Section 2-2.20 currently counts abstentions as a vote in favor of a particular motion; and

WHEREAS, the City intends for abstentions to be handled in accordance with Robert's Rules of Order per Cypress Municipal Code Section 2-2.11(f); and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend Cypress Municipal Code Sections 2-2.11 and 2-2.20 to modify their voting procedures regarding abstentions and motions to reconsider.

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

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

SECTION 2. Subsection 2-2.11(e) of the Cypress Municipal Code is hereby revised as follows (additions in **bold underline**; deletions in **~~bold strikethrough~~**):

““§ 2-2.11 Council meetings-Rules of debate.

. . .

(e) *Motion to reconsider.* A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either immediately during the same session or at a recessed or adjourned session thereof. Such motion must be made by one on the prevailing side **or a member who abstained from the vote**, but may be seconded by any council member and may be made at any time and have precedence over all other motions or, while a council member has the floor, it shall be debatable.”

SECTION 3. Section 2-2.20 of the Cypress Municipal Code is hereby revised as follows (additions in **bold underline**; deletions in **~~bold strikethrough~~**):

“§ 2-2.20 Same-Same-Disqualification and abstention.

No city council member shall be permitted to disqualify him/herself if such disqualification results in a tied vote unless such disqualification shall have been approved by the city attorney or by vote of the remainder of the council. ~~Unexcused disqualification and abstentions shall be counted by the city clerk as a vote in favor of the particular motion.~~

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ____ day of _____, 2025.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the _____ day of _____, 2025, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/27/2025

SUBJECT: Approve Senate Bill 1 Road Maintenance and Rehabilitation Account Funding and Project List

RECOMMENDATION

Adopt a Resolution approving the FY 2025-26 Senate Bill 1 Road Maintenance and Rehabilitation Account funding and project list.

DISCUSSION

SB1, the Road Repair and Accountability Act, provides transportation funding from the State of California through the Road Maintenance and Rehabilitation Account (RMRA). Prior to July 1, the City Council is required to annually approve and submit a Resolution to the California Traffic Commission to be eligible for SB1 funding. Public Works recommends applying \$1 million of FY 2025-26 SB1 funds towards the annual Arterial Street Rehabilitation Project. Current projections indicate Cypress will receive \$1.3 million from SB1 in FY 2025-26. The other projects on the RMRA project list are SB1 eligible and additional/remaining RMRA funds can be applied to them with City Council approval.

BUDGET IMPACT

A total of \$2.4 million is programmed for the FY 2025-26 Arterial Street Rehabilitation project in the Proposed FY 2025-26 Budget and Seven-Year CIP. SB1 RMRA provides \$1 million of funding, with the General Fund providing the remaining \$1.4 million for the project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution
Project List



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**

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

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Cypress are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Cypress must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Cypress will receive an estimated \$1,321,153 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the ninth year in which the City of Cypress is receiving SB 1 funding and will enable the City of Cypress to continue essential road maintenance and rehabilitation projects that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Cypress has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Cypress used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Cypress maintain and rehabilitate various streets and transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "excellent/good" condition and this revenue will help maintain the overall quality of our road system and over the next decade; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS RESOLVED, ORDERED, AND FOUND by the City Council of the City of Cypress, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The Fiscal Year 2025-26 list of projects planned to be funded in-part or solely with 2025-26 with Road Maintenance and Rehabilitation Account revenues include:
 - FY 2025-26 Arterial Street Rehabilitation Project
 - Description: This project proposes to slurry seal and/or overlay various streets. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.
 - Location – Various arterial streets, including, but not limited to:
 - Knott Street (Katella Ave to City Limit)
 - Holder Street (Cerritos Ave to Katella Ave)
 - Valley View Street (Orangewood Ave to City Limit, Orange Ave to Ball Rd)
 - Walker Street (Orange Ave to Ball Rd)
 - Estimated Construction Schedule: August – October 2025
 - Estimated Useful Life of Project: Slurry Seal: 5-7 Years; Overlay: 10-15 Years
 - FY 2025-26 Residential Street Resurfacing Project
 - Description: This project proposes to slurry seal and/or overlay various streets and alleys. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.
 - Location – Various residential streets, including, but not limited to: Blanca Dr, Whitney Way, Park Ave, Camp St, Newman Ave, Everest Cir, Christopher St, Rainier Dr, Ashbury Ave, Middlebury Ave, Shasta Cir, Bishop St, Esther St, Lemon Cir, Ethel St, Gregory St, Lemon Ave, Julie Beth St, Fernbury St, Alderbury Ave, Esther St, Ethel St, Gregory St, Julie Beth St, Danbury St, Maybury Cir, Christopher St, Via Ingreso, Via Majorca, Avenida Mateo, Avenida Sevilla, Westbourne Ct, Augusta Ct, Via Entrada, Via Verde, Paseo De Oro, Via Encinas, Avenida Monterey, Fairfield Way, Via Linda, Via Sonoma, Weybridge Ct, Via Media, Avenida Carmel, Avenida Granada, Avenida Madrid, Madeira St, Cozumel St, Mono Kai St, Noumea St, Paseo De Plata, Via Largo, Via Norte, Alleys, Virgil Cir, Noel St, Cary Cir, Pimlico Dr, Delano Dr, Nestle Ave, Tanforan Dr, Delano Ln, Hialeah Dr, Beaver Cir, Aqueduct Dr, Myra Ave, Teresa Ave, Cary Cir, Mardel Dr, Marion Ave, Beaver Cir, Patricia Dr, Santa Maria St, Santa Clara St, Santa Rita St, Larwin Ave, Santa Elise St, Dina Ct, Elizabeth Ct
 - Estimated Construction Schedule: August – October 2025
 - Estimated Useful Life of Project: Slurry Seal: 5-7 Years; Overlay: 10-15 Years

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 27th day of May, 2025.

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 27th day of May, 2025 by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

FY 2025-26 Senate Bill 1 Project List

Agency: City of Cypress

County: Orange

Legislative Districts:

- 36th Senate District – Tony Strickland
- 67th Assembly District – Sharon Quirk-Silva
- 45th Congressional District – Derek Tran

Network Pavement Condition Index (PCI): 85.0 (2025)

1. Project Title: FY 2025-26 Arterial Street Rehabilitation Project

Description: Slurry seal and/or overlay various streets. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.

Proposed Construction Schedule: August – October 2025

Estimated Useful Life: Slurry Seal: 5-7 Years; Overlay: 10-15 Years

Proposed Location – Various arterial streets, including, but not limited to:

- Knott Street (Katella Ave to City Limit)
- Holder Street (Cerritos Ave to Katella Ave)
- Valley View Street (Orangewood Ave to City Limit, Orange Ave to Ball Rd)
- Walker Street (Orange Ave to Ball Rd)

2. Project Title: FY 2025-26 Residential Street Resurfacing Project

Description: Slurry seal and/or overlay various streets and alleys. Scope of work includes thermoplastic striping, traffic loops, adjustment of manholes, and other incidental items of work.

Proposed Construction Schedule: August – October 2025

Estimated Useful Life: Slurry Seal: 5-7 Years; Overlay: 10-15 Years

Proposed Location: – Various residential streets, including, but not limited to: Blanca Dr, Whitney Way, Park Ave, Camp St, Newman Ave, Everest Cir, Christopher St, Rainier Dr, Ashbury Ave, Middlebury Ave, Shasta Cir, Bishop St, Esther St, Lemon Cir, Ethel St, Gregory St, Lemon Ave, Julie Beth St, Fernbury St, Alderbury Ave, Esther St, Ethel St, Gregory St, Julie Beth St, Danbury St, Maybury Cir, Christopher St, Via Ingreso, Via Majorca, Avenida Mateo, Avenida Sevilla, Westbourne Ct, Augusta Ct, Via Entrada, Via Verde, Paseo De Oro, Via Encinas, Avenida Monterey, Fairfield Way, Via Linda, Via Sonoma, Weybridge Ct, Via Media, Avenida Carmel, Avenida Granada, Avenida Madrid, Madeira St, Cozumel St, Mono Kai St, Noumea St, Paseo De Plata, Via Largo, Via Norte, Alleys, Virgil Cir, Noel St, Cary Cir, Pimlico Dr, Delano Dr, Nestle Ave, Tanforan Dr,

Delano Ln, Hialeah Dr, Beaver Cir, Aqueduct Dr, Myra Ave, Teresa Ave, Cary Cir, Mardel Dr, Marion Ave, Beaver Cir, Patricia Dr, Santa Maria St, Santa Clara St, Santa Rita St, Larwin Ave, Santa Elise St, Dina Ct, Elizabeth Ct



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

5.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/27/2025

SUBJECT: Accept the Concrete Rehabilitation (Phase One), Project 387

RECOMMENDATION

1. Accept the Concrete Rehabilitation (Phase One), Project 387, in the amount of \$186,936 and approve the final payment of \$9,346.80 to CJ Concrete Construction, Inc.; and
2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

DISCUSSION

On January 13, the City Council awarded a construction contract to CJ Concrete Construction, Inc. for the first phase of the annual Concrete Rehabilitation project. The project replaced over 4,800 square feet of concrete sidewalks, 970 square feet of driveway approaches, and 400 linear feet of curb and gutter at various locations. The work began in March and was completed in April.

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

Phase Two of the annual Concrete Rehabilitation project is scheduled to begin construction in June and is expected to be completed in July.

BUDGET IMPACT

The original estimated cost of construction and inspection was \$265,248.60, and final project costs totaled \$257,314.10, and sufficient amounts are budgeted in the City's Capital Projects Fund for these capital improvements.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Concrete Rehabilitation Project 387

<u>Item Description</u>	<u>Original Amount</u>	<u>Actual Expenditures</u>	<u>Difference</u>
<u>Construction</u>			
Construction	\$ 162,550.00	\$ 162,550.00	\$ -
Construction Contingency	24,400.00	24,386.00*	14.00
Sub-total Construction	<u>\$ 186,950.00</u>	<u>\$ 186,936.00</u>	<u>\$ 14.00</u>
<u>Construction Management & Inspection</u>			
Inspection	\$ 67,298.60	\$ 67,298.60	\$ -
Inspection Contingency	11,000.00	3,079.50	7,920.50
Sub-total Construction Inspection	<u>\$ 78,298.60</u>	<u>\$ 70,378.10</u>	<u>\$ 7,920.50</u>
Total Project	<u>\$ 265,248.60</u>	<u>\$ 257,314.10</u>	<u>\$ 7,934.50</u>

* Includes change orders for additional concrete quantities.

Note: CM/Inspection expenditures are based on actual hours inspectors are needed on the job site. This figure will vary for each job based on actual project duration, required special inspections/material testing and other factors. Original Contract Amounts are cost estimates/proposals based on the project description, scope of work, and anticipated needs.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/27/2025

SUBJECT: Accept Emergency Sewer Line Repairs on Avenida Granada

RECOMMENDATION

1. Accept Emergency Sewer Line Repairs on Avenida Granada, in the amount of \$85,694.18; and
2. Approve an \$85,695 appropriation increase in the Sewer Fund for the emergency repairs.

DISCUSSION

In February, Public Works identified a sinkhole in the asphalt pavement on Avenida Granada. Upon further investigation, the sinkhole was found to be caused by a void underneath the roadway. An emergency video inspection revealed several offsets in a sewer lateral near the connection to the sewer main line on Avenida Grenada, which serves the Veterans Park restrooms. These sewer line offsets created gaps, leading to soil erosion and ultimately compromising the street's structural integrity. Immediate repairs were undertaken to prevent further damage, minimize disruptions to the City's facilities, and ensure compliance with state sewer permit requirements.

When there is a need for emergency work, Public Works reaches out to contractors who have previously submitted bids on similar projects to see if they are immediately available to perform the required work. Paulus Engineering was available to immediately begin repairs to the sinkhole. Paulus Engineering is based locally in Anaheim and has completed numerous projects for Cypress. This type of emergency work is done on a labor, materials, and equipment basis. This is also known as an emergency "force" account as the City directs and oversees the amount of resources that are used for the job. The City's on-call construction manager, FCG Consultants, inspected the work.

Public Works and FCG both reviewed and approved the "force" account documentation provided by the contractor. The work included excavation, replacement of approximately 65 feet of broken pipe, and restoration of the street and took four working days to complete. A breakdown of project cost details is included in the attached table.

BUDGET IMPACT

Emergency sewer and asphalt repairs, including inspection services, totaled \$85,694.18 and sufficient restricted fund balance amounts are available in the Sewer Fund to pay for these unanticipated project costs.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Cost Table

Construction Photos

PROJECT COST TABLE

Avenida Granada Emergency Sewer Repairs Project 417

<u>Item Description</u>	<u>Amount</u>
<u>Project Cost</u>	
Emergency Sewer Repairs (time & material)	\$ 65,235.01
Construction Management/Inspection Services (on-call consultant)	<u>\$ 20,459.17</u>
Total Project	<u><u>\$ 85,694.18</u></u>

Emergency Sewer Repair Cost Breakdown

<u>Date</u>	<u>Labor</u>	<u>Equipment</u>	<u>Material/Rentals</u>	<u>Total</u>
<u>Avenida Granada</u>				
Day 1 - 2/19/25	\$ 8,189.27	\$ 8,089.65	\$ 3,159.75	\$ 19,438.67
Day 2 - 2/20/25	\$ 7,150.20	\$ 7,773.11	\$ 5,948.72	\$ 20,872.03
Day 3 - 2/21/25	\$ 5,231.26	\$ 4,841.30	\$ 1,774.11	\$ 11,846.67
Day 4 - 2/24/25	\$ 5,451.88	\$ 5,864.66	\$ 1,761.10	\$ 13,077.64
	\$ 26,022.61	\$ 26,568.72	\$ 12,643.68	\$ 65,235.01







CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

7.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/27/2025

SUBJECT: Award a Contract to Replace Existing Hardware/Software Systems at the Myra Avenue Stormwater Pumpstations, Project 384

RECOMMENDATION

1. Award a contract to Evolutionary Commercial Systems, Inc. (EC SI) for \$304,535.98, and authorize a contingency of \$45,500; and
2. Appropriate \$100,036 in the Capital Projects Fund for Project 384; and
3. Transfer \$100,036 from the Storm Drain Fund to the City Capital Projects Fund.

DISCUSSION

The Fiscal Year 2024-25 Capital Improvement Program and Technology Master Plan includes a project to upgrade the City's stormwater pump station Supervisory Control and Data Acquisition (SCADA) systems. The SCADA system is a critical component of the City's stormwater infrastructure and provides real-time data collection at the City's pump stations and allows operators to monitor system performance, manage alarms, and make timely decisions to ensure operational reliability and efficiency.

The City's current SCADA system at the Maintenance Yard and Myra Pump Stations No. 2 and 3 have been in use since 2014 and have reached the end of their service life. SCADA systems typically have a service life of 8 to 10 years, and the City's current systems are now considered obsolete, posing challenges to effective monitoring and control. Notable deficiencies include outdated operating systems, cybersecurity vulnerabilities, obsolete network hardware, malfunctioning alarm dialers, limited touchscreen functionality, and aging processors. This project will replace the outdated systems with a secure, reliable, and modern SCADA platform that is critical for flood management. The Myra Avenue Pumpstation No. 1, currently in design, will include a SCADA system built to the same specifications, ensuring seamless integration across all sites.

Public Works issued a Request for Proposals (RFP) for SCADA Design, Installation, and Integration, and received a single response from EC SI, a firm based in Huntington Beach,

CA. ECSI comes highly recommended, understands the City's operational requirements, has staff that worked on the original SCADA installation at Myra Pumpstations No. 2 and 3, and has performed similar services for the cities of Long Beach and Montebello.

BUDGET IMPACT

Project contract costs are estimated to not exceed \$350,036 and \$250,000 was included in the Capital Projects Fund as part of the FY 2024-25 Adopted Budget. A supplemental appropriation of \$100,036 and a fund transfer from the Storm Drain Fund to the Capital Projects Fund will allow the project to proceed.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract Agreement

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

Evolutionary Commercial Systems, Inc. (ECSI)

**AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
ECSI**

THIS AGREEMENT FOR SCADA DESIGN, INSTALLATION, INTEGRATION, MAINTENANCE, AND TECHNICAL SUPPORT SERVICES FOR STORMWATER PUMPSTATIONS, CIP384 (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the City of Cypress, a California municipal corporation ("City") and Evolutionary Commercial Systems, Inc. (ECSI) ("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 Three Hundred Four Thousand, Five Hundred Thirty-Five Dollars and Ninety-Eight Cents (\$304,535.98) (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

David Burke, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

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

I. GENERAL REQUIREMENTS for SCOPE OF SERVICES

1. General

The work to be done, generally includes: developing a detailed and comprehensive plan to fully upgrade the SCADA system. The upgrade will include the purchase and replacement of computers, routers, and all software/licenses, as well as the SCADA application.

This project will cover Task 1 and Task 2 which includes the equipment replacement that will serve as the baseline scope of work for the SCADA system upgrade. The ultimate goal of this project is the functionality and performance of the end product. ECSI is responsible to perform the design and implementation of the SCADA system and to deliver a complete, "turn-key" solution that meets the City's operational and performance requirements. This includes not only the design and implementation of Task 1 and Task 2, but also ensuring that the future final system is fully functional, integrated, and operational upon completion.

Contractor's performance under this Agreement shall be at the highest level promulgated in the industry.

2. Tasks

Task 1 – Maintenance Yard

The first phase focuses on ensuring a seamless transition and validating the system's functionality. This involves, but is not limited to, the following:

- Purchase two rack mount server computers each with 64GB of RAM and 2TB hard drives in a raid 5 configuration and Zeon processors with the latest Microsoft server software that is compatible with FactoryTalk software by Rockwell Software.
- Purchase a rack mount workstation computer with 32GB of RAM and 2TB hard drives in a raid 1 configuration and a Zeon processor with the latest Microsoft Windows Pro software that is compatible with FactoryTalk software by Rockwell Software as alarm computer.
- Purchase a tower workstation computer with 32GB of RAM and 2TB hard drives in a raid 1 configuration and an Intel i9 13900K processor with the latest Microsoft Windows Pro software that is compatible with FactoryTalk software by Rockwell Software as SCADA HMI computer.
- Purchase a tower workstation computer with 32GB of RAM and 2TB hard drives in a raid 1 configuration and an Intel i9 13900K processor with the latest Microsoft Windows Pro software that is compatible with FactoryTalk software by Rockwell Software as SCADA engineering computer.
- Purchase the next generation of the Cisco 3800 series router.

- Purchase/upgrade all software licenses, FactoryTalk, Win911 as well as software that is used on a regular basis (e.g., MS Office).
- Configure all computers and install the latest software.
- Configure the Cisco router.
- Convert the SCADA application to the latest software.
- Setup a new network system with all the new equipment and updated SCADA application.
- Run both systems in parallel and confirm functionality and fix issues as they arise.

Task 2 - Myra Avenue Stormwater Pump Stations 2 and 3

This phase includes enhancements to the network infrastructure and upgrading the pump stations:

Purchase four Cisco routers that are successors to 1900 series routers.

- Purchase two Allen Bradley replacement touchscreen computers.
- Configure all routers.
- Install and test all routers at each location.
- Configure the touchscreen computers and load the SCADA application on each computer.
- Test each touchscreen computer to verify functionality at each site.
- Optionally, the PLC processor can be replaced and reprogrammed at each pump station.
- Once satisfied with the results this phase is complete.

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

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

II. **Section 5.1(a) shall be amended to read as follows:**

“A policy of commercial 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.”

III. **Section 5.1(c) shall be amended to read as follows:**

“A policy of commercial 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.”

IV. **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.

EXHIBIT “C”
SCHEDULE OF COMPENSATION

E C S I

15121 Graham St., Ste. 101
Huntington Beach, CA 92649
(714) 903-6487 Fax: (714) 903-6497
Email: a.ongun@ecsysinc.com

Quote

DATE	QUOTE #
5/6/2025	25060502-1

NAME / ADDRESS
City of Cypress 5285 Cypress Street Cypress, CA 90630

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Engineering Services as follows: •Purchase two rack mount server computers each with 64GB of RAM and 2TB hard drives in a raid 5 configuration and Zeon processors with the latest Microsoft server software that is compatible with FactoryTalk software by Rockwell Software. •Purchase a rack mount workstation computer with 32GB of RAM and 2TB hard drives in a raid 1 configuration and a Zeon processor with the latest Microsoft Windows Pro software that is compatible with FactoryTalk software by Rockwell Software.as alarm computer. •Purchase a tower workstation computer with 32GB of RAM and 2TB hard drives in a raid 1 configuration and an Intel i9 13900K processor with the latest Microsoft Windows Pro software that is compatible with FactoryTalk software by Rockwell Software as SCADA HMI computer. •Purchase a tower workstation computer with 32GB of RAM and 2TB hard drives in a raid 1 configuration and an Intel i9 13900K processor with the latest Microsoft Windows Pro software that is compatible with FactoryTalk software by Rockwell Software as SCADA engineering computer. •Purchase the next generation of the Cisco 3800 series router or equivalent Dell router. •Upgrade all licenses, FactoryTalk, Win911 as well as software that is used on a regular basis (e.g., MS Office) provided by the City. •Configure all computers and install the latest software. •Configure the Dell router. •Convert the SCADA application to the latest software.	1	90,000.00	90,000.00
Quote is valid 30 days from the day of the quote.		TOTAL	

E C S I

15121 Graham St., Ste. 101
Huntington Beach, CA 92649
(714) 903-6487 Fax: (714) 903-6497
Email: a.ongun@ecsysinc.com

Quote

DATE	QUOTE #
5/6/2025	25060502-1

NAME / ADDRESS
City of Cypress 5285 Cypress Street Cypress, CA 90630

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
•Setup a new network system with all the new equipment and updated SCADA application. •Run both systems in parallel, if possible, and confirm functionality and fix issues as they come up. •Provide Training and Documentation.			
Quote is valid 30 days from the day of the quote.		TOTAL	

E C S I

15121 Graham St., Ste. 101
Huntington Beach, CA 92649
(714) 903-6487 Fax: (714) 903-6497
Email: a.ongun@ecsysinc.com

Quote

DATE	QUOTE #
5/6/2025	25060502-1

NAME / ADDRESS
City of Cypress 5285 Cypress Street Cypress, CA 90630

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Engineering Services for network infrastructure and Myra 2 and 3 as follows: •Purchase four Dell routers that are successors to 1900 series routers. •Purchase two Allen Bradley replacement touchscreen computers. •Configure all of the routers. •Install and test all of the routers at each location. •Configure the touchscreen computers and load the SCADA application on each computer. •Install and test each touchscreen computer to verify functionality at each site.	1	32,800.00	32,800.00
2 A-B touchscreens	1	16,000.00	16,000.00T
4 Dell routers	1	24,000.00	24,000.00T
Two Dell Rack servers, one Dell rack Precision workstation,	1	37,986.00	37,986.00T
Dell Tower workstation	2	7,000.00	14,000.00T
Cisco 3800 series router replacement (Dell)	1	10,200.00	10,200.00T
9800-PC24AUTOB Automation Control Hardware, System Support, 24 x 7 x 365, 5-10 Total Devices	1	4,533.60	4,533.60
Annual subscription			
Quote is valid 30 days from the day of the quote.			TOTAL

E C S I

15121 Graham St., Ste. 101
Huntington Beach, CA 92649
(714) 903-6487 Fax: (714) 903-6497
Email: a.ongun@ecsysinc.com

Quote

DATE	QUOTE #
5/6/2025	25060502-1

NAME / ADDRESS
City of Cypress 5285 Cypress Street Cypress, CA 90630

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
9800-PC24HMICOM HMI Software, System Support, 24 x 7 x 365 For the following licenses: 2524053406 2524053407 2524053408 9701-VWSS025AENE 2526008995 2526008996 9701-VWSS100AENE 2527024316 2527024317 9701-VWSTENE 2529028735 Annual subscription	1	16,824.23	16,824.23
Contract Reinstatement fee	1	2,130.88	2,130.88
Win911 Alarming Software	2	3,360.00	6,720.00
Microsoft Office 365 yearly subscription (2 users)	2	316.80	633.60
Engineering Services for fixing corrupted FactoryTalk Application Not-to-exceed T&M quote	200	195.00	39,000.00
Note 1: The overall cost does NOT include the cost of Professional Liability Insurance as specified in Exhibit B II. A quote can be provided if the said insurance is still required by the City.			
Quote is valid 30 days from the day of the quote.		TOTAL	

15121 Graham St., Ste. 101
Huntington Beach, CA 92649
(714) 903-6487 Fax: (714) 903-6497
Email: a.ongun@ecsysinc.com

DATE	QUOTE #
5/6/2025	25060502-1

[illegible]

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

This Agreement shall continue in full force and effect until completion of all services, including construction support services. Standard contract term shall be one (1) year from the date hereof, however, the Contract Office may extend the term by an additional (1) year or as necessary in order to complete the project.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 05/27/2025

SUBJECT: Approve a Cooperative Agreement with the City Los Alamitos for the Traffic Signal at the Intersection of Calle Lee and Cerritos Avenue

RECOMMENDATION

1. Approve the Cooperative Agreement with the City of Los Alamitos for Traffic Signal Maintenance; and
2. Authorize the City Manager to execute the agreement.

DISCUSSION

On June 24, 2024, the City Council approved Conditional Use Permit (CUP) No. 2024-1 and Tentative Parcel Map (TPM) No. 2023-134 to establish the Sycamore Creek Community Charter School (SCCCS) at 4321 and 4323 Cerritos Avenue. A condition of approval for the CUP and TPM requires SCCC to construct a new traffic signal at the intersection of Calle Lee and Cerritos Avenue, at the developer's expense. Two corners of the intersection are in the City of Cypress while the remaining two are in the City of Los Alamitos; therefore, the jurisdiction of the traffic signal will be shared 50/50 between the two cities.

Once installed, Cypress will be responsible for the maintenance and operation of the traffic signal. The City currently contracts with Yunex LLC to provide routine preventative maintenance services, as well as extraordinary maintenance. The routine monthly maintenance cost is approximately \$85 per intersection. Costs for extraordinary maintenance, such as traffic signal damage due to a vehicle collision, are billed on a time and material basis. Cypress will invoice the City of Los Alamitos for 50% of all costs associated with the traffic signal.

Construction on the new signal is scheduled to begin in September with completion in November.

BUDGET IMPACT

SCCCS will pay for the installation of the traffic signal. All maintenance and energy costs, including any unforeseen extraordinary maintenance, will be shared proportionately between the cities of Cypress and Los Alamitos. Maintenance costs for the City's traffic signals and streetlights are paid from the Lighting District Fund, and the reimbursements from Los Alamitos offset these costs.

LEGAL REVIEW

The Cooperative Agreement was approved as to form by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Cooperative Agreement

**COOPERATIVE AGREEMENT FOR THE
TRAFFIC SIGNAL AT THE INTERSECTION OF CALLE LEE AND CERRITOS
AVENUE**

This Cooperative Agreement for the Traffic Signal at the Intersection of Calle Lee and Cerritos Avenue ("Agreement"), effective _____, 2025 ("Effective Date"), is between the City of Cypress, a municipal corporation duly organized and existing under the constitution and laws of the State of California ("Cypress"), and the City of Los Alamitos, a municipal corporation duly organized and existing under the constitution and laws of the State of California ("Los Alamitos"). Cypress and Los Alamitos are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Applicants, Holy Cross Lutheran Church and Redhook Capital Partners IV secured Conditional Use Permit ("CUP") No. 2024-01 and approval of Tentative Parcel Map ("TPM") No. 2023-134 from Cypress to establish Sycamore Creek Community Charter School ("SCCCS") at 4321 and 4323 Cerritos Avenue, pursuant to which, under Condition of Approval No. 15.5 (CUP No. 2024-01) and 16.5 (TPM No. 2023-134), Applicants, at their cost, are required to design and construct a new traffic signal, along with related public improvements as specified therein, at the intersection of Calle Lee and Cerritos Avenue to the satisfaction of the City Engineers of Los Alamitos and Cypress and has the further components described in **Exhibit B** attached hereto ("Project"). The Project shall include left-turn phasing for the eastbound left-turn movement, and the proposed Project driveway shall be incorporated as the north leg of the existing intersection
- B. Applicants have engaged a contractor to install the Project.
- C. The total cost of the Project will be paid entirely by the Applicants, with maintenance and energy costs following completion and approval of the Project to be shared by Cypress and Los Alamitos in the ratio of 50% and 50%, respectively.
- D. **Exhibit A** attached hereto depicts the location of the Project and **Exhibit C** attached hereto outlines the share of maintenance and energy costs.
- E. The Parties desire to enter into this Agreement to implement the Project.
- F. In consideration of the above recitals and the mutual covenants set forth below, Cypress and Los Alamitos agree as follows:

TERMS AND CONDITIONS

1. **The Project.** The purpose of this Agreement is to establish terms and conditions for the construction and allocation of maintenance and energy costs for the Project, which will be built in conjunction with the establishment of SCCCS at 4321 and 4323 Cerritos Avenue, as further described in **Exhibit A** (Property Depiction).
2. **Project Implementation.**
 - 2.1 **Cypress Responsibilities.** Cypress, as the lead agency, agrees to the following responsibilities for the implementation of the Project:
 - (A) Applicants will prepare the detailed plans, specifications and estimate for the Project.
 - (B) Cypress will approve the plans and specifications as to design and specification features affecting the construction and operation of that portion of the project within the City of Cypress and provide Los Alamitos the plans and specifications as to design and construction features affecting the construction and operation of the portion of the Project within the City of Los Alamitos.
 - (C) Cypress is designated as the construction inspection agent for the Parties to do and perform all acts and things necessary or required in order to verify that Applicants will construct the project in accordance with the plans and specifications, including material control, inspection of the construction work, and to execute and deliver all documents necessary or required in connection with the construction and completion of said project, including certification of completion of the Project.
 - (D) Cypress shall issue all applicable permits for that portion of the Project within the City of Cypress prior to any construction activities.
 - (E) The Project shall be constructed and operational prior to the issuance of the certificate of occupancy for SCCCS's proposed school construction project.
 - (F) Any pavement and concrete restorations for cuts in the street shall comply with the specifications of the Los Alamitos City Engineer.
 - (G) Cypress will solely operate, maintain and manage the Project area in perpetuity after the Project is completed and accepted by the Parties, and submit to Los Alamitos a statement of the maintenance and utility costs chargeable to Los Alamitos for its portion of the Cost Share described at Section 2.3.

2.2 **Los Alamitos Responsibilities.** Los Alamitos will cooperate with Cypress in implementing the Project and shall be responsible for the following:

- (A) Los Alamitos authorizes Cypress to manage, procure, and implement all aspects of the Project.
- (B) Los Alamitos shall issue all applicable permits for that portion of the Project within the City of Los Alamitos prior to any construction activities.
- (C) Within thirty (30) days of the receipt of any plans and specifications as to design and construction features affecting the construction and operation of the portion of the Project within the City of Los Alamitos from Cypress, Los Alamitos will approve the Plans and Specifications or provide comments to Cypress.
- (D) Los Alamitos grants Cypress a license to access Los Alamitos property as depicted in **Exhibit A** as needed to implement the Project.
- (E) At all times during the progress of the construction of the Project, Los Alamitos will have access to the work for the purpose of inspection itself.
- (F) Within ten (10) days' of Cypress's written notice of completion to Los Alamitos, Los Alamitos will inspect the Project work that is within the City of Los Alamitos to determine that it has been completed per the approved plans and specifications to Los Alamitos's reasonable satisfaction. Los Alamitos approval shall be withheld only for work not completed per the approved plans and specifications for Project. Any work that has not been completed per the approved plans and specifications to Los Alamitos's reasonable satisfaction shall be redone or otherwise completed by the Applicant without additional cost to Cypress or Los Alamitos. If such Project work has been completed per the approved plans and specifications to Los Alamitos's reasonable satisfaction, Los Alamitos shall accept the Project work as it relates to that portion of the Project that is within the City of Los Alamitos.
- (G) Los Alamitos shall pay to Cypress its portion of the Cost Share, as defined in Section 2.3, within forty-five (45) days after the submission of the statement of the maintenance and energy costs hereinbefore mentioned.

2.3 **Cost Share.** The proportionate share of the cost to be borne by the respective Parties shall be based on contract prices and it is agreed that the City of Los Alamitos' share shall be 50% of the cost of the maintenance and utility costs Project, and the City of Cypress' share of the cost shall be 50%

of the Project ("Cost Share") as outlined in **Exhibit C** (Maintenance and Energy Cost Share).

- 2.4 **Traffic Signal Operations.** The City of Cypress shall be responsible for traffic signal timing and will periodically implement signal timing changes on an as needed basis to efficiently operate the traffic signal in accordance with traffic engineering practices and changing traffic patterns. Additionally, should the City of Los Alamitos report an operational issue with the traffic signal or request a change in the signal timing of the traffic signal, the City of Cypress will investigate the matter and respond back to the City of Los Alamitos within two business days acknowledging the request and outlining a plan of action to address the matter or request.
3. **Term.** This Agreement continues from the Effective date until terminated by the Parties, at which time, the Parties shall address an alternative mechanism to address the maintenance and utility costs of the Project.
4. **Good Faith.** The Parties will each work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this Agreement.
5. **Hold Harmless**
 - 5.1 Neither City of Cypress nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City of Los Alamitos under or in connection with any work, authority or jurisdiction not delegated to City of Cypress under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, City of Los Alamitos shall fully indemnify and hold City of Cypress harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City of Los Alamitos under or in connection with any work, authority or jurisdiction not delegated to City of Cypress under this Agreement.
 - 5.2 Neither City of Los Alamitos nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City of Cypress under or in connection with any work, authority or jurisdiction delegated to City of Cypress under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, City of Cypress shall fully indemnify and hold City of Los Alamitos harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City of Cypress under or in connection with any work, authority, or jurisdiction delegated to City of Cypress under this Agreement.

6. Miscellaneous Provisions

- 6.1 *Entire Agreement.* This Agreement, including the attachments, constitutes the sole agreement of the Parties with respect to its subject matter. It supersedes all prior written or oral agreements or communications between the Parties. It may not be modified except by a writing signed by both Parties.
- 6.2 *Compliance.* The Parties will each comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the Project.
- 6.3 *Assignments.* Neither Party may assign the Agreement without the other Party's prior written consent, which may not be unreasonably withheld. A Party's entering into contracts with subcontractors is not an assignment.
- 6.4 *Waiver.* If either Party fails to require the other to perform any term of the Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver does not waive a later breach of that term.
- 6.5 *Successors and Representatives.* The Agreement binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.
- 6.6 *Notices.* All notices and communications required or permitted under the Agreement must be in writing and must be sent to the Party at that Party's address set forth below or at whatever other address the Party specifies in writing.

To City of Cypress:

City of Cypress
Public Works Dept.
5275 Orange Ave.
Cypress, CA 90630
Attention: Director of Public Works

To City of Los Alamitos:

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Attention: Director of Development
Services

- 6.7 *Severability.* If any party of the Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable.
- 6.8 *Applicable Law.* California law applies to the Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction. Venue lies exclusively in courts having jurisdiction in Orange County, California.

6.9 *Counterparts*. The Agreement may be signed in counterparts, each one of which is deemed an original, but all of which constitute one and the same instrument.

6.10 *Force Majeure*. A Party is excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to, by fire, flood, acts of God; commandeering of material, products, plants or facilities by the federal, state, or local government; national fuel shortage; or a material act or omission by the other Party, as long as satisfactory evidence of such cause is presented to the other Party and the nonperformance was unforeseeable, is beyond the excused Party's control, and is not due to the fault or negligence of the excused Party.

CITY OF CYPRESS

By: _____
Peter Grant
City Manager

ATTEST:

By: _____
Alisha Farnell
City Clerk

APPROVED AS TO FORM

By: _____
Fred Galante
City Attorney

CITY OF LOS ALAMITOS

By: _____
Chet Simmons
City Manager

ATTEST:

By: _____
Windmera Quintanar
City Clerk

APPROVED AS TO FORM

By: _____
Michael Daudt
City Attorney

EXHIBIT A

DEPICTION OF PROPERTY

CONDUCTOR SCHEDULE												
AWG	CIRCUIT	POLE	RUNS									
			1	2	3	4	5	6	7	8	9	
12 COND. CABLE	Ø1,Ø4,Ø6,ØLA,Ø3P,Ø6P	②	2	2	-	-	-	-	1	1	2	-
	Ø2,ØLA,Ø4,Ø5,Ø6,Ø6P	④	-	-	-	-	-	-	2	2	-	-
	Ø2,Ø3,Ø5,Ø2P	⑥	-	-	-	-	-	-	1	-	1	-
	Ø3,Ø3P	⑧	-	-	-	1	1	1	-	-	1	-
	Ø1,Ø2,Ø6,Ø2P	⑨	-	-	1	1	1	1	-	1	-	-
5 COND. CABLE	TOTAL		2	2	1	2	2	4	4	7	-	-
	Ø3 PPB	①	1	1	-	-	-	-	1	1	-	-
	Ø6 PPB	③	-	1	-	-	-	-	-	1	1	-
	Ø6 PPB	⑤	-	-	-	-	-	-	1	-	1	-
	Ø2 PPB	⑦	-	-	-	-	1	-	-	-	-	-
TYPE B DLC	Ø2 PPB	⑧	-	-	-	1	1	1	-	-	1	-
	Ø3 PPB	⑨	-	-	1	1	1	1	-	-	1	-
	TOTAL		1	2	1	2	3	3	3	6	-	-
	Ø1		-	-	-	-	-	-	-	1	1	-
	Ø2		-	-	1	1	1	1	-	-	1	-
#12	IISNS		2	2	-	2	2	2	2	-	2	-
	LUMINAIRE		2	2	2	2	2	2	2	-	2	-
	SIGNAL COMMON		1	1	1	1	1	1	1	1	-	-
	CATS CABLE		-	-	-	-	-	-	1	1	-	-
	EVP		1	1	-	1	1	2	2	4	-	-
CONDUIT SIZE			3"	3"	3"	3"	3"	3"	3"	2-3"	2"	
	PERCENT FILL		12%	13%	7%	13%	15%	23%	24%	20%	20%	1%

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED.
IISNS = REFLECTIVE STREET NAME SIGN.

PROPOSED PHASE DIAGRAM

OPERATION:
* = PROTECTED/PERMISSIVE LEFT TURN
OLA=Ø3+Ø6

REVIEWED FOR CODE COMPLIANCE BY:
WILLDAN ENGINEERING
THESE PLANS AND DOCUMENTS HAVE BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH THE APPLICABLE JURISDICTION CODE REQUIREMENTS. ISSUANCE OF A PERMIT IS RECOMMENDED SUBJECT TO APPROVAL BY OTHER DEPARTMENTS AND ANY NOTES OR CONDITIONS OF RECORD OF THEIR RESPONSIBILITY TO PREPARE THE PLANS, SPECIFICATIONS, MAPS AND OTHER RECORD DOCUMENTS PER CURRENT CODES AND APPLICABLE STANDARDS OF PRACTICE.
MARCH 24, 2025

POLE LOCATION DETAIL (NO SCALE)

DETECTOR SCHEDULE			
SENSOR UNIT	CHANNEL	DETECTOR	DETECTOR INPUT ASSIGNMENT
1	1	Ø3-DET #9	PRESENCE
	2	Ø4-DET #11	PRESENCE
2	1	Ø5-DET #21	PULSE
	2	Ø5-DET #22	PRESENCE
3	1	Ø6-DET #23	PULSE
	2	UNUSED	UNUSED
4	1	Ø2-DET #3	PULSE
	2	UNUSED	UNUSED
5	1	Ø1-DET #1	PRESENCE
	2	UNUSED	UNUSED

NO U TURN
R61-19(CA)(MOD)
(36"x36")
(NO SCALE)

POLE SCHEDULE																			
NO.	TYPE	HEIGHT	SIGNAL M.A. LENGTH	LUMINAIRE M.A. LENGTH	LED WATTS	VEHICLE SIGNAL MOUNTING			PED. PUSH BUTTON		POLE LOCATION					STREET NAME SIGN		REMARKS	
						M.A.	VEH.	PED.	PHASE	TYPE	ARROW	A	B	C	D	E	TYPE		LEGEND
①	PPB POST	4'-7"	-	-	-	-	-	-	3	APS	←	-	-	-	14.5'	9'	-	-	
②	29A-5-100	35'	50'	15'	138W	MAS-5A MAS	SV-2-TB	SP-2-T	-	-	-	-	-	-	3'	14'	IISNS	Calle Lee	
③	PPB POST	4'-7"	-	-	-	-	-	-	6	APS	→	-	-	-	6.5'	9'	-	-	
④	24A-4-100	35'	35'	15'	138W	MAS-4B	SV-3-TA	SP-1-T	-	-	-	-	-	-	6'	5.5'	IISNS	Cerritos Ave	
⑤	PPB POST	4'-7"	-	-	-	-	-	-	6	APS	←	-	-	-	1'	9'	-	-	
⑥	26A-4-100	35'	40'	15'	138W	MAS-5A MAS	SV-2-TB	SP-1-T	-	-	-	-	-	-	1.5'	3'	IISNS	Calle Lee	
⑦	PPB POST	4'-7"	-	-	-	-	-	-	2	APS	→	12.5'	-	-	-	3'	-	-	
⑧	26-3-100	30'	40'	12'	138W	MAS-4B	SV-1-T	SP-1-T	2	APS	←	-	-	-	9'	7.5'	IISNS	Cerritos Ave	
⑨	15TS	30'	-	15'	138W	-	SV-2-TA	SP-1-T	3	APS	→	10.5'	-	-	-	3'	-	-	

ALL NEW SIGNAL POLES AND MAST ARMS SHALL CONFORM TO CALTRANS STANDARDS PLANS (2023 EDITION). ALL EQUIPMENT SHOWN IS NEW UNLESS OTHERWISE NOTED. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER. CONTRACTOR SHALL POTHOLE EACH SIGNAL POLE LOCATION PRIOR TO ORDERING POLES. IISNS = INTERNALLY ILLUMINATED STREET NAME SIGN (DOUBLE SIDED) PER CITY STANDARD.

LEGEND:

- > EXISTING (R,Y,G) VEHICLE HEAD
- > REMOVED (R,Y,G) VEHICLE HEAD
- > PROPOSED (R,Y,G) VEHICLE HEAD
- > EXISTING (RA,YA,GA) VEHICLE HEAD
- > REMOVED (RA,YA,GA) VEHICLE HEAD
- > PROPOSED (RA,YA,GA) VEHICLE HEAD
- > EXISTING RSNS
- > PROPOSED RSNS
- > PROPOSED EVP UNIT
- > PROPOSED TYPE E (MODIFIED) BICYCLE LOOP DETECTOR

DETAIL "A" ALL 12" LENSES (NO SCALE)

DETAIL "B" ALL 12" LENSES (NO SCALE)

DETAIL "C" ALL 12" LENSES (NO SCALE)

DETAIL "D" ALL 12" LENSES (NO SCALE)

DETAIL "E" SCALE 1"=10"

DETAIL "F" SCALE 1"=10"

CERRITOS AVENUE

POSTED SPEED LIMIT WB = 40MPH
POSTED SPEED LIMIT EB = 35MPH

Pole is in private property relocate as shown. you need only one RPB

NOT VISIBLE FOR W/B TRAFFIC

Based on field review the project need to repave the section of roadway to install loops. Pavement is in poor condition.

Chris

CONSTRUCTION NOTES:

- INSTALL NEW 332 CABINET ON APPROPRIATE FOUNDATION COMPLETE WITH MCCAIN ATC FLEX CONTROLLER, ETHERNET SWITCH (RUGGEDCOM OR EQUIVALENT), A DUAL-CHANNEL PHASE SELECTOR FOR THE OPTICOM PRIORITY CONTROL SYSTEM (MODEL 762 OR APPROVED EQUAL), AND ALL OTHER EQUIPMENT NECESSARY FOR THE INTENDED OPERATION AS SHOWN ON THE PLAN. CONTRACTOR SHALL CONFIGURE AND TEST CONTROLLER AND ETHERNET SWITCH TO CONNECT TO CYPRESS DATA CENTER IN CITY HALL PER CITY REQUIREMENTS.
- INSTALL NEW TYPE III-BF SERVICE EQUIPMENT ENCLOSURE (120/240V) WITH ONE 100A-240V-2P MAIN CIRCUIT BREAKER, ONE 30A-240V-2P CIRCUIT BREAKER FOR SIGN ILLUMINATION, ONE 50A-120V-1P CIRCUIT BREAKER FOR TRAFFIC SIGNAL, ONE 30A-240V-2P CIRCUIT BREAKER FOR SAFETY LIGHTING, AND ONE 15A-120V-1P CIRCUIT BREAKER FOR LIGHTING CONTROL.
- INSTALL TYPE E AND TYPE E (MODIFIED) LOOPS AS SHOWN PER CALTRANS STANDARD PLAN ES-5A AND ES-5B. SEPARATE LEAD FOR EACH LOOP.
- FURNISH AND INSTALL AXIS Q6075-E PTZ NETWORK CAMERA ON TOP OF POLE AND CONNECT TO CABINET (SEE SHEET 6 FOR CAMERA AND MOUNTING DETAILS).
- INSTALL GLOBAL TRAFFIC TECHNOLOGIES (GTT) EVP SINGLE HEAD OPTICOM DETECTOR (MODEL 711) ON MAST ARM (4 LOCATIONS) PER MANUFACTURER'S SPECIFICATIONS.
- INSTALL 3" PVC CONDUIT, PULL BOX, AND 3-#6 SERVICE CONDUCTORS AND PULL ROPE WITH TYPE H RISER FROM SERVICE CABINET TO POWER POLE #2140253E. SCE TO MAKE CONNECTION IN PULL BOX.
- INSTALL SIGN PANEL ON MAST ARM PER CALTRANS STANDARD PLAN ES-7N, DETAIL U.
- INSTALL SIGN PANEL ON PROPOSED STANDARD PER CALTRANS STANDARD PLAN RS4.
- CONTRACTOR TO COORDINATE WITH SCE TO INSTALL SERVICE RUN.

NOTICE TO CONTRACTOR

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

SCALE: AS NOTED

APPROVALS

REVIEWED BY CITY TRAFFIC ENGINEER

CITY OF CYPRESS

DEPARTMENT OF PUBLIC WORKS

SYCAMORE CREEK COMMUNITY CHARTER SCHOOL

TRAFFIC SIGNAL PLAN

CERRITOS AVENUE AT CALLE LEE

SHEET 5 OF 15

PROJECT NO.

DWG NO.

REVISIONS

No.	Date	Initials	Description	Date	App'd	Bench Mark:
1	2/18/25	GNP	LABELED CONDUITS, ADDED SIZE & QUANTITY OF BREAKERS, UPDATED TURNING MOVEMENTS, REVISED POLE SCHEDULE, & READJUSTED LOOPS.			
2	3/14/25	GNP	RELOCATED TRAFFIC SIGNAL POLES AND CONTROLLER CABINET TO AVOID UTILITY CONFLICTS.			

REFERENCES

Plans:

Field Book:

Underground Service Alert

Call: TOLL FREE 811

TWO WORKING DAYS BEFORE YOU DIG

Last Revised: Mon Mar 17, 2025 - 2:31pm Last Plotted: Mon Mar 17, 2025 - 2:35pm Plotted By: gooderanga Drawing: \\V0400P51\K0400P51\004\shares\Projects\2024\00002390 Cypress Sycamore Creek Community Charter School PS&T\Design\AO\Out_Sheets\15\15_CerritosCalle Lee.dwg

EXHIBIT B

DESCRIPTION OF PROJECT

The Project shall encompass the requirements of Condition No. 15.5 of Cypress Conditional Use Permit No. 2024-01 and Condition No. 16.5 of Tentative Parcel Map No. 2023-134, which provides:

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 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.

EXHIBIT C

MAINTENANCE AND ENERGY COST SHARE

After completion of the project, the traffic signal and intersection lighting systems shall be maintained by CYPRESS. CYPRESS shall submit costs of energy and maintenance to LOS ALAMITOS, and LOS ALAMITOS shall promptly pay to CYPRESS, upon submission of its share of said maintenance and energy cost.

CALLE LEE – CERRITOS AVENUE TRAFFIC SIGNAL

LOS ALAMITOS	50%
CYPRESS	50%



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

9.

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 05/27/2025

SUBJECT: Approve an Agreement for Audio and Lighting Services at Citywide Special Events

RECOMMENDATION

Approve a three-year agreement with That Sound Guy for audio and lighting needs at citywide special events not to exceed \$57,975, with an option for two one-year extensions.

DISCUSSION

Recreation and Community Services produces a variety of citywide special events each year including Concerts on the Green, Salute to America, Cypress Run, State of the City, and the Holiday Sing. Each of the events requires contract audio and lighting services to enhance the experience for those in attendance.

A Request for Proposal (RFP) was issued to qualified audio and lighting contractors in March with four contractors responding. That Sound Guy, based in Garden Grove, is recommended as the top-rated proposal based on experience with similar projects, the ability to provide the requested services at the lowest cost of the four responding vendors, and their past history with the City as they have provided audio and lighting services for City events since 2023.

The recommended three-year agreement provides the City with the option for two additional one-year terms. Audio and lighting services are estimated at \$57,975 for the initial three-year term of the agreement. If the two, one-year options are exercised, the total five-year cost would not exceed \$104,875.

BUDGET IMPACT

Sufficient amounts are included in the District's FY2024-25 Budget and have been incorporated into the FY 2025-26 Proposed Budget scheduled for adoption on June 9.

LEGAL REVIEW

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

APPROVED BY:

Peter Grant, City Manager

Attachments

Agreement

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

THAT SOUND GUY

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
THAT SOUND GUY

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of May, 2025 by and between the City of Cypress, a California municipal corporation ("City") and That Sound Guy, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Contractor’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ONE HUNDRED FOUR THOUSAND, EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$104,875.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from May 2025 through June 2028. The term may also be extended for two (2) additional one (1) year periods upon mutual approval between Contract Officer or their designee and the Contractor. .

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:

Darren Knowles, Owner

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

4.4 Independent Contractor.

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

Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

5.2 **General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, and the Cypress Recreation and Park District ("District"), its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City and District 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 and District, 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 and District 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, District, 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, District 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, the District, 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, the District, 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, the District, 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, the District, its officers, agents or employees, any and all costs and expenses incurred by the City, the District, 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 and District hereunder therefore, and failure of City or District 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 or Districts' 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 or Districts' 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

David Burke, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

That Sound Guy

By: *Darren Knowles*

Name:

Title: *Owner*

By: *[Signature]*

Name:

Title:

Address: *5711 Richmond Ave.
Garden Grove, CA 92845*

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

EXHIBIT "A"
SCOPE OF SERVICES

- A. The contractor, That Sound Guy, shall furnish all equipment, labor and materials necessary to supply comprehensive audio & lighting services including set up, operation and take down of audio and lighting for the City's special events: Concerts on the Green, Salute to America, Cypress Run, State of the City, Holiday Sing & Tree Lighting, and other city-wide special events.

The list below indicates the minimum standard requirement for the Recreation Department's special event audio & lighting needs. All electrical needs for all equipment must be provided two weeks before each scheduled special event.

SOUND SYSTEM
32 Channel Digital Mixer 8 Tops per side, Powered or passive, Line array or conventional 4 Subs per side, Powered or passive 6-stage monitors powered or passive Mic Work Box (Instrument, Vocal & DI Boxes) Microphones – enough to meet performance requirements Mic Stands (Straight, Short & Long Boom) All cables to complete set Ability to play pre-recorded event messages <i>For Salute to America event only</i> 4 -12' or 15' (or equivalent) satellite overflow fill speakers (preferably delayed) Enough sound for 5-8K attendees
MIC WORK BOX
Enough to meet performance requirements 1 Shure wireless mic 12 Shure SM 57 & 58 (Vocal & Instrument) 1 Drum Mic Package for 5-piece kit. 6 Whirlwind DI Boxes 6 1/4 to 1/4 x 8ft 40 XLR Mic Cables 25ft each 2 Blk Rolls Stage Tape
PERSONNEL Setup, Operate, and Strike all equipment
1 A-1 Engineer (The Engineer will coordinate with bands beforehand to review the band's specific needs.) 1 Stage Tech
STAGE LIGHTING
2 Vertical trusses with bases or 2 lighting stands 8 LED fixtures or equivalent with controller Effect lighting such as up lighting or moving heads.
NOTE: All cables and connectors are required to complete the lighting display. The city will supply power and provide electrical access.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 5.1(a) shall be amended to read as follows:

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 policy of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

2025 City-Wide Special Events

- Contractor will be paid a total of \$17,675.00. Payment will be disbursed after each event.
 - Concerts on the Green: \$12,075.00 (\$1,725.00 per concert)
 - Salute to America: \$1,950.00
 - Cypress Run: \$1,250.00
 - State of the City: \$1,200.00
 - Holiday Sing & Tree Lighting: \$1,200.00

2026 City-Wide Special Events

- Contractor will be paid a total of \$19,325.00. Payment will be disbursed after each event.
 - Concerts on the Green: \$13,125.00 (\$1,875.00 per concert)
 - Salute to America: \$2,100.00
 - Cypress Run: \$1,400.00
 - State of the City: \$1,350.00
 - Holiday Sing & Tree Lighting: \$1,350.00

2027 City-Wide Special Events

- Contractor will be paid a total of \$20,975.00. Payment will be disbursed after each event.
 - Concerts on the Green: \$14,175.00 (\$2,025.00 per concert)
 - Salute to America: \$2,250.00
 - Cypress Run: \$1,550.00
 - State of the City: \$1,500.00
 - Holiday Sing & Tree Lighting: \$1,500.00

2028 City-Wide Special Events (Optional)

- Contractor will be paid a total of \$22,625.00. Payment will be disbursed after each event.
 - Concerts on the Green: \$15,225.00 (\$2,175.00 per concert)
 - Salute to America: \$2,400.00
 - Cypress Run: \$1,700.00
 - State of the City: \$1,650.00
 - Holiday Sing & Tree Lighting: \$1,650.00

2029 City-Wide Special Events (Optional)

- Contractor will be paid a total of \$24,275.00. Payment will be disbursed after each event.
 - Concerts on the Green: \$16,275.00 (\$2,325.00 per concert)
 - Salute to America: \$2,550.00
 - Cypress Run: \$1,850.00
 - State of the City: \$1,800.00
 - Holiday Sing & Tree Lighting: \$1,800.00

Hourly rate for events not listed above (Optional)

- Contractor will be paid for a 2-hour minimum for on-call services. Recreation and Community Services will provide knowledge of any event at least 45 days in advance should the contractor be available to provide services.
 - 2025: \$100.00 per hour

- 2026: \$150.00 per hour
- 2027: \$150.00 per hour
- 2028: \$150.00 per hour (optional)
- 2029: \$200.00 per hour (optional)

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The list of city-wide special events is listed below.

Concerts on the Green Seven (7) Fridays (June-August) 6:00-8:00 PM Civic Center Green, 5275 Orange Avenue Estimated Attendance: 1000-3000 2025: June 13, 20, July 11, July 18, July 25, August 1 & August 8 2026-2029 Dates: TBD
Salute to America One (1) Friday in June or July 5:00-9:30 PM Cypress College, 9200 Valley View Street Estimated Attendance: 3000-5000 2025: June 27 2026-2029 Dates: TBD
Cypress Run First Saturday in October 6:00-9:00 AM Civic Center Green, 5275 Orange Avenue Estimated Attendance: 800-1200 2025: October 4 2026: October 3 2027: October 2 2028: October 7 2029: October 6
State of the City One (1) Tuesday in October 5:00-8:00 PM Civic Center Green, 5275 Orange Avenue Estimated Attendance: 100-300 2025: October 14 2026-2029: TBD
Holiday Sing & Tree Lighting First Tuesday in December 6:00-8:00 PM Civic Center Green, 5275 Orange Avenue Estimated Attendance: 800-2000 2025: December 2 2026: December 1 2027: December 7 2028: December 5 2029: December 4

*Dates can be changed as determined by the City with 120 days of prior notice to the Contractor.
Any event date change will follow compensation as outlined in "Exhibit C"



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

10.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 05/27/2025

SUBJECT: Receive and File the Five-Year Technology Master Plan

RECOMMENDATION

Receive and file the Five-Year Technology Master Plan for FY 2025-26 through FY 2029-30.

DISCUSSION

The Technology Master Plan (Plan) provides a technology investment blueprint for the City of Cypress and the Cypress Recreation and Park District. The Plan categorizes and prioritizes technology projects for implementation over the next five years. It is updated and presented to the City Council annually in conjunction with the budget.

The Plan for FY 2025-26 through FY 2029-30 focuses on enhancing physical and digital security and maintaining public safety throughout the City and its facilities, and improving public-facing services. The Plan continues the City's practice regarding the timely replacement of technological infrastructure. These infrastructure replacements, along with strong cybersecurity defenses, ensure the City remains protected against evolving threats and day-to-day operations can continue uninterrupted.

Projects completed, or currently underway, from the Plan approved in conjunction with the FY 2024-25 budget include:

- Data Center Infrastructure Replacement
- City Facility Network Switches Replacement
- City Facility Security Improvements
- City Facility Wi-Fi Access Points Replacement
- Storm Water Pump Station SCADA System Upgrade

Recommended Plan projects for FY 2025-26 include:

- City Facility Conference Room Audiovisual Additions
- City Facility Security Improvements
- Online Public Records System Implementation
- Procurement and Bidding System Implementation

- Community Center Audiovisual System Enhancements
- Senior Center Audiovisual System Replacement

BUDGET IMPACT

The FY 2025-26 Proposed Budget, scheduled for adoption on June 9, incorporates the \$222,250 of technology investments included in the first year of the Plan. The Plan uses \$55,000 of accumulated City and District replacement funds, \$127,000 from the City General Fund, and \$40,250 from the Technology Investment Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Technology Master Plan FY 2025-26

City of Cypress Technology Master Plan



**For the Five Years of
FY 2025-26 through FY 2029-30**

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INTRODUCTION

Honorable Mayor and Members of the City Council,

We are pleased to present the City's five-year Technology Master Plan. The Plan provides a blueprint for technology investments; much like the Capital Improvement Program (CIP) does for facilities and infrastructure. It also aims to enable the city to enhance the delivery of core municipal services to our community and promote organizational effectiveness.

Plan Overview

The Technology Master Plan projects are funded through a variety of sources including the City's Technology Investment Fund, which was established a decade ago to provide start-up capital for new technology projects. Additionally, there are accumulated replacement funds set aside (largely from the General Fund) and some restricted monies (such as federally funded police grants) which are available for the replacement of existing technology. The first year of the proposed Technology Master Plan calls for investing \$55,000 from Accumulated Replacement Funds, \$127,000 from the City's General Fund, and \$40,250 from the Technology Investment Fund.

The technology projects are classified into four categories:

- Customer service projects, which enhance the City's abilities to serve its customers.
- Organizational efficiency/transparency projects, which provide internal process efficiencies and enhance access to records and information through the City's website.
- Technology infrastructure projects, which provide for the replacement of vital existing equipment and invest in anticipated future needs.
- Unfunded future projects (if any) are of interest to staff and may be submitted to the City Council for future consideration. These projects may have significant funding requirements and/or legal barriers to consider prior to inclusion as a funded project in the first year of future Technology Master Plans.

Plan Objectives and Considerations

The Technology Master Plan is crafted in support of the City's highest priorities. Guided by the City's Strategic Plan, this updated Plan includes targeted projects to meet strategic goals, such as strengthening safety across city facilities and throughout the community.

In addition to public safety, this Plan includes initiatives designed to modernize public-facing services and enhance internal project management tools. These upgrades will improve service delivery, streamline city operations, and increase overall responsiveness to residents' needs.

A critical element of the Plan is maintaining a consistent, city-wide hardware refresh cycle. This ensures staff can work efficiently while protecting city infrastructure from hardware vulnerabilities and cybersecurity threats. For the current cycle, notable infrastructure investments include upgrades to audiovisual systems across multiple city facilities.

Conclusion

Now over a decade old, the Technology Master Plan has proven to be a key driver of Cypress' technological growth. As the City's technological needs have evolved, many original systems deployed through earlier versions of the Plan have already required replacement. This highlights the importance of continuous evaluation and adaptability through the plan. Ongoing investment in the Technology Master Plan is essential to maintain and advance the City's infrastructure. The City Council's vision and continued support remain critical to ensuring Cypress is prepared to meet future demands and technological advancements.

FIGURE 1: TECHNOLOGY PROJECTS INITIAL OUTLAY INVESTMENTS

Project Description	2025-26	2026-27	2027-28	2028-29	2029-30	5-Year
CUSTOMER SERVICE PROJECTS						
Online Public Records Request System	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Website Enhancements	-	50,000	-	-	-	50,000
Customer Service Subtotal =	\$ 2,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 52,000
ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS						
City Facility Security Improvements	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ 375,000
Community Development Paperless Digitization	-	25,000	-	-	-	25,000
Maintenance Management and Asset System	-	250,000	-	-	-	250,000
Park Facility Security Improvements	-	75,000	75,000	75,000	-	225,000
Procurement and Bidding System	25,250	-	-	-	-	25,250
Public Works Paperless Digitization	-	25,000	-	-	-	25,000
Org Efficiency/Transparency Subtotal =	\$ 150,250	\$ 500,000	\$ 200,000	\$ 75,000	\$ -	\$ 925,250
TECHNOLOGY INFRASTRUCTURE PROJECTS						
City Data Center Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ 525,000	\$ 525,000
City Desktop/Laptop Computers	-	-	-	200,000	-	200,000
City Facility Conference Room Audiovisual	5,000	45,000	-	-	-	50,000
City Facility Multi Function Copiers	-	-	70,000	-	-	70,000
City Facility Network Security Firewalls	-	40,000	-	-	-	40,000
City Facility Network Switches	-	-	-	-	120,000	120,000
City Facility Wi-Fi Access Points	-	-	-	-	35,000	35,000
Community Center Audiovisual System	30,000	-	-	-	105,000	135,000
Device Addition/Replacement Contingency	10,000	10,000	10,000	10,000	10,000	50,000
Parks Wi-Fi Access Points	-	-	-	17,000	-	17,000
Police In-Car and Bodyworn Video System	-	-	-	136,000	136,000	272,000
Police Vehicle Mobile Data Computers	-	-	250,000	-	-	250,000
Public Works Digital Plan Review Workstations	-	-	20,000	-	-	20,000
Public Works Large Format Plotter	-	-	12,000	-	-	12,000
RCS Large Format Plotters	-	8,000	-	-	-	8,000
Senior Center Audiovisual System	25,000	-	-	-	-	25,000
Senior Center Lab Computers	-	7,500	-	-	-	7,500
Infrastructure Subtotal =	\$ 70,000	\$ 110,500	\$ 362,000	\$ 363,000	\$ 931,000	\$ 1,836,500
TOTAL =	\$ 222,250	\$ 660,500	\$ 562,000	\$ 438,000	\$ 931,000	\$ 2,813,750

FIGURE 2: TECHNOLOGY PROJECTS ONGOING MAINTENANCE/SERVICE COSTS

Project Description	2025-26	2026-27	2027-28	2028-29	2029-30	5-Year
CUSTOMER SERVICE PROJECTS						
Online Public Records Request System	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 40,000
Website Enhancements	-	-	-	-	-	-
Customer Service Subtotal =	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 40,000
ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS						
City Facility Security Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development Paperless Digitization	-	-	-	-	-	-
Maintenance Management and Asset System	-	30,000	30,000	30,000	30,000	120,000
Park Facility Security Improvements	-	-	-	-	-	-
Procurement and Bidding System	-	21,250	21,250	21,250	21,250	85,000
Public Works Paperless Digitization	-	-	-	-	-	-
Org Efficiency/Transparency Subtotal =	\$ -	\$ 51,250	\$ 51,250	\$ 51,250	\$ 51,250	\$ 205,000
TECHNOLOGY INFRASTRUCTURE PROJECTS						
City Data Center Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ 58,000	\$ 58,000
City Desktop/Laptop Computers	-	-	-	-	-	-
City Facility Conference Room Audiovisual	-	-	-	-	-	-
City Facility Multi Function Copiers	-	-	16,000	16,000	16,000	48,000
City Facility Network Security Firewalls	-	13,300	13,300	13,300	13,300	53,200
City Facility Network Switches	-	-	-	-	7,500	7,500
City Facility Wi-Fi Access Points	-	-	-	-	2,900	2,900
Community Center Audiovisual System	-	-	-	-	6,000	6,000
Device Addition/Replacement Contingency	-	-	-	-	-	-
Parks Wi-Fi Access Points	-	-	-	1,050	1,050	2,100
Police In-Car and Bodyworn Video System	-	-	-	-	-	-
Police Vehicle Mobile Data Computers	-	-	-	-	-	-
Public Works Digital Plan Review Workstations	-	-	1,000	1,000	1,000	3,000
Public Works Large Format Plotter	-	-	-	-	-	-
RCS Large Format Plotters	-	-	-	-	-	-
Senior Center Audiovisual System	2,000	2,000	2,000	2,000	2,000	10,000
Senior Center Lab Computers	-	-	-	-	-	-
Infrastructure Subtotal =	\$ 2,000	\$ 15,300	\$ 32,300	\$ 33,350	\$ 107,750	\$ 190,700
TOTAL =	\$ 10,000	\$ 74,550	\$ 91,550	\$ 92,600	\$ 167,000	\$ 435,700

FIGURE 3: TECHNOLOGY PROJECTS BY FUNDING SOURCE FOR FY 2025-26

Project Description	Technology Investment Fund	Accumulated Replacement Fund	City General Fund	Total
CUSTOMER SERVICE PROJECTS				
Online Public Records Request System	\$ -	\$ -	\$ 2,000	\$ 2,000
Customer Service Subtotal=	\$ -	\$ -	\$ 2,000	\$ 2,000
ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS				
City Facility Security Improvements	\$ -	\$ -	\$ 125,000	\$ 125,000
Procurement and Bidding System	25,250	-	-	25,250
Organizational Efficiency/Transparency Subtotal =	\$ 25,250	\$ -	\$ 125,000	\$ 150,250
TECHNOLOGY INFRASTRUCTURE PROJECTS				
City Facility Conference Room Audiovisual	\$ 5,000	\$ -	\$ -	\$ 5,000
Community Center Audiovisual System	-	30,000	-	30,000
Device Addition/Replacement Contingency	10,000	-	-	10,000
Senior Center Audiovisual System	-	25,000	-	25,000
Technology Infrastructure Subtotal =	\$ 15,000	\$ 55,000	\$ -	\$ 70,000
	\$ 40,250	\$ 55,000	\$ 127,000	\$ 222,250

CUSTOMER SERVICE PROJECTS

Project Title: Online Public Records Request System

Requesting Dept.: Administration

One-Time Cost: \$2,000

Ongoing Cost: \$8,000 Annually

Recommended Year: FY 2025-26

Funding Source: City General Fund

This project is the proposed implementation of an online public records request system that would allow the public to submit requests for public records online, as well as provide staff with a fully integrated solution to efficiently route, monitor and respond to pending requests. The City’s current public records request process is completely manual and requires the public to submit requests via a manual form either in-person or via email. An online public records system will increase efficiency and make the process of requesting public records easier for the public. As part of this project, the city would need to procure a software system and budget for annual service/maintenance costs in future budget years.

Project Title: Website Enhancements

Requesting Dept.: Administration

One-Time Cost: \$50,000

Ongoing Cost: N/A

Recommended Year: FY 2026-27

Funding Source: Technology Investment Fund

The project is the proposed review and update to the City’s website as it relates to the text copy and information displayed throughout the website. A third-party copy/content writer service will be used in conjunction with staff to rewrite information on the website to be up to date, accurate, and consistent throughout the site. This service should also provide guidelines and templates for staff to create new copy content in the future. The goal of this project would be to ensure that information displayed on the city website is clear, concise, and consistent throughout for the effective and efficient use of the public.

ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS

Project Title:	City Facility Security Improvements
Requesting Dept.:	Public Works
One-Time Cost:	\$125,000 Annually
Ongoing Cost:	N/A
Recommended Year:	FY 2025-26 through FY 2027-28
Funding Source:	City General Fund (Infrastructure Reserve)

Included in this multi-year capital project will be replacement and/or addition of security cameras, access control systems (keycards), motion sensors and intrusion detection, and other security components and hardware/software as identified in the comprehensive review of City Facility Security Systems.

Project Title:	Community Development Paperless Digitization
Requesting Dept.:	Community Development
One-Time Cost:	\$25,000
Ongoing Cost:	N/A
Recommended Year:	FY 2026-27
Funding Source:	City General Fund

This project digitizes and indexes services for development project plans and permits. Digitizing is necessary prior to the east wing seismic retrofit, so files will be available digitally for reference. Project files will be imported into the existing record management system, improving record management and accessibility.

ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS (cont.)

Project Title:	Maintenance Management & Asset Software System
Requesting Dept.:	Public Works
One-Time Cost:	\$250,000
Ongoing Cost:	\$30,000 Annually
Recommended Year:	FY 2026-27
Funding Source:	City General Fund

The City currently uses outdated software and processes for work order tracking and asset management. The existing tracking system is not directly linked to any infrastructure assets. New integrated software for both work orders and asset management would provide both cost and tracking efficiencies and increase productivity. This software could also be configured to allow City contractors to input data into the system to create accountability and allow staff to manage the productivity of contractors. Staff would recommend a cloud-based system that would not require the utilization of City servers. Staff envision this software will integrate with the public mobile app for 311 reporting by the public.

Project Title:	Park Facility Security Improvements
Requesting Dept.:	Public Works
One-Time Cost:	\$75,000 Annually
Ongoing Cost:	N/A
Recommended Year:	FY 2026-27 through FY 2028-29
Funding Source:	CRPD General Fund

Included in this multi-year capital project is the replacement and/or addition of security cameras, access control systems (keycards), motion sensors and intrusion detection, and other security components and hardware/software as identified in the comprehensive review of Park Facility Security Systems.

ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS (cont.)

Project Title:	Procurement and Bidding System
Requesting Dept.:	Public Works
One-Time Cost:	\$25,250
Ongoing Cost:	\$21,250 Annually
Recommended Year:	FY 2025-2026
Funding Source:	Technology Investment Fund

This project proposes the implementation of an eProcurement platform that will allow Public Works to modernize and automate its procurement and bidding processes, including the development and posting of Requests for Proposals (RFPs) and Requests for Qualifications (RFQs). The platform will streamline the creation and distribution of solicitations, enable vendors to submit bids electronically, and provide staff with tools to manage vendor records and monitor procurement activity in a centralized, secure environment. The current procurement process is manual and relied heavily on a free online listing website that is no longer available, requiring significant staff time and physical documentation. The new system will improve efficiency, transparency, and vendor accessibility.

Project Title:	Public Works Paperless Digitization
Requesting Dept.:	Public Works
One-Time Cost:	\$25,000
Ongoing Cost:	N/A
Recommended Year:	FY 2026-27
Funding Source:	City General Fund

This project digitizes and indexes services for development project plans and permits. Digitizing is necessary prior to the east wing seismic retrofit, so files will be available digitally for reference. Project files will be imported into the existing record management system, improving record management and accessibility.

TECHNOLOGY INFRASTRUCTURE PROJECTS

Project Title:	City Data Center Infrastructure
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	\$525,000
Ongoing Cost:	\$58,000 Annually
Recommended Year:	FY 2029-30
Funding Source:	Accumulated Replacement Funds

The City's servers and storage appliances were replaced in 2024 and need to be replaced in FY 2029-30 to ensure continued operation of the City's servers and applications. Servers and storage appliances are used to house the City's data, backups, host printing services, manage file permissions, and run applications for all departments.

Project Title:	City Desktop/Laptop Computers
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	\$200,000
Ongoing Cost:	N/A
Recommended Year:	FY 2028-29
Funding Source:	Accumulated Replacement Funds

Desktop and notebook computers and Microsoft Office software were replaced in 2024 and will need to be replaced in FY 2028-29. The PC replacement is necessary to stay current with industry standard hardware, software, and security standards. This project includes the replacement of all staff desktop computer workstations, laptops, and accompanying Microsoft Office productivity software.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title: City Facility Conference Room Audiovisual

Requesting Dept.: Finance & Administrative Services

One-Time Cost: \$5,000

Ongoing Cost: N/A

Recommended Year: FY 2025-26

Funding Source: Technology Investment Fund

This project is the proposed purchase of new audiovisual technology for the City Hall HR conference room. A new wall mounted display will be installed with a small form computer and peripherals. This allows for meetings that are more efficient and allow for online meetings and webinars to be conducted, reducing the need for in-person meetings at city facilities.

Project Title: City Facility Conference Room Audiovisual

Requesting Dept.: Finance & Administrative Services

One-Time Cost: \$45,000

Ongoing Cost: N/A

Recommended Year: FY 2026-27

Funding Source: Tech Investment Fund/Accumulated Replacement Funds

This project is the proposed purchase of replacement or addition of audiovisual technology for the city's conference rooms located at all city facilities (including CRPD). Once audiovisual technology in each city facility conference room reaches end-of-life, new wall mounted displays will be installed with small form computers and peripherals. This allows for meetings that are more efficient and allow for online meetings and webinars to be conducted, reducing the need for in-person meetings at city facilities. This project will be for all city facility conference rooms including City Hall Board Room, Administration Meeting Room, Public Works Conference Room, Engineering Meeting Space, PD Chief Conference Room, PD Briefing Room, Community Center Conference Room, Maintenance Yard Conference Room, Senior Center Conference Room.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title: City Facility Multi Function Copiers

Requesting Dept.: Finance & Administrative Services

One-Time Cost: \$70,000

Ongoing Cost: \$16,000 Annually

Recommended Year: FY 2027-28

Funding Source: Accumulated Replacement Funds

This project is the replacement of the City's copier fleet, which will be nearing end-of-life in 2028 and will no longer be supported by the manufacturer at that time. These copiers provide high volume scanning, copying, scan to email, and scan to fax capabilities as well as advanced printing functionality throughout all city offices.

Project Title: City Facility Network Security Firewalls

Requesting Dept.: Finance & Administrative Services

One-Time Cost: \$40,000

Ongoing Cost: \$13,300 Annually

Recommended Year: FY 2026-27

Funding Source: Accumulated Replacement Funds

The City's firewalls will reach their end-of-life in 2027. These appliances provide defense from unauthorized inbound access and allow for outbound communication. The appliances also protect the sensitive data in the Police Department from the rest of the City's local area network to ensure compliance with the California Law Enforcement Telecommunications System (CLETS).

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	City Facility Network Switches
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	\$120,000
Ongoing Cost:	\$7,500 Annually
Recommended Year:	FY 2029-30
Funding Source:	Accumulated Replacement Funds

The City's network switches will reach the end of life in 2029 and need to be replaced in FY 2029-30. A network switch connects each device on the City's network (PCs, notebooks, tablets, etc.) The switches are used to interconnect to the City's file, print, and application servers with endpoint devices and the internet.

Project Title:	City Facility Wi-Fi Access Points
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	\$35,000
Ongoing Cost:	\$2,900 Annually
Recommended Year:	FY 2029-30
Funding Source:	Accumulated Replacement Funds

The City's Wi-Fi access points will reach end-of-life in 2029 and will need to be replaced in FY 2029-30. A Wi-Fi access point connects each mobile device on the City's network (phones, notebooks, tablets, etc.) The access points are used to connect to the City's laptops and other mobile devices as well as serve the city's public Wi-Fi at all city facilities.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title: Community Center Audiovisual System Enhancements

Requesting Dept.: Recreation & Community Services

One-Time Cost: \$30,000

Ongoing Cost: N/A

Recommended Year: FY 2025-26

Funding Source: Accumulated Replacement Funds

The audiovisual (AV) technology in the ballroom of the Community Center was updated in 2021. The current AV needs refreshing to include replacement of certain failed equipment, digital signage in the lobby, and the addition of AV in an additional rental room.

Project Title: Community Center Audiovisual System Replacement

Requesting Dept.: Recreation & Community Services

One-Time Cost: \$105,000

Ongoing Cost: \$6,000 Annually

Recommended Year: FY 2029-30

Funding Source: Accumulated Replacement Funds

The audiovisual (AV) technology in the ballroom of the Community Center was updated in 2021. The current AV is expected to be out of date with current standards and reach end-of-life in 2029. This project will add new digital connection types and replace all AV related hardware deemed end-of-life.

Project Title: Device Addition/Replacement Contingency

Requesting Dept.: Finance & Administrative Services

One-Time Cost: \$10,000 Annually

Ongoing Cost: N/A

Recommended Year: FY 2025-26 through FY 2029-30

Funding Source: Technology Investment Fund

This contingency item is for incidental replacements or additions due to accidental damage, failure, or off schedule new equipment requests. This contingency covers equipment such as laptops, desktops, tablets, and other technological appliances.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	Parks Wi-Fi Access Points
Requesting Dept.:	Recreation & Community Services
One-Time Cost:	\$17,000
Ongoing Cost:	\$1,050 Annually
Recommended Year:	FY 2028-29
Funding Source:	Accumulated Replacement Funds

The City's Wi-Fi access points at park facilities will reach end-of-life in 2029 and will need to be replaced in FY 2029-30. A Wi-Fi access point connects each mobile device on the City's public Wi-Fi network (phones, notebooks, tablets, etc.) These access points are used primarily to serve the city's public Wi-Fi at all park facilities.

Project Title:	Police In-Car and Bodyworn Video System
Requesting Dept.:	Police
One-Time Cost:	N/A
Ongoing Cost:	\$136,000 Annually
Recommended Year:	FY 2028-29
Funding Source:	City General Fund

The Cypress Police Department will need to replace its in-car and bodyworn video equipment when the hardware warranty expires in 2029. In-car and bodyworn video recordings are necessary to chronicle police activity and are activated by vehicle speed, the initiation of lights and siren or manually activated by a Police Officer.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title: Police Vehicle Mobile Data Computers

Requesting Dept.: Police

One-Time Cost: \$250,000

Ongoing Cost: N/A

Recommended Year: FY 2027-28

Funding Source: Accumulated Replacement Funds

The Cypress Police Department will need to replace its mobile computers when the hardware warranty expires in March 2028. Purchased in August 2022, the expected life of the current mobile devices is 5 years. These devices are used 24 hours a day for police patrol operations and are necessary to transmit criminal information to the mobile police units, maintain communication with dispatch, run plates, check identification, map the location of the police cruisers, check for warrants, etc.

Project Title: Public Works Digital Plan Review Workstations

Requesting Dept.: Public Works

One-Time Cost: \$20,000

Ongoing Cost: \$1,000

Recommended Year: FY 2027-28

Funding Source: Accumulated Replacement Funds

Digital workstations consisting of a monitor and tablet allow Public Works to review and mark-up plans digitally at the counter, at desks, and bring that information in the field. The review process allows City staff to support its existing online permitting plan check system and continue digital submissions and corrections. The current digital plan review workstations are expected to need replacement in FY 2027-28.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title: Public Works Large Format Plotter

Requesting Dept.: Public Works

One-Time Cost: \$12,000

Ongoing Cost: N/A

Recommended Year: FY 2027-28

Funding Source: Accumulated Replacement Funds

This project is the proposed replacement of the large format Public Works printer. The plotters are typically used for plans and large signage for project notices. The current large format printers are expected to need replacement in FY 2027-28.

Project Title: RCS Large Format Plotters

Requesting Dept.: Recreation & Community Services

One-Time Cost: \$8,000

Ongoing Cost: N/A

Recommended Year: FY 2026-27

Funding Source: Accumulated Replacement Funds

This project is the proposed replacement of the large format printers located at the community center and senior center. The plotters are typically used for large signage and posters throughout the centers for various programs and services offered to the community. The current large format printers are expected to need replacement in FY 2026-27.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title: Senior Center Audiovisual System

Requesting Dept.: Recreation & Community Services

One-Time Cost: \$25,000

Ongoing Cost: \$2,000 Annually

Recommended Year: FY 2025-26

Funding Source: Accumulated Replacement Funds

The audiovisual (AV) technology in the multipurpose room of the Senior Center was updated in 2019. The current AV is expected to be out of date with current standards and reach end-of-life in 2025. This project will add new digital connection types and replace all AV related hardware deemed end-of-life.

Project Title: Senior Center Lab Computers

Requesting Dept.: Recreation & Community Services

One-Time Cost: \$7,500

Ongoing Cost: N/A

Recommended Year: FY 2026-27

Funding Source: Accumulated Replacement Funds

The Senior Center offers computer and internet access to its patrons in the form of eight all-in-one desktop computers located in the computer lab. These computers were installed in 2021 and are expected to reach the end of their useful life by 2026 due to their aging operating system and hardware components. These PCs will be replaced with new all-in-one PCs with the latest operating system and current hardware technology.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

11.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 05/27/2025

SUBJECT: Receive and File the Investment Report for the Month Ended April 30, 2025

RECOMMENDATION

Receive and file the attached investment report.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of April 30, 2025, the City had \$184.8 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.31%. As required by the Government Code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments presents the investments held by the City of Cypress as of April 30, 2025. The Investment Report consists of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees with the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the scheduled liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City's Investment Policy further defines permitted investments. These restrictions on investment types and the terms of allowable investments tend to result in limited yields on City investments.
4. Interfund Investments - Summarizes all authorized and outstanding loans between City funds. The two loans from the City to the Cypress Recreation and Park District relate to the construction of Lexington Park and the rehabilitation of Arnold Cypress Park.
5. Summary of Cash and Investments Held In Trust - Indicates the investments held in

trust by the Public Agency Retirement Services (PARS) to offset unfunded pension liabilities. Pension trust assets can only be used to pay for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the ability for the trust to invest in more diverse assets which have the potential to yield a higher long-term rate of return.

As mentioned previously, the City had \$184.8 million (current market value) in cash and investments on April 30, 2025. The investments include Federal Agencies and US Treasuries Debt (\$113.2 million) and Investment Pools (\$67.0 million). The City's bank accounts held \$4.6 million on March 31, 2025.

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

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

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Investment Report for the Month Ended April 30, 2025

City of Cypress

Summary of Cash and Investments

As of April 30, 2025

Type	Description	Bank/Agent	Investment		Interest		Current Market	
			Date	Maturity Date	Rate	Carrying Value	Value (2)	
(1) Ckg	General Operating Account	BMO		5/1/2025	-	\$ 4,505,799.06	\$ 4,505,799.06	
Pool	Local Agency Investment Fund	State Treasurer		5/1/2025	4.333	36,000,000.00	36,030,570.88	
Pool	Local Agency Investment Fund	State Treasurer		5/1/2025	4.333	31,000,000.00	31,026,324.92	
TSY	US Treasury Bill	BMO	11/21/2024	5/22/2025	4.393	4,892,822.22	4,987,650.00	
TSY	US Treasury Bill	BMO	12/6/2024	11/15/2025	4.393	9,614,200.00	9,787,300.00	
FFCB	Federal Farm Credit Bank	BMO	1/13/2023	1/13/2026	4.000	2,000,000.00	2,000,680.00	
FFCB	Federal Farm Credit Bank	BMO	3/2/2023	3/2/2026	4.478	5,001,000.00	5,022,100.00	
FFCB	Federal Farm Credit Bank	BMO	9/29/2023	4/20/2026	5.000	4,994,229.64	5,047,300.00	
FFCB	Federal Farm Credit Bank	BMO	6/23/2023	6/23/2026	4.820	5,000,000.00	5,003,950.00	
FHLB	Federal Home Loan Bank	BMO	11/30/2023	11/17/2026	4.420	5,018,700.00	5,068,950.00	
FHLB	Federal Home Loan Bank	BMO	12/19/2024	11/17/2026	4.310	4,725,000.00	4,729,677.75	
FHLB	Federal Home Loan Bank	BMO	4/18/2024	4/16/2027	5.000	3,015,000.00	3,025,160.55	
FHLB	Federal Home Loan Bank	BMO	4/18/2024	7/23/2027	5.300	3,000,000.00	3,000,450.00	
FNMA	Federal National Mortgage Association	BMO	11/4/2024	10/28/2027	4.399	3,620,000.00	3,621,158.40	
FFCB	Federal Farm Credit Bank	BMO	11/21/2024	11/12/2027	4.210	9,976,300.00	10,115,100.00	
FHLMC	Federal Home Loan Mortgage Corp	BMO	12/19/2024	12/17/2027	4.243	4,966,250.00	4,981,050.00	
FFCB	Federal Farm Credit Bank	BMO	6/30/2023	6/30/2028	5.000	5,000,000.00	4,993,400.00	
FNMA	Federal National Mortgage Association	BMO	11/4/2024	7/21/2028	4.152	6,988,455.17	7,007,560.00	
TSY	US Treasury Bill	BMO	6/24/2024	7/31/2028	4.288	4,974,026.31	5,080,250.00	
FHLB	Federal Home Loan Bank	BMO	2/14/2025	8/14/2028	4.500	5,000,000.00	5,045,000.00	
FHLB	Federal Home Loan Bank	BMO	2/15/2024	2/12/2029	4.411	4,648,140.00	4,680,922.50	
FFCB	Federal Farm Credit Bank	BMO	4/18/2024	4/10/2029	4.375	4,948,160.00	5,104,100.00	
TSY	US Treasury Bill	BMO	6/24/2024	5/31/2029	4.241	4,700,114.89	4,829,100.00	
TSY	US Treasury Bill	BMO	12/6/2024	9/30/2029	4.032	4,967,872.37	5,039,050.00	
FFCB	Federal Farm Credit Bank	BMO	2/19/2025	2/19/2030	4.820	5,000,000.00	5,044,500.00	
Ckg	Worker's Comp Account	BMO		5/1/2025	-	50,000.00	50,000.00	
Ckg	Liability Account	California Bank & Trust		5/1/2025	-	8,500.00	8,500.00	
Cash	Petty Cash	City		5/1/2025	-	8,350.00	8,350.00	
						<u>\$ 183,622,919.66</u>	<u>\$ 184,843,954.06</u>	
Average Weighted Yield to Maturity:			4.31%					
Average Weighted Days to Maturity:			537.74					

(1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.

(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available on the City's website.
The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: 
Finance Director

City of Cypress

Changes in Cash/Investments

		2/28/2025	+RECEIPTS	(DISBURSEMENTS)	3/31/2025	+RECEIPTS	(DISBURSEMENTS)	4/30/2025
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	\$ 29,881,068	\$ 3,775,947	\$ (3,047,032)	\$ 30,609,983	\$ 5,778,006	\$ (3,125,107)	\$ 33,262,882
SPECIAL REVENUE								
115	PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212	CRPD-GENERAL FUND	13,474,275	664,816	(915,330)	13,223,761	3,532,411	(1,377,353)	15,378,819
213	CRPD-PARK DEVELOPMENT	6,081	-	-	6,081	2,024	-	8,105
221	TRAFFIC SAFETY	44,437	2,834	-	47,271	4,446	-	51,717
230	STREETS	9,134,958	417,803	(1,285,183)	8,267,578	1,517,219	(1,037,223)	8,747,574
251	LIGHTING DISTRICT #2	5,945,715	127,437	(1,024,558)	5,048,594	562,979	(92,618)	5,518,955
261	STORM DRAIN	2,340,293	32,903	(21,410)	2,351,786	51,923	(118,901)	2,284,808
262	PLANNED LOCAL DRAINAGE FACILITY	1,147,561	-	-	1,147,561	10,976	-	1,158,537
271	CORP CNTR MAINT DISTRICT #1	226,585	10,869	(2,829)	234,625	16,818	(5,386)	246,057
280	ASSET SEIZURE	1,235,135	4,196	(6,960)	1,232,371	24,821	(80,412)	1,176,780
291	CABLE TV FRANCHISE AGREEMENT	878,320	-	-	878,320	824	-	879,144
301	SUPPLEMENTAL LAW ENFORCEMENT	100,015	5,814	(10,594)	95,235	5,222	(8,967)	91,490
311	AB 2766 TRIP REDUCTION	-	15,625	(14,344)	1,281	4	-	1,285
321	SEWER FUND	9,943,301	121,973	(25,757)	10,039,517	203,633	(53,336)	10,189,814
471	LOW AND MODERATE HSG ASSET	16,456	-	(4,759)	11,697	34,618	-	46,315
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	14,897,978	170	(392,726)	14,505,422	-	(242,156)	14,263,266
416	INFRASTRUCTURE RESERVE	51,948,517	-	(525,549)	51,422,968	-	(378,763)	51,044,205
TRUST AND AGENCY								
600	TRUST AND AGENCY	1,622,479	28,109	(19,336)	1,631,252	48,830	(23,556)	1,656,526
611	BUSINESS ASSESSMENT DISTRICT	-	-	-	-	-	-	-
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	47,992	1,800	-	49,792	9,126	(20)	58,898
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,991,895	250,737	(158,655)	4,083,977	240,858	(233,929)	4,090,906
720	CAPITAL REPLACEMENT	15,288,263	57,588	(102,398)	15,243,453	57,588	(76,470)	15,224,571
730	TECHNOLOGY IMPROVEMENT	2,273,110	-	-	2,273,110	-	-	2,273,110
750	EMPLOYEE BENEFITS	5,266,792	1,394,878	(1,173,087)	5,488,583	1,361,868	(562,418)	6,288,033
760	LIABILITY SELF INSURANCE	1,814,990	56,823	-	1,871,813	55,266	(7,649)	1,919,430
770	WORKERS COMP SELF INSURANCE	3,590,473	63,649	(46,063)	3,608,059	59,785	(59,457)	3,608,387
OTHER								
811/812	WESTCOMM JPA	5,198,226	229,671	(343,539)	5,084,358	389,399	(259,268)	5,214,489
		<u>\$ 180,474,766</u>	<u>\$ 7,263,642</u>	<u>\$ (9,120,109)</u>	<u>\$ 178,618,299</u>	<u>\$ 13,968,644</u>	<u>\$ (7,742,989)</u>	<u>\$ 184,843,954</u>

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of April 30, 2025

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	Totals	Percent
CASH	\$ 4,572,649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,572,649	2.47%
FFCB	-	12,070,080	5,003,950	10,115,100	10,097,500	5,044,500	42,331,130	22.90%
FHLB	-	-	12,823,788	3,000,450	9,725,923	-	25,550,161	13.82%
FHLMC	-	-	-	4,981,050	-	-	4,981,050	2.69%
FNMA	-	-	-	3,621,158	7,007,560	-	10,628,718	5.75%
STATE POOL	67,056,896	-	-	-	-	-	67,056,896	36.28%
TSY	4,987,650	9,787,300	-	-	5,080,250	9,868,150	29,723,350	16.08%
Totals	\$ 76,617,195	\$ 21,857,380	\$ 17,827,738	\$ 21,717,758	\$ 31,911,233	\$ 14,912,650	\$ 184,843,954	100.00%
Percent	41.45%	11.82%	9.64%	11.75%	17.26%	8.07%	100.00%	

CITY OF CYPRESS INTERFUND INVESTMENTS

As of April 30, 2025

Note No.	To/From	Purpose	Issue Date	Scheduled Maturity Date	Interest Rate	Authorized Amount	Advances To Date [✱]	Repayments To Date	Note Principal Outstanding
1	CRPD/City	Lexington Park Construction	02/08/21	06/30/25	LAIF	\$ 12,800,000	\$ 12,293,975	\$ 9,101,142	\$ 3,192,833
2	CRPD/City	Arnold Cypress Park Construction	11/13/23	06/30/45	2.00%	\$ 33,500,000	\$ 30,959,103	\$ -	\$ 30,959,103

\$ 34,151,936

1 The Lexington Park note is being repaid with park development fees as they become available. It is anticipated the maturity date of this note will be extended later this fiscal year.

2 Beginning June 30, 2025, the CRPD will repay \$2 million annually from available CRPD property taxes over the

✱ No additional advances will be made for Lexington Park, however, construction payments are still ongoing for Arnold Cypress Park and additional advances are expected.

City of Cypress
Summary of Cash and Investments Held In Trust

As of April 30, 2025

<u>Fund</u>	<u>Type</u>	<u>Issuer</u>	<u>Maturity Date</u>	<u>One Year Return *</u>	<u>Cost Amount</u>	<u>Current Market Value</u>
<i>PARS Public Agencies Post-Employment Benefits Trust</i>						
<i>Trustee: Public Agency Retirement Services (PARS)</i>						
Section 115 Trust	Pension Trust	Various	Open	10.03%	<u>\$ 28,890,000.00</u>	<u>\$ 35,070,557.96</u>
			Total		<u><u>\$ 28,890,000.00</u></u>	<u><u>\$ 35,070,557.96</u></u>

* 12-month period ending with the current month.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

12.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 05/27/2025

SUBJECT: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of April 12, 2025 through May 9, 2025

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of April 12, 2025 through May 9, 2025:

- Electronic Funds Transfers 17024 through 17189
- Warrants 67720 through 67929
- Payroll Transfers W1554 through W1555

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is typically presented each month at the second regularly scheduled meeting of the City Council. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided payments (if any) are also identified.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of April 12, 2025 through May 9, 2025 are \$4,493,757.48.

LEGAL REVIEW

None required.

APPROVED BY:

Peter Grant, City Manager

Attachments

Payment Register for the Period 04-12-25 through 05-09-25

**City of Cypress
Payment Register
04/12/25 - 05/09/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17024	1480 - ARCO BUSINESS SOLUTIONS	\$ 129.51	Fuel/Community Development 3/3-4/2	NP68200334	\$ 129.51
17025	1480 - ARCO BUSINESS SOLUTIONS	\$ 92.07	Fuel/Engineering 3/3-4/2	NP68200334(A)	\$ 92.07
17026	1480 - ARCO BUSINESS SOLUTIONS	\$ 3,070.19	Fuel/Maint 3/3-4/2	NP68200334(B)	\$ 3,070.19
17027	1480 - ARCO BUSINESS SOLUTIONS	\$ 36.29	Fuel/Recreation 3/3-4/2	NP68200334(C)	\$ 36.29
17028	1480 - ARCO BUSINESS SOLUTIONS	\$ 16,977.51	Fuel/Police 3/3-4/2	NP68200334(D)	\$ 16,977.51
17029	168 - CalPERS-Fiscal Services Division	\$ 1,388.61	Pension Payment/Replacement Benefit Fund/COLA Adj 2025	17881184	\$ 1,388.61
17030	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,023.67	Workers Comp Claims/Professional Svcs/#28220-28243	Reimb 4/25/25	\$ 3,023.67
17031	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,095.92	Workers Comp Claims/Medical/#28220-28243	Reimb(A) 4/25/25	\$ 3,095.92
17032	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 25,865.90	Workers Comp Claims/Permanent Disability/#28220-28243	Reimb(B) 4/25/25	\$ 25,865.90
17033	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 15,000.00	Monthly Retiree Health Savings 4/25	4/25	\$ 15,000.00
17034	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	\$ 1,000.00	Deferred Comp/Exec Mgmt 4/25	401a-4/25	\$ 1,000.00
17035	2615 - SERRANO, HAZEL	\$ 500.00	Refund/Recycling Deposit/CDD-25-90/10448 Ethel Circle	Rfd 4/25/25	\$ 500.00
17036	2614 - FRANCO, MARIA	\$ 500.00	Refund/Recycling Deposit/CDD-25-83/11611 Luzon St	Rfd 4/25/25	\$ 500.00
17037	2613 - BEYROOTY-PATTERSON, NICHOLE	\$ 500.00	Refund/Recycling Deposit/CDD-25-65/4251 Opal Ave	Rfd 4/25/25	\$ 500.00
17038	2612 - MARQUEZ, JESSE	\$ 500.00	Refund/Recycling Deposit/CDD-25-49/4292 Jade Ave	Rfd 4/25/25	\$ 500.00
17039	2612 - MARQUEZ, JESSE	\$ 500.00	Refund/Recycling Deposit/CDD-25-70/11545 Java St	Rfd(A) 4/25/25	\$ 500.00
17040	2611 - MOORE, JAMES	\$ 500.00	Refund/Recycling Deposit/CDD-25-45/4382 Marion Ave	Rfd 4/25/25	\$ 500.00
17041	2610 - GARCIA, KEVIN	\$ 500.00	Refund/Recycling Deposit/CDD-25-40/5141 Hickory Circle	Rfd 4/25/25	\$ 500.00
17042	2570 - LEE, JONG	\$ 500.00	Refund/Recycling Deposit/CDD-25-37/6052 Lee Dr	Rfd 4/25/25	\$ 500.00
17043	2107 - BYER, TOM	\$ 500.00	Refund/Recycling Deposit/CDD-25-29/11433 Tortuga St	Rfd 4/25/25	\$ 500.00
17044	2107 - BYER, TOM	\$ 500.00	Refund/Recycling Deposit/CDD-25-62/10739 Charles Circle	Rfd(A) 4/25/25	\$ 500.00
17045	2107 - BYER, TOM	\$ 500.00	Refund/Recycling Deposit/CDD-25-11/6891 Elm Ave	Rfd(B) 4/25/25	\$ 500.00
17046	2609 - GARCIA, JESSICA	\$ 500.00	Refund/Recycling Deposit/CDD-25-2/10471 Longden St	Rfd 4/25/25	\$ 500.00
17047	2608 - ORTIZ JUAREZ, MARCO ANTONIO	\$ 500.00	Refund/Recycling Deposit/CDD-24-425/6146 Jeffrey Mark St	Rfd 4/25/25	\$ 500.00
17048	2607 - DANCH, WAGIH	\$ 1,800.00	Refund/Recycling Deposit/CDD-24-398/4143 Ball Rd	Rfd 4/25/25	\$ 1,800.00
17049	2606 - KIM, TONY	\$ 500.00	Refund/Recycling Deposit/CDD-24-365/5821 Wellson Dr	Rfd 4/25/25	\$ 500.00
17050	2605 - JESSEN, MICHAEL	\$ 1,150.00	Refund/Recycling Deposit/CDD-24-360/9527 Valley View St	Rfd 4/25/25	\$ 1,150.00

**City of Cypress
Payment Register
04/12/25 - 05/09/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17051	2361 - MAZLOUM, FATEN & ELIAS	\$ 1,390.00	Refund/Recycling Deposit/CDD-24-195/6929 Orangewood Ave	Rfd 4/25/25	\$ 1,390.00
17052	2361 - MAZLOUM, FATEN & ELIAS	\$ 1,300.08	Refund/BS-24-1157/Cancelled Project	Rfd(A) 4/25/25	\$ 1,300.08
17053	2361 - MAZLOUM, FATEN & ELIAS	\$ 1,000.00	Refund/Recycling Deposit/CDD-24-378/4891 Corso Circle	Rfd(B) 4/25/25	\$ 1,000.00
17054	2604 - TOBIN, RICHARD	\$ 151.00	Refund/BS-25-300/Cancelled Permit	Rfd 4/25/25	\$ 151.00
17055	2603 - VENKATACHALAM, RAMAN	\$ 188.00	Refund/PW-25-43	Rfd 4/25/25	\$ 188.00
17056	2528 - ALTIT, RONEN & MORAN	\$ 500.00	Refund/Recycling Deposit/CDD-25-10/10282 Delano Dr	Rfd 4/25/25	\$ 500.00
17057	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	\$ 1,488.00	Svc/Business License Tax Admin 3/25	MAR25	\$ 1,488.00
17058	145 - AUSTIN, CHERYL	\$ 56.52	W/C Retiree Health Care Benefits 5/25	5/25	\$ 56.52
17059	128744 - AYRES, RICHARD	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17060	102038 - BALDWIN, DARRELL	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17061	102087 - BISH, EDWARD	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17062	100101 - BRUCE, THOMAS M	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17063	122419 - CLEMONS, MARK	\$ 350.00	Retiree Health Care Benefits 5/25	5/25	\$ 350.00
17064	129695 - COTE, ROBERT	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17065	128938 - COX, RODNEY	\$ 123.85	Retiree Health Care Benefits 5/25	5/25	\$ 123.85
17066	104003 - ESSEX, CLARE	\$ 611.70	Retiree Health Care Benefits 5/25	5/25	\$ 611.70
17067	128044 - FORNISS, DANIEL	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17068	129816 - FOSTER, SCOTT	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17069	112187 - HEALY, BRIAN	\$ 33.33	Retiree Health Care Benefits 5/25	5/25	\$ 33.33
17070	100667 - LASSALLE, ISMAEL	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17071	123656 - MANUEL, DEAN	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17072	129700 - MCSHANE, CHRIS	\$ 232.96	Retiree Health Care Benefits 5/25	5/25	\$ 232.96
17073	2017 - MINIKUS, SCOTT	\$ 341.78	Reimb/Medical Premiums 5/25	5/25	\$ 341.78
17074	128832 - MORALES, PAULO	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17075	122 - MORROW, RICHARD L	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17076	129608 - OLSON, JAMES	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17077	128784 - RAMSEY, KENNETH	\$ 125.00	Retiree Health Care Benefits 5/25	5/25	\$ 125.00

**City of Cypress
Payment Register
04/12/25 - 05/09/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17078	119027 - RAMSEY, STEVE	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17079	180 - SWIFT, JEFF	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17080	130138 - TIMNEY, MATTHEW	\$ 350.00	Retiree Health Care Benefits 5/25	5/25	\$ 350.00
17081	1024 - VALLEY VISTA SERVICES, INC	\$ 242,549.26	Waste Disposal Fee 3/25	3/25	\$ 242,549.26
17082	40 - WARLAND INVESTMENTS COMPANY	\$ 37,500.00	Development Assistance 5/25	5/25	\$ 37,500.00
17083	122756 - WINTERSOLE, MICHAEL	\$ 300.00	Retiree Health Care Benefits 5/25	5/25	\$ 300.00
17084	2170 - US BANK	\$ 125.00	PD Reg/Advanced Search & Seizure/CS 6/3	0076 4/10/25	\$ 125.00
17085	2170 - US BANK	\$ 125.00	PD Reg/Advanced Traffic Stops/CS 6/4	0076(A) 4/10/25	\$ 125.00
17086	2170 - US BANK	\$ 642.35	PD Hotel/OC Police Chiefs Assoc Workshop/ML 4/8-4/11	0076(B) 4/10/25	\$ 642.35
17087	2170 - US BANK	\$ 65.00	PD Reg/Field Training Officer Update/TM 4/8-4/10	0076(C) 4/10/25	\$ 65.00
17088	2170 - US BANK	\$ 726.72	PD Hotel/Emergency Vehicle Operations Course/AL 4/6-4/12	0076(D) 4/10/25	\$ 726.72
17089	2170 - US BANK	\$ 299.00	Dues/Society For HR Mgmt/NG 3/17/25-3/16/26	0205 4/10/25	\$ 299.00
17090	2170 - US BANK	\$ 325.00	Job Ad/CSMFO/Accounting Supervisor 3/20	0205(A) 4/10/25	\$ 325.00
17091	2170 - US BANK	\$ 52.91	Meals(3)/Interview Panel/Maint Worker 4/8	0505(B) 4/10/25	\$ 52.91
17092	2170 - US BANK	\$ 150.00	W/C Dues/CA CLETS Users Group 2025	0781 4/10/25	\$ 150.00
17093	2170 - US BANK	\$ 17.40	W/C Sub/Business Analytics/Reporting Software 3/7-4/6	0781(A) 4/10/25	\$ 17.40
17094	2170 - US BANK	\$ 216.41	W/C Keyboards(6)/Dispatch 3/20	0781(B) 4/10/25	\$ 216.41
17095	2170 - US BANK	\$ 136.99	W/C Svc/Satellite TV 3/25-4/24	0781(C) 4/10/25	\$ 136.99
17096	2170 - US BANK	\$ 23.92	W/C Data Storage/Amazon Cloud 3/25	0781(D) 4/10/25	\$ 23.92
17097	2170 - US BANK	\$ 25.00	Reg/Planning Directors Assoc Meeting/AV 4/2	2518 4/10/25	\$ 25.00
17098	2170 - US BANK	\$ 23.00	Toll Fee/Santa Rosa Planning Commission Conf/AV 3/5	3033 4/10/25	\$ 23.00
17099	2170 - US BANK	\$ 75.00	Reg/Cypress Police Foundation Appreciation Lunch/AV 5/13	3033(A) 4/10/25	\$ 75.00
17100	2170 - US BANK	\$ 150.00	Sub/Property Data/Code Enforcement & Planning 3/25	3033(B) 4/10/25	\$ 150.00
17101	2170 - US BANK	\$ 348.00	2024 Govt Accounting, Auditing, Financial Reports 4/15	3071 4/10/25	\$ 348.00
17102	2170 - US BANK	\$ 610.00	Fee/Annual Comprehensive Financial Report Award FYE 6/30/24	3071(A) 4/10/25	\$ 610.00
17103	2170 - US BANK	\$ 100.00	Reg/Advanced Specialty Topic/Lease Reporting 4/8	3071(B) 4/10/25	\$ 100.00
17104	2170 - US BANK	\$ 790.00	Reg/CALED Annual Conference/CW 5/7-5/9	3630 4/10/25	\$ 790.00

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17105	2170 - US BANK	\$ 66.03	Plaque(1)/Business Visitation Program 3/14	3630(A) 4/10/25	\$ 66.03
17106	2170 - US BANK	\$ 44.48	Food/Business Visitation Program/CW 3/19	3630(B) 4/10/25	\$ 44.48
17107	2170 - US BANK	\$ 98.81	Ceremonial Key to the City(1)/Business Development 3/26	3630(C) 4/10/25	\$ 98.81
17108	2170 - US BANK	\$ 13.22	Supplies/Ribbon Cutting/Business Grand Opening 4/1	3630(D) 4/10/25	\$ 13.22
17109	2170 - US BANK	\$ 75.00	Reg/Cypress Police Foundation Appreciation Lunch/CW 4/2	3630(E) 4/10/25	\$ 75.00
17110	2170 - US BANK	\$ 75.00	Reg/Planning Seminar/CW 4/23	3630(F) 4/10/25	\$ 75.00
17111	2170 - US BANK	\$ 840.45	PD Batteries(4)/Automatic External Defibrillator 3/26	4142 4/10/25	\$ 840.45
17112	2170 - US BANK	\$ 87.86	PD Dog Food(1 Bag)/Bono 3/29	4289 4/10/25	\$ 87.86
17113	2170 - US BANK	\$ 39.86	Popcorn Bags(500)/Sr Center 3/11	5178 4/10/25	\$ 39.86
17114	2170 - US BANK	\$ 20.39	Supplies/Sr Camp 3/26	5178(A) 4/10/25	\$ 20.39
17115	2170 - US BANK	\$ (253.20)	Credit/Replacement Drive(1) 3/11	5350 4/10/25	\$ (253.20)
17116	2170 - US BANK	\$ 133.08	Fiber Network Cable(1)/IT 3/17	5350(A) 4/10/25	\$ 133.08
17117	2170 - US BANK	\$ 253.20	Hard Drive(1)/Returned 4/15	5350(B) 4/10/25	\$ 253.20
17118	2170 - US BANK	\$ 61.25	Network Switch Bracket(1)/IT 4/16	5350(C) 4/10/25	\$ 61.25
17119	2170 - US BANK	\$ 26.94	USB Security Key(1)/IT 3/31	5350(D) 4/10/25	\$ 26.94
17120	2170 - US BANK	\$ 720.00	Sub/Multi-Factor Authentication/IT 3/28/25-3/28/26	5350(E) 4/10/25	\$ 720.00
17121	2170 - US BANK	\$ 64.60	Copper Transceivers(4)/IT 4/14	5350(F) 4/10/25	\$ 64.60
17122	2170 - US BANK	\$ 54.93	Network Cables(3)/IT 4/14	5350(G) 4/10/25	\$ 54.93
17123	2170 - US BANK	\$ 60.00	Facebook Ad(1)/City Events 3/11	5530 4/10/25	\$ 60.00
17124	2170 - US BANK	\$ 20.00	Reg/Chamber of Commerce Networking Breakfast/LM 3/11	5530(A) 4/10/25	\$ 20.00
17125	2170 - US BANK	\$ 67.41	Supplies/Copy Paper(10 Rms) 3/14	5530(B) 4/10/25	\$ 67.41
17126	2170 - US BANK	\$ 46.91	Food/Council Meetings 3/18	5530(C) 4/10/25	\$ 46.91
17127	2170 - US BANK	\$ 2.89	Facebook Ad(1)/City Events 3/23	5530(D) 4/10/25	\$ 2.89
17128	2170 - US BANK	\$ 36.53	Facebook Ad(1)/City Events 3/23	5530(E) 4/10/25	\$ 36.53
17129	2170 - US BANK	\$ 150.85	Meals/Board & Brew/City Council Meeting 3/24	5530(F) 4/10/25	\$ 150.85
17130	2170 - US BANK	\$ 110.00	Sub/Mailchimp/Email Distribution 3/25	5530(G) 4/10/25	\$ 110.00
17131	2170 - US BANK	\$ 75.00	Reg/Cypress Police Foundation Appreciation Lunch/PG 5/13	5530(H) 4/10/25	\$ 75.00

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17132	2170 - US BANK	\$ 75.00	Reg/Cypress Police Foundation Appreciation Lunch/DB 5/13	5530(I) 4/10/25	\$ 75.00
17133	2170 - US BANK	\$ 75.00	Reg/Cypress Police Foundation Appreciation Lunch/LM 5/13	5530(J) 4/10/25	\$ 75.00
17134	2170 - US BANK	\$ 75.00	Reg/Cypress Police Foundation Appreciation Lunch/SM 5/13	5530(K) 4/10/25	\$ 75.00
17135	2170 - US BANK	\$ 9.72	Reg/Yom HaShoah at Cypress College/DB 4/10	5530(L) 4/10/25	\$ 9.72
17136	2170 - US BANK	\$ 59.79	PD Hand Sanitizer(24 Btls) 3/17	6557 4/10/25	\$ 59.79
17137	2170 - US BANK	\$ 146.43	PD Toner(1)/Records 3/13	6557(A) 4/10/25	\$ 146.43
17138	2170 - US BANK	\$ 635.78	PD Narcotic Identification Kits(200) 4/10	6557(B) 4/10/25	\$ 635.78
17139	2170 - US BANK	\$ 7.80	PD Glass Cleaner(4 Cans) 3/31	6557(C) 4/10/25	\$ 7.80
17140	2170 - US BANK	\$ 19.89	PD Cardstock(250 Sheets) 3/31	6557(D) 4/10/25	\$ 19.89
17141	2170 - US BANK	\$ 7.81	PD Pen Refills(6) 4/3	6557(E) 4/10/25	\$ 7.81
17142	2170 - US BANK	\$ 172.93	PD Food/Badge Pinning Event 3/17	6696 4/10/25	\$ 172.93
17143	2170 - US BANK	\$ 14.97	PD Food/Badge Pinning Event 3/21	6696(A) 4/10/25	\$ 14.97
17144	2170 - US BANK	\$ 15.70	PD Motivational Stickers(200)/PAC 4/3	6696(B) 4/10/25	\$ 15.70
17145	2170 - US BANK	\$ 85.87	Lunch Meeting(3)/West Comm Board Meeting 3/12	7052 4/10/25	\$ 85.87
17146	2170 - US BANK	\$ 42.56	Lunch Meeting(2)/Status Meeting/PG & SM 3/20	7052(A) 4/10/25	\$ 42.56
17147	2170 - US BANK	\$ 200.09	Sub/Dropbox Essentials/Council Workshops 3/17/25-3/17/26	6013 4/10/25	\$ 200.09
17148	2170 - US BANK	\$ 1,020.00	Sub/GoTo Webinar/Virtual Council Meetings 3/26/25-3/25/26	6013(A) 4/10/25	\$ 1,020.00
17149	2170 - US BANK	\$ 90.00	Reg/Women In Leisure Leadership Conf/AT & NG 4/14	7072 4/10/25	\$ 90.00
17150	2170 - US BANK	\$ 145.50	Postage Stamps(200)/Sr Center 3/19	7072(A) 4/10/25	\$ 145.50
17151	2170 - US BANK	\$ 132.75	Supplies/Sr Center 3/26	7072(B) 4/10/25	\$ 132.75
17152	2170 - US BANK	\$ 164.82	Supplies/Sr Center 4/1	7072(C) 4/10/25	\$ 164.82
17153	2170 - US BANK	\$ 69.00	Reg/CPR/AED Certification/AP 4/12	7072(D) 4/10/25	\$ 69.00
17154	2170 - US BANK	\$ 69.00	Reg/CPR/AED Certification/KD 4/12	7072(E) 4/10/25	\$ 69.00
17155	2170 - US BANK	\$ 4.00	Sub/OC Register Online/JD 4/2-4/30	7667 4/10/25	\$ 4.00
17156	2170 - US BANK	\$ 37.24	Supplies/Teens Night Out 3/13	8543 4/10/25	\$ 37.24
17157	2170 - US BANK	\$ 36.62	Supplies/Teens Night Out 3/14	8543(A) 4/10/25	\$ 36.62
17158	2170 - US BANK	\$ 47.39	Supplies/Day Camp 3/14	8543(B) 4/10/25	\$ 47.39

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17159	2170 - US BANK	\$ 1,024.92	Food/Excursion/LA National History Museum/Day Camp 6/11	8543(C) 4/10/25	\$ 1,024.92
17160	2170 - US BANK	\$ 32.16	Food/Playground/Kids Night Out 3/21	8543(D) 4/10/25	\$ 32.16
17161	2170 - US BANK	\$ 32.16	Food/Teens Night Out 3/21	8543(E) 4/10/25	\$ 32.16
17162	2170 - US BANK	\$ 29.75	Supplies/Recreation Employee of the Quarter 4/7	8543(F) 4/10/25	\$ 29.75
17163	2170 - US BANK	\$ 172.38	Basketballs(2)/Youth Sports 3/27	8550 4/10/25	\$ 172.38
17164	2170 - US BANK	\$ 394.37	PD Fatal Vision Goggles(3)/STAR Team 3/21	8578 4/10/25	\$ 394.37
17165	2170 - US BANK	\$ 1,260.00	Svc/Quickbase/Bldg/Public Works 4/5-5/4	8756 4/10/25	\$ 1,260.00
17166	2170 - US BANK	\$ 515.61	PD Air Purifiers(2)/Weight Room 3/28	8922 4/10/25	\$ 515.61
17167	2170 - US BANK	\$ 371.53	PD Lunch Meeting(14)/Seconds In Command Meeting 4/9	8922(A) 4/10/25	\$ 371.53
17168	2170 - US BANK	\$ 548.74	Hotel/CPRS Conference/CP 3/18-3/20	9103 4/10/25	\$ 548.74
17169	2170 - US BANK	\$ 582.59	Hotel/CPRS Conference/CP 3/20-3/21	9103(A) 4/10/25	\$ 582.59
17170	2170 - US BANK	\$ 118.00	Reg/City Engineers Assoc of OC Meeting/DC & NM 4/7	9131 4/10/25	\$ 118.00
17171	2170 - US BANK	\$ 10.00	Svc/Box/Staff Document Review/Engineering 3/29-4/28	9131(A) 4/10/25	\$ 10.00
17172	2170 - US BANK	\$ 118.00	Reg/City Engineers Assoc of OC Meeting/NM & DC 5/5	9131(B) 4/10/25	\$ 118.00
17173	2170 - US BANK	\$ 175.84	Supplies/Sr Center/Order Not Received 3/18	9213 4/10/25	\$ 175.84
17174	2170 - US BANK	\$ 125.65	Erroneous Charge/Reimbursed 3/23	9213(A) 4/10/25	\$ 125.65
17175	2170 - US BANK	\$ (175.84)	Credit/Supplies/Sr Center/Order Not Received	9213(B) 4/10/25	\$ (175.84)
17176	2170 - US BANK	\$ 121.35	Supplies/Sr Center Grocery Program 4/1	9213(C) 4/10/25	\$ 121.35
17177	2170 - US BANK	\$ 859.53	Supplies/Sr Center Volunteer Recognition 4/7	9213(D) 4/10/25	\$ 859.53
17178	2170 - US BANK	\$ 35.55	Certificate Holders(50)/FOCCA Scholarship Program 4/11	9213(E) 4/10/25	\$ 35.55
17179	2170 - US BANK	\$ 331.98	PD Faraday Bag(1) 3/13	9844 4/10/25	\$ 331.98
17180	2170 - US BANK	\$ 24.77	PD Phone Chargers(3) 3/25	9844(A) 4/10/25	\$ 24.77
17181	2170 - US BANK	\$ 19.38	PD Phone Chargers(2) 3/25	9844(B) 4/10/25	\$ 19.38
17182	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 17,982.27	Med Insurance/West Comm 5/25	100000017896377	\$ 17,982.27
17183	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 193,733.53	Med Insurance/City & Dist 5/25	100000017896142	\$ 193,733.53
17184	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,293.14	Workers Comp Claims/Professional Svcs/#28244-28290	Reimb 5/9/25	\$ 3,293.14
17185	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 11,569.02	Workers Comp Claims/Medical/#28244-28290	Reimb(A) 5/9/25	\$ 11,569.02

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17186	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 4,613.04	Workers Comp Claims/Permanent Disability/#28244-28290	Reimb(B) 5/9/25	\$ 4,613.04
17187	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 455.42	Workers Comp Claims/Temporary Disability/#28244-28290	Reimb(C) 5/9/25	\$ 455.42
17188	109143 - FIRST AMERICAN TITLE COMPANY	\$ 1,791.90	County Documentary Transfer Tax/5732 Lincoln Ave	5/9/25	\$ 1,791.90
17189	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 738.22	PD Svc/Alarm Permit & False Alarm Collections 3/25	3/25	\$ 738.22
67720	639 - 10-8 RETROFIT, INC	\$ 1,640.69	Dodge Door Panels(6) 4/15	21203	\$ 1,640.69
67721	628 - A-1 TRANSMISSION	\$ 348.95	Repair/Transmission/Unit #618	56685	\$ 348.95
67722	1346 - A1 TEST ONLY & SMOG	\$ 125.00	Svc/Smog Test/Unit #149	1240586 4/9/25	\$ 45.00
			Svc/Smog Test/Unit #606	1488093 4/10/25	\$ 40.00
			Svc/Smog Test/Unit #669	5SWD712 4/10/25	\$ 40.00
67723	106914 - ADMINISURE	\$ 3,582.00	Workers Comp Claims Admin 5/25	17805	\$ 3,582.00
67724	123456 - ADS CONSULTING GROUP INC	\$ 3,627.70	Consult/Network 3/1-3/25	206465	\$ 2,625.00
			Consult/Network 4/3-4/15	206506	\$ 1,002.70
67725	130335 - AKM CONSULTING ENGINEERS	\$ 10,301.50	Consult/Hydrology & Sewer Study/LART Development 3/25	0013357	\$ 3,972.50
			Design/Pump Station #1 3/25	0013359	\$ 6,329.00
67726	122455 - ALL AMERICAN SIGN CO, INC	\$ 72.67	Update Banner(1)/Pee Wee Sports 4/10	57073	\$ 72.67
67727	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 9,644.00	Crossing Guard Svcs(14.83 Hrs)/Orange & Grindlay 3/16-3/29	100037(A)	\$ 381.72
			Crossing Guard Svcs(359.84 Hrs) 3/16-3/29	100037	\$ 9,262.28
67728	1200 - ANNEALTA GROUP	\$ 7,320.00	Svc/City Planner 3/25	497-3538	\$ 7,320.00
67729	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	\$ 1,311.00	Final/Svc/Admin Assistance/Pavement Mgmt Relief Program 3/25	163872	\$ 1,311.00
67730	2351 - ASPHALT, FABRIC & ENGINEERING, INC	\$ 42,120.74	Final/Install/Synthetic Turf/Arnold Cypress Park Rehab 3/25	52062	\$ 42,120.74
67731	110860 - AT&T	\$ 3,288.78	9391033694-PW Phone Svc 3/25	3/25(J)	\$ 155.55
			9391033695-Civic Center Phone Svc 3/25	3/25(K)	\$ 31.65
			Phone Svc/Multi-Line 3/13-4/12	3/13/25-4/12/25	\$ 3,101.58
67732	252 - AUTO ZONE, INC	\$ 225.15	Suspension Struts(2) 9/28	5521404023	\$ 150.85
			Wiper Blades(4) 3/31	05521575459	\$ 74.30
67733	610 - AUTONATION TOYOTA BUENA PARK FIT KIT INC	\$ 739.49	Replace/Tire Sensors(4)/Unit #168	441987	\$ 326.61
			Svc/Program Sensors/Unit #168	844647	\$ 412.88
67734	2286 - AWARDS BY PAUL PINK CREATIONS INC	\$ 286.62	PD PACE Medals(38) 4/16	58164	\$ 286.62
67735	1232 - BANNER BANK	\$ 44,643.95	Retention/LA Engineering/AC Park Rehab 3/25	16-3/25	\$ 44,643.95
67736	630 - BATTERY SYSTEMS INC	\$ 719.42	Batteries(2)/Pump Station #2 3/20	6372877	\$ 719.42
67737	109327 - BEE REMOVERS - HONEYCOTT, INC	\$ 280.00	Svc/Bee Removal 3/24	603168	\$ 140.00
			Svc/Bee Removal 4/7	603195	\$ 140.00

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67738	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 9,603.12	Insurance/Life/LTD/STD/Optional 5/25	16467	\$ 9,603.12
67739	2600 - BRAVO, BARUC	\$ 590.60	Tuition/Seismic On-Demand/Winter 2025	Tuit 4/25/25	\$ 590.60
67740	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 28,559.99	Svc/Landscape/Citywide 4/25	9293910	\$ 28,559.99
67741	2206 - BUCKNAM INFRASTRUCTURE GROUP INC	\$ 20,149.05	Svc/Update/Pavement Mgmt Program 3/25	385-02.02	\$ 20,149.05
67742	108966 - CA ASSOC OF HOSTAGE NEGOTIATORS-CAHN	\$ 50.00	PD Reg/CA Assoc of Hostage Negotiators/DA & JH 3/12	PD Reg(2) 3/12	\$ 50.00
67743	111328 - CALIFORNIA BUILDING STANDARDS COMMISSION	\$ 449.93	Building Standards 1/25-3/25	1/25-3/25	\$ 449.93
67744	1998 - CEJA, SAUL	\$ 24.00	Meals/First Aid/CPR/AED Refresher 3/3	Reimb 4/25/25	\$ 12.00
			Meals/Mental Health Decision Making 2/13	Reimb(A) 4/25/25	\$ 12.00
67745	123012 - CHARLES ABBOTT ASSOCIATES	\$ 6,380.00	Svc/Fats, Oil & Grease/NPDES Inspections 3/25	68724	\$ 1,980.00
			Svc/Water Quality Mgmt/Plan Checks 2/25	68593	\$ 800.00
			Svc/Water Quality Mgmt/Plan Checks 3/25	68726	\$ 3,600.00
67746	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 144.59	Svc/Cable TV 4/10-5/9	188680601040725	\$ 144.59
67747	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 1,568.99	Svc/Internet Access 4/16-5/15	187625401	\$ 1,568.99
67748	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 21,187.50	Svc/City Strategic Communications Support 3/25	25-1084	\$ 10,000.00
			Svc/City Strategic Rebranding 3/25	25-1086	\$ 6,187.50
			Svc/Recreation Strategic Communications Support 2/25	25-1049	\$ 5,000.00
67749	1439 - CORODATA MEDIA STORAGE, INC	\$ 154.76	Off-Site Data Storage 3/25	DS1311476	\$ 154.76
67750	115004 - COUNTY CLERK-RECORDER	\$ 2,968.75	Fee/Notice of Determination/Cypress Business Park Modernization	4/28/25(A)	\$ 2,968.75
67751	115004 - COUNTY CLERK-RECORDER - COPY DESK	\$ 50.00	Admin Fee/Notice of Determination/Business Park Modernization	4/28/25(B)	\$ 50.00
67752	115003 - COUNTY OF ORANGE	\$ 6,313.00	Parking Violations 3/25	3/25	\$ 6,313.00
67753	115003 - COUNTY OF ORANGE	\$ 2,797.80	W/C Svc/OCSD Comm Charges/800 MHz Radio 4/1/25-6/30/25	STCS002752	\$ 2,797.80
67754	115003 - COUNTY OF ORANGE	\$ 1,490.00	PD Svc/Automated Fingerprint Identification System 3/25	SH71184	\$ 1,490.00
67755	115003 - COUNTY OF ORANGE	\$ 1,104.51	PD Svc/OC Automated Telecommunications System 3/25	SH71222	\$ 1,104.51
67756	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT OCSD	\$ 26,210.98	PD Svc/OCSD Comm Charges/800 MHz 4/1/25-6/30/25	STCS002788	\$ 26,210.98
67757	110125 - CWEA MEMBERSHIP	\$ 239.00	Dues/CA Water Environment Assoc/AM 5/1/25-4/30/26	Dues/AM 2025-26	\$ 239.00
67758	116854 - DATA TICKET INC-MSB	\$ 1,740.18	Parking Citation Processing 3/25	177649	\$ 1,740.18
67759	104010 - DEPT OF CONSERVATION-STATE OF CALIFORNIA	\$ 2,666.95	Strong Motion 1/25-3/25	1/25-3/25	\$ 2,666.95
67760	105412 - DEPT OF INDUSTRIAL RELATIONS	\$ 225.00	Svc/Elevator Inspection/Council Chambers 3/26	E2157547SN	\$ 225.00
67761	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 164.00	Svc/Fingerprints(1)/Recreation 3/25	808461(A)	\$ 32.00
			Svc/Fingerprints(2)/PD 3/25	808461	\$ 132.00

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67762	1296 - EDCO CNG	\$ 1,752.68	Natural Gas(512.48 Gls)/Sweepers(2) 3/16-3/31	04022025-6	\$ 1,752.68
67763	2461 - FCG CONSULTANTS INC	\$ 30,419.30	Construct Mgmt/Concrete Rehab 3/25	1135-1009I	\$ 29,224.98
			Inspect/HVAC & Roof Replacement/Boys & Girls Club 3/25	1135-1009B	\$ 1,194.32
67764	119018 - GOLDEN STATE WATER COMPANY	\$ 68,073.41	Svc/Arnold Cypress Park 3/25	3/25(H)	\$ 468.08
			Svc/Athletic Fields 3/25	3/25(L)	\$ 6,332.51
			Svc/Civic Center 3/25	3/25(K)	\$ 4,071.54
			Svc/Community Center 3/25	3/25(N)	\$ 53.49
			Svc/Lexington Park 3/25	3/25(J)	\$ 3,228.38
			Svc/Maint Yard Landscaping 3/25	3/25(O)	\$ 806.09
			Svc/Parks Landscaping 11/24-3/25	11/24-3/25	\$ 795.72
			Svc/Parks Landscaping 3/25	3/25(G)	\$ 19,880.61
			Svc/Parks Landscaping 4/25	4/25(A)	\$ 1,015.48
			Svc/Parkway Maint 3/25	3/25(F)	\$ 14,505.08
			Svc/Parkway Maint 4/25	4/25(B)	\$ 12,587.93
			Svc/Sr Center 3/25	3/25(I)	\$ 1,315.40
			Svc/Stanton Channel Berm 3/25	3/25(M)	\$ 2,245.48
			Svc/Storm Drain 4/25	4/25	\$ 767.62
67765	110049 - GREAT SCOTT TREE SERVICE INC	\$ 2,632.50	Emergency Svc/Tree Removal(1) 3/13	56142	\$ 1,207.50
			Svc/Tree Removal(1) 3/10	55984	\$ 850.00
			Svc/Trim Tree(1) 3/24	56143	\$ 575.00
67766	110815 - GRIFFIN STRUCTURES INC	\$ 40,768.82	Construct Mgmt/Arnold Cypress Park Rehab 3/25	GSI-CACPR448-16	\$ 40,768.82
67767	103008 - HARTZOG & CRABILL	\$ 6,171.25	Consult/Traffic Signal Cabinet Replacement 3/25	25-0110	\$ 3,960.00
			Svc/Monitor Traffic Signals 3/25	25-0109	\$ 2,211.25
67768	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 1,092.23	Supplies/Maint 3/25	4/25/25	\$ 1,092.23
67769	117233 - HOME DEPOT CREDIT SVC-REC #0720	\$ 295.41	Cable Ties(500) 3/19	3020896	\$ 73.51
			Rubber Door Mats(2)/Sr Center 3/27	6870474	\$ 92.62
			Storage Shelving(1)/Sr Center 3/27	6127405	\$ 103.44
			Waste Container(1)/Sr Center 3/27	6490075	\$ 25.84
67770	101547 - JIMNI SYSTEMS	\$ 12,663.60	Repair/Pump/Sewer Lift Station 2/27	37941	\$ 12,663.60
67771	125450 - KMBS USA INC KONICA MINOLTA	\$ 3,240.08	Copier Maint/Citywide 1/1/25-3/31/25	9010387033	\$ 2,604.47
			Copier Maint/Print Shop 1/1/25-3/31/25	9010385327	\$ 635.61
67772	2153 - LAUDERBACK, MARK	\$ 120.00	Reimb/Meals/Tri-County Cheifs' Workshop 4/8-4/11	Reimb 4/25/25	\$ 120.00
67773	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	\$ 365.00	Svc/Damage Estimate/Motor Unit #659	52848	\$ 365.00
67774	1202 - LOS ANGELES ENGINEERING INC	\$ 848,235.05	Construct/Arnold Cypress Park Rehab 3/25	16-3/25	\$ 848,235.05
67775	933 - LSA ASSOCIATES, INC	\$ 2,296.07	Consult/Mitigated Negative Declaration/Business Park 3/25	198550	\$ 2,296.07
67776	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII	\$ 2,833.37	PD PACE Shirts(150) 2/6	106206	\$ 969.75
			Shirts/Players(118)/Coaches(20)/Youth Volleyball 1/29	106246	\$ 1,009.16
			Shirts/players(120)/Coaches(17)/Youth Basketball 3/31	107274	\$ 854.46

**City of Cypress
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67777	110492 - MCBAIN, MICHAEL	\$ 57.00	Meals & Parking/Lifesavers Conference 3/9-3/11	Reimb 4/25/25	\$ 57.00
67778	2172 - MCCORMACK, JULIA	\$ 24.00	Meals/Advanced Roadside Impaired Driving Enforcement 3/3-3/4	Reimb 4/25/25	\$ 24.00
67779	200 - MELLANA, THOMAS	\$ 24.00	Meals/Critical Incident Response 4/8-4/9	Reimb 4/25/25	\$ 24.00
67780	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	\$ 12,873.75	Design/Arnold Cypress Park Rehab 1/25 Design/Arnold Cypress Park Rehab 2/25	0090193 0090398	\$ 8,043.75 \$ 4,830.00
67781	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	\$ 126.26	Wiper Blades(10)/Seat Cover(1)/Misc 4/3	481581	\$ 126.26
67782	103425 - NATIONWIDE-VETERINARY PET INSURANCE	\$ 1,381.02	PD Pet Insurance/Bono 6/3/25-6/2/26	C-2590642 25-26	\$ 1,381.02
67783	108944 - OFFICE DEPOT	\$ 232.65	Supplies/Citywide 3/25	4/25/25	\$ 232.65
67784	1285 - OHD LLLP-OCCUPATIONAL HEALTH DYNAMICS	\$ 960.00	PD Svc/Calibrate/Gas Mask Fitting Machine 4/8	102797	\$ 960.00
67785	465 - PATOPOFF, CHRIS	\$ 12.00	Meals/Mental Health Decision Making 2/13	Reimb 4/25/25	\$ 12.00
67786	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	\$ 995.14	Svc/Car Wash/PD(32)/PW(1) 2/25 Svc/Car Wash/PD(50)/Rec(2)/PW(2) 1/25	2179 2178	\$ 376.68 \$ 618.46
67787	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 3,850.00	Postage/City & Recreation Newsletter 6/25	6/25	\$ 3,850.00
67788	2594 - PREMIER CHRYSLER JEEP DODGE RAM OF BUENA PARK	\$ 1,019.19	Liftgate Handle Inserts(5) 2/13 Tires(2)/Tire Sensors(2) 12/23	104420 103866	\$ 229.51 \$ 789.68
67789	109069 - PROFORCE LAW ENFORCEMENT	\$ 255.76	PD Rifle Scope Bases(2)/Bipods(2)/SWAT 4/14	571653	\$ 255.76
67790	2233 - REYES, BRIANNA	\$ 48.00	Meals/Advanced Roadside Driver 3/3-3/4 Meals/Critical Incident Response 4/8-4/9	Reimb 4/25/25 Reimb(A) 4/25/25	\$ 24.00 \$ 24.00
67791	2415 - RITE-WAY ROOF CORPORATION	\$ 154,537.17	Construct/Roof Recoating/City Hall & PD 3/25	393-2	\$ 154,537.17
67792	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	\$ 3,808.75	Consult/Affordable Housing/Citrus Square 3/25 Svc/Affordable Housing Compliance Monitoring 3/25	13242 13243	\$ 1,490.00 \$ 2,318.75
67793	129917 - RUTAN & TUCKER	\$ 182.50	Litigation Svc/Public Records Act/Fortis 3/25	1024126	\$ 182.50
67794	2031 - SDI PRESENCE LLC	\$ 2,284.50	W/C Svc/Cloud Backup 3/25 W/C Svc/Monitor IT/CAD System 3/25 W/C Svc/Security Software 3/25	19006 18788 18988	\$ 792.00 \$ 1,417.50 \$ 75.00
67795	34 - SECRETARY OF STATE	\$ 20.00	Fee/Non-Profit Stmt of Info/Rec & Comm Svcs Foundation 2025-2027	2025-2027	\$ 20.00
67796	130328 - SHOETERIA	\$ 100.00	Safety Shoes(1)/DFlores 4/25	0083469IN	\$ 100.00
67797	165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG	\$ 855.10	Graffiti Remover(12 Cans)/Disposable Gloves(2K)/Misc 2/5	9016	\$ 855.10
67798	119051 - SMART & FINAL (REC & PARKS)	\$ 54.90	Food/Playground/Kids Night Out 3/20 Supplies/Playground/Kids Night Out 3/20	20003501 3/20/25 20003602 3/20/25	\$ 49.53 \$ 5.37

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67799	108459 - SMART & FINAL-POLICE ACCT	\$ 387.15	PD Bottled Water(128)/Badge Pinning Event	008001 3/13/25	\$ 32.38
			PD Bottled Water(64)/Emergency Operations Center Workshop 3/11	014101 3/11/25	\$ 16.19
			PD Supplies/Breakroom 3/13	004001 3/13/25	\$ 177.54
			PD Supplies/Breakroom 3/28	023301 3/28/25	\$ 103.43
			PD Supplies/Breakroom 3/3	019701 3/3/25	\$ 57.61
67800	119016 - SO CAL EDISON	\$ 102,043.44	700351486618 Svc/Willow Park 3/25	3/25(C)	\$ 267.53
			700370018870 - Svc/Traffic Signal 3/25	3/25(F)	\$ 98.06
			700428641933 Svc/Mackay Park 3/25	3/25(E)	\$ 51.27
			700564248438 Svc/Traffic Signals 3/25	3/25(B)	\$ 2,663.82
			700710877173 - Svc/Lexington Park 4/25	4/25	\$ 3,045.09
			700921885822 - Svc/Arnold Cypress Park 3/25	3/25(D)	\$ 501.86
			Svc/Citywide 2/11-3/12	2/11/25-3/12/25	\$ 95,415.81
67801	119017 - SO CAL GAS CO	\$ 22.97	08131074000 Svc/Storm Drain 4/25	4/25	\$ 22.97
67802	1591 - SOUTHERN CALIFORNIA NEWS GROUP	\$ 1,006.22	Pub Notice/Bids/Concrete Rehab/Project #414	0011723228	\$ 1,006.22
67803	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 65.00	PD Svc/Shredding 4/7	279262	\$ 65.00
67804	125888 - SPARKLETTES	\$ 177.10	Comm Center Bottled Water 3/25	4104724 3/25	\$ 39.91
			PD Bottled Water 3/25	4104648 3/25	\$ 128.71
			Print Shop Bottled Water 3/25	4105217 3/25	\$ 8.48
67805	116238 - STAPLES BUSINESS ADVANTAGE	\$ 845.29	Supplies/Citywide 3/25	4/25/25	\$ 845.29
67806	122963 - STERICYCLE INC	\$ 47.78	PD Med Waste Removal 4/25	8010293998	\$ 47.78
67807	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00	PD Svc/Employee Counseling 4/25	INV104070	\$ 1,000.00
67808	2591 - TOWNSEND PUBLIC AFFAIRS, INC	\$ 20,000.00	Svc/Grant Writing/Myra Ave Pump Station #1	23271	\$ 20,000.00
67809	111260 - TRACKER PRODUCTS	\$ 3,219.35	PD Software Maint/Bar Code System 3/21/25-7/20/25	TPINV-004777	\$ 3,219.35
67810	1399 - TRUE NORTH RESEARCH, INC	\$ 32,788.00	Svc/2025 Community Satisfaction Survey	3068	\$ 32,788.00
67811	1139 - UNIFIRST CORP	\$ 127.42	Uniform/Towels 1/25	1/25(A)	\$ 28.31
			Uniform/Towels 10/24	10/24(A)	\$ 28.49
			Uniform/Towels 11/24	11/24(A)	\$ 28.91
			Uniform/Towels 12/24	12/24(A)	\$ 41.71
67812	1997 - VACCARO, FRANK WEST COAST OFFICIALS	\$ 1,188.00	Officials(18 Games)/Youth Basketball 5/8-5/19	1903	\$ 1,188.00
67813	2393 - VERSATERM PUBLIC SAFETY US, INC - CI TECHNOLOGY	\$ 1,626.87	PD Software Maint/Blue Team 2/10/25-2/9/26	INV41-00323	\$ 1,626.87
67814	2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC	\$ 3,533.84	Off-Site Records Storage/Retrieval 10/24	4509238	\$ 463.89
			Off-Site Records Storage/Retrieval 11/24	458897	\$ 737.22
			Off-Site Records Storage/Retrieval 12/24	4624977	\$ 635.52
			Off-Site Records Storage/Retrieval 7/22	0181874	\$ 195.14
			Off-Site Records Storage/Retrieval 7/24	4341882	\$ 500.69
			Off-Site Records Storage/Retrieval 8/24	4381383	\$ 463.89
			Off-Site Records Storage/Retrieval 9/24	4423393	\$ 537.49

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67815	112149 - WESTERN EXTERMINATOR COMPANY	\$ 402.50	Svc/Pest Control/Citywide 3/25	534004C	\$ 402.50
67816	1962 - WEX HEALTH INC	\$ 90.00	Admin Fee/FSA 3/25	0002136788IN	\$ 90.00
67817	1974 - YUNEX LLC	\$ 14,714.57	Repair/Traffic Signals 3/25	5610004945	\$ 9,489.47
			Traffic Signal Maint 3/25	90004145	\$ 5,225.10
67818	0 - AGENA, JANIS UEHARA	\$ 300.00	Refund/Facility Deposit/Contract #10129	Rfd 4/25/25	\$ 300.00
67819	0 - BRUN, STEVEN	\$ 74.00	Refund/Pee Wee Baseball 4/8-5/13	Rfd 4/25/25	\$ 74.00
67820	0 - FRIENDS OF CYPRESS CULTURAL ARTS	\$ 300.00	Refund/Facility Deposit/Contract #9007	2025-00003851	\$ 300.00
67821	0 - GIL, VICTOR	\$ 120.00	Refund/Facility Deposit/Contract #9922	Rfd 4/25/25	\$ 120.00
67822	0 - IM, MICHAEL	\$ 300.00	Refund/Facility Deposit/Contract #10046	Rfd 4/25/25	\$ 300.00
67823	0 - NIUTUPUIVAHA, TEVITA	\$ 121.20	Refund/Ballet, Jazz & Tap 4/2-6/4	Rfd 4/25/25	\$ 121.20
67824	0 - PARK, SAE YOUNG	\$ 44.50	Refund/Pickleball 3/12	Rfd 4/25/25	\$ 44.50
67825	0 - VELASCO, ARELI	\$ 300.00	Refund/Facility Deposit/Contract #10157	Rfd 4/25/25	\$ 300.00
67826	0 - VENUGOPAL, PREETHIKA	\$ 300.00	Refund/Facility Deposit/Contract #10068	Rfd 4/25/25	\$ 300.00
67827	367 - FRIENDS OF CYPRESS RECREATION & PARKS	\$ 300.00	Refund/Facility Deposit/Contract #7633	Rfd 7/5/24	\$ 300.00
67828	639 - 10-8 RETROFIT, INC	\$ 745.81	Repair/Cargo Box/Unit #623	21187	\$ 745.81
67829	1346 - A1 TEST ONLY & SMOG	\$ 160.00	Svc/Smog Test/Unit #102	1374722 4/22/25	\$ 40.00
			Svc/Smog Test/Unit #103	1374723 4/23/25	\$ 40.00
			Svc/Smog Test/Unit #643	1366426 4/14/25	\$ 40.00
			Svc/Smog Test/Unit #673	1541637 4/24/25	\$ 40.00
67830	290 - AC EXCHANGE AUTO	\$ 295.95	Repair/Air Conditioner/Unit #616	053791	\$ 295.95
67831	270 - AITHAL, DARSHINI	\$ 843.05	Instruct/Chair Yoga 4/1-4/29	4/29/25	\$ 427.70
			Instruct/Flow Yoga 4/7-4/28	4/28/25	\$ 193.05
			Instruct/Watercolor 1/11-2/1	2/1/25	\$ 76.70
			Instruct/Yoga 4/2-4/23	4/23/25	\$ 145.60

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67832	100723 - ALESHIRE & WYNDER, LLP	\$ 15,780.50	Legal Svc/CA Aware 3/25	94788	\$ 61.40
			Legal Svc/Code Enforcement 3/25	94785	\$ 110.20
			Legal Svc/Engineering 3/25	94781	\$ 2,639.00
			Legal Svc/Finance 3/25	94782	\$ 192.50
			Legal Svc/General Admin 3/25	94777	\$ 2,502.50
			Legal Svc/Housing 3/25	94786	\$ 798.20
			Legal Svc/HR 3/25	94779	\$ 614.00
			Legal Svc/Marquez 3/25	94791	\$ 1,979.50
			Legal Svc/Planning 3/25	94780	\$ 385.00
			Legal Svc/Police 3/25	94784	\$ 2,832.50
			Legal Svc/Recreation 3/25	94783	\$ 137.50
			Legal Svc/Refuse 3/25	94787	\$ 61.40
			Litigation Svc/General Admin 3/25	94778	\$ 312.00
			Litigation Svc/lhrig 3/25	94790	\$ 3,147.30
			Litigation Svc/Youngsma 3/25	94789	\$ 7.50
67833	101004 - ALL AMERICAN ASPHALT CORP	\$ 373.46	Asphalt(4.05 Tons) 2/19	1211618	\$ 373.46
67834	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 16,306.80	Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 3/30-4/12	100480(A)	\$ 772.20
			Crossing Guard Svcs(603.52 Hrs) 3/30-4/12	100480	\$ 15,534.60
67835	2507 - AMPERAGE SECURITY INC	\$ 582.64	Svc/Update Access Control Security System 3/27	1107	\$ 500.00
			Wireless Transmitters(2)/Security System 3/28	1110	\$ 82.64
67836	2332 - ARCHAMBAULT INVESTIGATIONS & POLYGRAPH	\$ 750.00	PD Svc/Polygraphs(3) 3/25	2025-002	\$ 750.00
67837	110860 - AT&T	\$ 1,320.99	W/C Svc/Priority Radio Line 4/25	000023412327	\$ 1,320.99
67838	110860 - AT&T	\$ 3,418.25	Cell Svc/Maint 4/25	4/25(C)	\$ 54.80
			Cell Svc/PD 4/25	4/25(G)	\$ 1,115.52
			PD CIB Callyo Body Wire 4/25	4/25(F)	\$ 62.03
			PD Svc/Mobile Data 4/25	4/25(H)	\$ 1,995.75
			Svc/Engineering Mobile Hotspots 4/25	4/25(E)	\$ 80.48
			Svc/Planning iPads 4/25	4/25(B)	\$ 66.44
			Wireless Svc/Sewer Truck & Myra Pump Station #2 4/25	4/25(D)	\$ 43.23
67839	110860 - AT&T	\$ 4.43	2481347232-Admin Phone Svc 5/25	5/25	\$ 4.43
67840	110860 - AT&T	\$ 31.85	9391033696-PD Phone Svc 4/25	4/25(I)	\$ 31.85
67841	110860 - AT&T	\$ 1.79	East Wing Fax Line 4/25	4/25(A)	\$ 1.79
67842	1444 - AXON ENTERPRISE, INC	\$ 6,786.00	Svc/Taser Instructor Course(7) 4/2	INUS338910	\$ 6,786.00
67843	109327 - BEE REMOVERS - HONEYCOTT, INC	\$ 235.00	Svc/Bee Removal 4/11	603197	\$ 235.00
67844	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 9,708.65	Insurance/Dental & Vision/City & Dist 5/25	B0HZN4	\$ 8,776.65
			Insurance/Dental & Vision/West Comm 5/25	B0HZZW	\$ 932.00
67845	2074 - BMX FREESTYLE TEAM, LLC	\$ 2,609.00	Perform/BMX Freestyle Show/PD Open House 5/17	1673	\$ 2,609.00
67846	705 - BOA ARCHITECTURE	\$ 17,422.50	Design/Restroom Remodel/Veterans Park 9/17-2/13	24-3127-1	\$ 17,422.50

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67847	2205 - BP FORD OF LONG BEACH	\$ 4,626.67	Motor & Fan(1)/Exhaust Sensors(2)/Misc 4/17 Replace/Catalytic Converters(2)/Unit #640 Replace/Wheel Bearing/Unit #612	223326FOW FOCB723125 223688FOW	\$ 653.38 \$ 3,726.65 \$ 246.64
67848	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	\$ 32,166.19	Replace/Backflow/Lexington Park 4/29 Svc/Fertilization/Lexington Park 4/25 Svc/Landscape/Berm 4/25 Svc/Landscape/Lexington Park 4/25	9349543 9348422(A) 9305534 9348422	\$ 21,955.45 \$ 298.98 \$ 3,080.00 \$ 6,831.76
67849	866 - C3 OFFICE SOLUTIONS	\$ 9.52	W/C Copier Svc/Supplies 4/3-5/2	INV198573	\$ 9.52
67850	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	\$ 10,192.00	Svc/Restroom & Tennis Court Lockup 1/25 Svc/Restroom & Tennis Court Lockup 10/24 Svc/Restroom & Tennis Court Lockup 11/24 Svc/Restroom & Tennis Court Lockup 12/24 Svc/Restroom & Tennis Court Lockup 2/25 Svc/Restroom & Tennis Court Lockup 3/25	3604-170 3604-167 3604-168 3604-169 3604-171 3604-172	\$ 1,736.00 \$ 1,736.00 \$ 1,680.00 \$ 1,736.00 \$ 1,568.00 \$ 1,736.00
67851	111882 - CALIFORNIA YELLOW CAB CORP	\$ 6,195.00	Sr Center/Nutrition Program 3/25 Taxi Vouchers/Sr Center 3/25	3503025 3501025	\$ 1,335.00 \$ 4,860.00
67852	2118 - CASC ENGINEERING AND CONSULTING, INC	\$ 6,697.75	Consult/Modernization & Integration/Business Park 3/25	0053179	\$ 6,697.75
67853	123012 - CHARLES ABBOTT ASSOCIATES	\$ 146,129.44	Building Inspection and Plan Check Services 1/25 Building Inspection and Plan Check Services 2/25 Svc/Fats, Oil & Grease/NPDES Inspections 1/25 Svc/Fats, Oil & Grease/NPDES Inspections 11/24 Svc/National Pollutant Discharge Elimination/Program Mgmt 3/25	68532 68655 68495 68243 68725	\$ 50,107.62 \$ 68,844.32 \$ 4,680.00 \$ 7,222.50 \$ 15,275.00
67854	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 1,295.17	W/C CAD/RMS Ethernet Connection 5/5-6/4	187630201050125	\$ 1,295.17
67855	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 563.75	W/C Svc/Internet 4/25	218496501050125	\$ 563.75
67856	2601 - CITY OF HAWAIIAN GARDENS	\$ 30,000.00	Reimb/Lincoln Ave Improvements/Joint Project	847	\$ 30,000.00
67857	2381 - CITYGREEN CONSULTING, LLC	\$ 18,318.75	Consult/Solid Waste Program 2/25 Consult/Solid Waste Program 3/25	1383-24-10 1383-24-11	\$ 9,193.75 \$ 9,125.00
67858	1617 - CONTROL AIR ENTERPRISES LLC	\$ 1,296.45	Repair/Air Conditioner Fan/Sr Center 1/25 Replace/Circuit Fuse/Sr Center 1/22	3095473 3095358	\$ 653.66 \$ 642.79
67859	122946 - COUNTRY GARDEN CATERERS	\$ 999.65	Svc/Cater/Commissioner Appreciation Reception 4/24	7750	\$ 999.65
67860	1296 - EDCO CNG	\$ 1,685.58	Natural Gas(492.86 Gls)/Sweepers(2) 4/1-4/15	04172025-6	\$ 1,685.58
67861	104530 - EXPERIAN	\$ 100.00	PD Credit Reports 4/25	6000062797	\$ 100.00
67862	2461 - FCG CONSULTANTS INC	\$ 78,471.62	Inspect/Residential Street Rehab 3/25 Inspect/Roof Recoating/PD & City Hall 3/25 Inspect/Various Non-CIP Engineering Permits 3/25 Inspect/Various Non-CIP Engineering Permits 8/24	1135-1009H 1135-1009G 1135-1009C 1135-1002C	\$ 34,393.69 \$ 9,442.61 \$ 11,943.20 \$ 22,692.12

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67863	798 - FORENSIC NURSE SPECIALISTS, INC	\$ 2,100.00	PD Assault Exam(1)/DR #24-03009 12/8 PD Assault Exam(1)/DR #25-00626 3/22	6105 6214	\$ 1,500.00 \$ 600.00
67864	1115 - FRONTIER	\$ 3,291.80	7148996947 - Phone Svc/Sewers 5/25 W/C Phone Svc/5624931036 5/25 W/C Phone Svc/5627955413 5/25	5/25(A) 5/25 5/25(B)	\$ 76.67 \$ 107.23 \$ 3,107.90
67865	889 - FULL SAIL ENTERPRISES, INC	\$ 150.85	Decal Sets(4)/PW Vehicles 5/25	126-2502	\$ 150.85
67866	1936 - GOGOV, INC	\$ 9,648.00	Software Maint/Code Enforcement Mgmt 5/1/24-4/30/26	25-136	\$ 9,648.00
67867	119018 - GOLDEN STATE WATER COMPANY	\$ 5,620.28	Svc/Parkway Maint 4/25 Svc/Storm Drain 4/25	4/25(D) 4/25(C)	\$ 5,157.29 \$ 462.99
67868	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	\$ 743.65	Svc/Video Stream/Council Meetings 5/25	203370	\$ 743.65
67869	1018 - GREEN HALO SYSTEMS INC-WASTETRACKING.COM	\$ 688.00	Svc/Waste Tracking System 3/25 Svc/Waste Tracking System 4/25	5546 5610	\$ 344.00 \$ 344.00
67870	2283 - GREENFIELD LANDSCAPING & MAINT INC	\$ 99,860.00	Install/Mulch(100 Tons)/Right-of-Way 1/25 Install/Mulch(100 Tons)/Right-of-Way 3/25 Install/Mulch(100 Tons)/Right-of-Way 4/25 Install/Mulch(100 Tons)/Right-of-Way 6/24 Svc/Landscape/Right-of-Way 1/25 Svc/Landscape/Right-of-Way 3/25 Svc/Landscape/Right-of-Way 4/25 Svc/Landscape/Right-of-Way 6/24	L4102(A) L4169(A) L4207(A) L3730(A) L4102 L4169 L4207 L3730	\$ 7,203.00 \$ 7,203.00 \$ 7,203.00 \$ 7,203.00 \$ 17,762.00 \$ 17,762.00 \$ 17,762.00 \$ 17,762.00
67871	1464 - HANLEY CHESS ACADEMY	\$ 624.00	Instruct/Chess 3/25-4/22	4/22/25	\$ 624.00
67872	1505 - HARBOR PARTY RENTALS, INC	\$ 973.45	Rent/Canopies(15)/PD Open House 5/16-5/19	41450	\$ 973.45
67873	2580 - HELM, AMY DEBOOM JUMP ACTION	\$ 900.00	Rent/Obstacle Courses(2)/Arnold Cypress Park Grand Opening 5/9	5925	\$ 900.00
67874	103024 - JHM & CARSON SUPPLY	\$ 4,043.46	Battery Controller(1)/Irrigation Cable(1K Ft)/Misc 2/26 Irrigation Valves(2)/Cement(32 Oz)/Hose(100 Ft)/Misc 2/17 Irrigation Valves(7)/Controllers(3)/Connectors(25) 2/28 Solenoids(15)/Batteries(16)/Misc 2/4 Solenoids(8)/Battery Controller(1)/Misc 3/4 Valve Box Lid(1)/Shovel(1)/Misc 3/18	102633/3 102401/3 102698/3 102203/3 102751/3 102927/3	\$ 953.87 \$ 829.79 \$ 999.98 \$ 528.37 \$ 604.02 \$ 127.43
67875	2485 - KAISER PRECISION LLC	\$ 3,330.56	PD Munitions Pole(1)/SWAT 4/16	CYPRESS-2	\$ 3,330.56
67876	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 438.97	Specialty Paper(12 Rms) 4/23	11909039	\$ 438.97
67877	2417 - KIDZ TALENT ACADEMY LLC ANIYAH WILLIAMS	\$ 1,278.55	Instruct/Gymnastics & Tumbling 3/24-4/17	4/17/25	\$ 1,278.55
67878	1779 - LINSOTT LAW & GREENSPAN ENGINEERS LG2WB	\$ 2,428.00	Svc/Traffic Study/LART Development 3/25	14394-00165	\$ 2,428.00
67879	2398 - LM INVESTIGATIONS LLC LISA MATTEROLI	\$ 5,250.00	PD Svc/Background Checks(3) 4/25	2025-0001	\$ 5,250.00
67880	130198 - LOS ANGELES TRUCK CENTERS, LLC-LA FREIGHTLINER	\$ 277.03	Sweeper Steering Column Covers(3)/Foot Pedal(1)/Misc 3/25	XA211323821:01	\$ 277.03

**City of Cypress
Payment Register
04/12/25 - 05/09/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
67881	933 - LSA ASSOCIATES, INC	\$ 21,576.25	Svc/Environmental Impact Report/Tentative Tract/LART 3/25	198713	\$ 21,576.25
67882	111271 - MAR-CO EQUIPMENT CO	\$ 786.85	Sweeper Hydraulic Filter(1)/Flange Yoke(1)/Misc 3/5 Sweeper Starter(1)/Bolts Starters(2) 3/25	207239 207652	\$ 373.52 \$ 413.33
67883	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	\$ 5,097.50	Design/Arnold Cypress Park Rehab 3/25	0091037	\$ 5,097.50
67884	109269 - MILES, HILDA	\$ 1,014.00	Instruct/Hula Dance 3/25-4/24	4/24/25	\$ 1,014.00
67885	80 - MORRIS, LETICIA	\$ 222.30	Instruct/Zumba 4/5-4/26	4/26/25	\$ 222.30
67886	672 - O'REILLY AUTO PARTS	\$ 303.87	Credit/Vehicle Starter(1) 3/24 Door Stopper(1) 4/17 Replace/Trailer Jack/Unit #699 Tow Pin Adapter(1)/Oil Filters(6)/Misc 4/11 Vehicle Starter(1) 3/24	3078-147796 3078-153332 3078-154574 3078-151845 3078-147645	\$ (159.35) \$ 58.26 \$ 162.01 \$ 83.60 \$ 159.35
67887	1124 - OC CUSTOM VINYL GRAPHICS & SIGNS INC	\$ 128.22	Svc/Update Banners(7)/PD Open House 4/14	1311825	\$ 128.22
67888	108944 - OFFICE DEPOT	\$ 250.83	Supplies/Citywide 4/25	5/9/25	\$ 250.83
67889	659 - ORANGE COAST PETROLEUM EQUIPMENT	\$ 617.77	Repair/Oil Pump/Maint Yard Garage 1/27	0284570IN	\$ 617.77
67890	295 - ORANGE COUNTY CLERK-RECORDER	\$ 50.00	Fee/Notice of Determination/Cypress Bus Park Modernization #2	5/9/25	\$ 50.00
67891	194 - PAUL, BROCK	\$ 1,320.00	Tuition/Forensic Science/Winter 2024-25	Tuit 5/9/25	\$ 1,320.00
67892	492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH	\$ 320.72	Svc/Car Wash/PD(28) 3/25	2180	\$ 320.72
67893	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 1,776.78	Instruct/Pickleball 2/16-4/2	4/2/25	\$ 1,776.78
67894	2236 - PROACTIVE WORK HEALTH SERVICES	\$ 264.00	Pre-Place Physical(1)/Dist 3/25	022449	\$ 264.00
67895	2218 - READWRITE EDUCATIONAL SOLUTIONS INC	\$ 565.50	Instruct/Reading & Math Development 2/3-2/26 Instruct/Reading & Math Development 4/2-4/21	2/26/25 4/21/25	\$ 339.30 \$ 226.20
67896	1367 - ROBERTSON INDUSTRIES INC	\$ 30,655.00	Svc/Playground Surface Sealing & Repairs/Cedar Glen Park 4/11 Svc/Playground Surface Sealing & Repairs/Eucalyptus Park 4/7	PJI-016979 PJI-016980	\$ 23,135.00 \$ 7,520.00
67897	109096 - S.C. SIGNS & SUPPLIES, LLC	\$ 761.04	Street Signs(27)/Rivets(200) 11/20	253992	\$ 761.04
67898	106893 - SAFESHRED	\$ 40.00	W/C Svc/Shredding 4/8	360576	\$ 40.00
67899	608 - SAIDICO DIRECT, INC GOLDENWEST LAWNMOWERS	\$ 35.88	Mowing Head(1) 4/28	365199	\$ 35.88
67900	119051 - SMART & FINAL (REC & PARKS)	\$ 223.19	Food/Playground/Kids Night Out 4/17 Food/Spring Egg Hunt 4/16 Food/Teens Night Out 4/9 Supplies/Commissioner Appreciation Reception 4/24 Supplies/Friends of Cypress Cultural Arts Reception 4/14 Supplies/Teens Night Out 4/9	20021101 4/17/25 20032402 4/16/25 20018501 4/9/25 20016901 4/24/25 20037103 4/14/25 20018401 4/9/25	\$ 18.87 \$ 99.74 \$ 21.98 \$ 5.42 \$ 31.92 \$ 45.26
67901	119016 - SO CAL EDISON	\$ 31.04	700134894611 - Svc/Traffic Signal 4/25	4/25(A)	\$ 31.04

**City of Cypress
Payment Register
04/12/25 - 05/09/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
67902	119017 - SO CAL GAS CO	\$ 2,083.92			
			00840909006 Svc/Comm Center 4/25	4/25(E)	\$ 572.50
			12600890003 Svc/Maint Yard 4/25	4/25(D)	\$ 142.82
			13230923008 Svc/Storm Drain 4/25	4/25(C)	\$ 20.73
			14011061398 Svc/Storm Drain 4/25	4/25(G)	\$ 30.75
			16111070716 Svc/Storm Drain 4/25	4/25(F)	\$ 32.88
			18690942000 Svc/Sr Center 4/25	4/25(B)	\$ 337.76
			19530910009 Svc/City Hall 4/25	4/25(A)	\$ 946.48
67903	109312 - SONIC SOUNDS - VAZQUEZ, GONZALO	\$ 400.00	Svc/DJ/Sr Center Luncheon 5/9	2025-007	\$ 400.00
67904	109312 - SONIC SOUNDS - VAZQUEZ, GONZALO	\$ 400.00	Svc/DJ/PD Open House 5/17	2025-03	\$ 400.00
67905	125888 - SPARKLETTTS	\$ 93.29	Maint Bottled Water 3/25	4106666 3/25	\$ 75.83
			Sr Center Bottled Water 3/25	4104716 3/25	\$ 17.46
67906	116238 - STAPLES BUSINESS ADVANTAGE	\$ 296.34	Supplies/Citywide 4/25	5/9/25	\$ 296.34
67907	119024 - STATE COMP INSURANCE FUND	\$ 2,089.50	W/C Workers Comp Insurance 4/30-5/30	1002745896	\$ 2,089.50
67908	122862 - STEVEN ENTERPRISES INC	\$ 127.89	Plotter Paper(600 Ft)/Sr Center 4/21	59372	\$ 127.89
67909	2241 - THE EMBLEM AUTHORITY EMBLEMS INC	\$ 331.00	PD Uniform Shoulder Patches(100) 4/21	48545	\$ 331.00
67910	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	\$ 750.00	Svc/Hydro Jet Sewer Line/Oak Knoll Park 4/18	67259	\$ 750.00
67911	2070 - TWIST AND SHOUT EVENTS, INC	\$ 515.00	Svc/Balloon Twisting/PD Open House 5/17	462710618946489	\$ 515.00
67912	2070 - TWIST AND SHOUT EVENTS, INC	\$ 875.00	Svc/Air Brush & Balloon Artist/Arnold Cypress Park Opening 5/9	462710618946570	\$ 875.00
67913	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 152.45	Svc/DigAlert Tickets 4/25	420250233	\$ 152.45
67914	1139 - UNIFIRST CORP	\$ 830.21	Uniforms/Mats/Towels 3/25	3/25	\$ 830.21
67915	100308 - UNITED MAINTENANCE SYSTEMS	\$ 22,825.00	Svc/Custodial/City Facilities 4/25	15993	\$ 6,925.00
			Svc/Custodial/Park Facilities 4/25	15995	\$ 8,650.00
			Svc/Custodial/Park Restroom(1)/Lexington Park 4/25	15994(A)	\$ 1,250.00
			Svc/Custodial/Park Restrooms(5) 4/25	15994	\$ 6,000.00
67916	129595 - VERIZON WIRELESS - CA	\$ 61.95	Cell Svc/Rec 4/25	4/25	\$ 61.95
67917	1992 - VOORHEES, RONDA	\$ 750.75	Instruct/Piano 3/31-4/28	4/28/25	\$ 750.75
67918	1993 - WATANABE , BRYCE I	\$ 1,964.30	Instruct/Karate 3/24-4/23	4/23/25	\$ 1,964.30
67919	2491 - WELLS FARGO FINANCIAL LEASING, INC	\$ 188.43	W/C Rental/Copier 5/6-6/5	1055847735	\$ 188.43
67920	2193 - WEST GROVE VOLLEYBALL, LLC	\$ 350.35	Instruct/Volleyball 3/30-4/27	4/27/25	\$ 350.35

**City of Cypress
Payment Register
04/12/25 - 05/09/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
67921	1974 - YUNEX LLC	\$ 27,409.44	Emerg Repair/Street Light Knock Down/Katella & Valley View 12/3	5610004168	\$ 933.44
			Repair/Street Lights 1/25	5610004387	\$ 1,060.35
			Repair/Street Lights 11/24	5610003823	\$ 924.72
			Repair/Street Lights 2/25	5610004705	\$ 12,336.15
			Repair/Street Lights 3/25	5610004946	\$ 5,459.97
			Repair/Street Lights 7/24	5610003071	\$ 4,627.07
			Repair/Street Lights 8/24	5610003242	\$ 1,288.49
			Svc/Street Light Survey 7/24-9/24	90003002	\$ 779.25
67922	2450 - Z3 SAFETY ACME WORKPLACE SAFETY	\$ 641.47	Supplies/AED Components/Maint Yard 4/21	INV9361	\$ 451.47
			Supplies/First Aid/Maint Yard 1/9	INV8881	\$ 95.00
			Supplies/First Aid/Maint Yard 11/7	INV8636	\$ 95.00
67923	0 - AGAPE DISCIPLE CHURCH	\$ 300.00	Refund/Facility Deposit/Contract #10203	Rfd 5/9/25	\$ 300.00
67924	0 - APODACO, DANIEL	\$ 300.00	Refund/Facility Deposit/Contract #10316	Rfd 5/9/25	\$ 300.00
67925	0 - CATALASAN, LEONARDO	\$ 300.00	Refund/Facility Deposit/Contract #8915	Rfd 5/9/25	\$ 300.00
67926	0 - HOYT ROOFS INC	\$ 500.00	Refund/Recycling Deposit/CDD-23-375/4357 Via Largo	Rfd 5/9/25	\$ 500.00
67927	0 - HOYT ROOFS INC	\$ 500.00	Refund/Recycling Deposit/CDD-24-27/9166 Gregory St	Rfd 5/9/25	\$ 500.00
67928	0 - HOYT ROOFS INC	\$ 500.00	Refund/Recycling Deposit/CDD-24-374/6317 Sombrero Ave	Rfd 5/9/25	\$ 500.00
67929	0 - SHAH, MONIKA	\$ 171.00	Refund/Lego Camp 7/21-7/25	Rfd 5/9/25	\$ 171.00
67750	115004 - COUNTY CLERK-RECORDER	\$ (2,968.75)	Fee/Notice of Determination/Cypress Business Park Modernization	4/28/25(A)	\$ (2,968.75)
67636	103197 - CALIFORNIA PARK & REC SOCIETY-CPRS	\$ (145.00)	Dues/CA Park & Rec Society/IK 5/1/25-4/30/26	Dues/IK 2025-26	\$ (145.00)
65588	367 - FRIENDS OF CYPRESS RECREATION & PARKS	\$ (300.00)	Refund/Facility Deposit/Contract #7633	Rfd 7/5/24	\$ (300.00)
Total EFTs		\$ 624,804.96			\$ 624,804.96
Total Warrants		\$ 2,341,321.11			2,341,321.11
Transfer to Payroll (W1554)		\$ 748,069.56	Payroll 03/28/25-04/11/25		748,069.56
Transfer to Payroll (W1555)		\$ 779,561.85	Payroll 04/11/25-04/25/25		779,561.85
Grand Totals		\$ 4,493,757.48			\$ 4,493,757.48



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

13.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 05/27/2025

SUBJECT: Discussion on the Fiscal Year 2025-26 Proposed Budget and Capital Improvement Program

RECOMMENDATION

Receive direction from the City Council on changes to the FY 2025-26 Proposed Budget and Capital Improvement Program scheduled for adoption on June 9, 2025.

DISCUSSION

Each May, the City Manager submits the Proposed Budget and CIP for the City and Recreation and Park District to the City Council. The first step in the Budget and CIP adoption process is a workshop that provides the City Council with the opportunity to ask questions about the Proposed Budget and CIP and provide direction prior to considering Budget adoption on June 9. The workshop may be followed by additional consideration of the Proposed Budget and CIP at the subsequent City Council meeting. The introduction workshop was held on May 12 and provided the City Council with the opportunity to ask questions about the Proposed Budget and CIP, and recommend any changes prior to considering both for adoption on June 9. The City Council did not direct any changes to the Proposed Budget or CIP at the workshop.

The FY 2025-26 Proposed Budget is balanced, maintains service levels, and incorporates the necessary funding for the first year of the Seven-Year Capital Improvement Plan. The Proposed Budget adheres to the City Council's Fiscal Strategies to ensure the City's fiscal health and advance the City Council's Strategic Plan. The City Manager's Budget Message is included with this report and provides a narrative overview of the factors and considerations included in the Proposed Budget. The message highlights significant factors impacting FY 2025-26 and identifies longer-term challenges facing the City and District.

Should the City Council desire to make changes to the Proposed Budget and/or CIP, those changes should be made by majority vote, following Robert's Rules of Order. Importantly, additions to the Proposed Budget must be cost-neutral, meaning additional ongoing expenditures must be paired with ongoing new revenues or ongoing savings/cuts. Additions to the CIP must identify a funding source and the specific project or projects to be

eliminated/deferred.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

FY 2025-26 Proposed Budget Message



CITY of CYPRESS

5275 Orange Avenue, Cypress, California 90630

Phone 714-229-6700

www.cypressca.org

May 12, 2025

Honorable Mayor and Members of the City Council:

I am pleased to present the City of Cypress' Fiscal Year (FY) 2025-26 Proposed Budget and Capital Improvement Program (CIP). It is a prudent, practical spending plan that serves the community well and advances Cypress' legacy of conservative and award-winning financial management.

The City's long-term financial position remains strong despite the uncertainty roiling markets and chaotic federal fiscal/economic policy. Recognizing the most likely short-term outcome of these conditions is upward pressure on costs and downward pressure on growth, the Proposed Budget presents a cautious, status quo approach while the Five-Year Forecast projects a structural deficit that limits options to absorb cost increases or enhance service levels.

It is important to note that the deficits projected in the Five-Year Forecast are driven by both economic conditions and the City's annual \$1.55 million contribution of current year General Fund operating revenue to infrastructure projects. Historically, City Councils have made this important annual investment in Cypress' high-quality infrastructure and public facilities recognizing that infrastructure is a service the City provides to the community. Like any other City department or function, the City Council's commitment to infrastructure as a service is funded with revenues that would otherwise be available for operations and budget balancing.

The \$1.55 million infrastructure investment of current year General Fund revenues has not grown since it began approximately 30 years ago. If it had been indexed to Consumer Price Index increases, it would be about \$3.25 million in 2025, and if it had grown at the same rate as construction costs, it would be well above \$5 million. To account for construction costs increases of as much as 40% since 2020, the Proposed Budget includes a Decision Package recommending the annual, ongoing contribution of current year General Fund revenue to infrastructure investment increase from \$1.55 million to \$1.8 million. The recommendation underscores the City's commitment to infrastructure as a service but only restores a fraction of the investment's purchasing power.

The City has projected similar small deficits for the past several years that, fortunately, have proven to be *on paper only* and resolved when revenues exceeded sensible projections and/or some planned spending did not occur. Nonetheless, Cypress' long-term financial future must remain a top consideration for the City Council. This is

especially true if Cypress is to remain one of the few established cities in southern California that have not increased the local sales tax rate nor assess a utility user tax.

Our industry-leading financial management practices are a justifiable source of community pride. Cypress is the only city to be recognized twice by former State Senator (and Certified Public Accountant) John Moorlach for having the strongest unrestricted net (fiscal) position among Orange County cities. The City also continues to earn recognition from the Government Finance Officers Association for its Budget and Annual Comprehensive Financial Report and our online, resident-friendly Budget presentation reflects the City's commitment to transparency.

BUDGET OVERVIEW

The combined Operating and Capital Budgets are \$80.6 million, an increase of 41.5% from FY 2024-25, and are balanced.

The Operating Budget (all Funds) represents \$44.6 million (55%) of the Budget, while capital improvement investments total \$35.3 million (44%) and capital outlay makes up \$0.7 million (1%) of expenditures.

The City is largely a service provider and over two-thirds of the Operating Budget are personnel costs, with the majority of that in the Police department.

Projected FY 2025-26 revenues are \$54.5 million, which is nearly a two percent increase from FY 2024-25. While General Fund revenues exceed operating expenditures, the use of accumulated reserves to support capital investments balances the Budget. Overall, the \$26.1 million fund balance decline for all City funds is largely the result of the use of accumulated moneys for capital improvement program investments (including a \$27 million storm drain pump station replacement project).

<i>Budget Summary (Millions)</i>	<i>Operating Budget</i>	<i>Capital Budget</i>	<i>Total</i>
Revenues	\$ 47.4	\$ 7.1	\$ 54.5
Expenditures	(44.6)	(36.0)	(80.6)
Other Sources	-	2.0	2.0
Transfer for Capital	(3.1)	3.1	-
Surplus/(Deficit)	\$ (0.3)	\$ (23.8)	\$ (24.1)

Key assumptions used to develop the Budget include:

- Reflects established City Council priorities and Fiscal Strategies
- Sales tax revenue declines are based on recent trends and estimates provided by our sales tax consultants
- \$457,500 of one-time General Fund set-asides fund one-time projects/programs

- Current service levels are maintained
- Required CalPERS pension liability payments increase \$794,000
- City Council established reserves are maintained
- \$2.35 million of General Fund resources are contributed for current year capital projects
- Negotiated and anticipated employee salary and benefit increases are incorporated

General Fund Overview

The General Fund, the City's largest fund and the one over which the City Council has the most discretion, is balanced with a modest projected decrease in total reserves.

<i>General Fund Budget Summary (Millions)</i>	<i>2025-26 Proposed</i>
Revenues	\$ 43.0
Transfers In	1.0
Expenditures	(41.3)
Capital Projects	(2.5)
Transfers Out	(0.5)
Decrease to Fund Balance	\$ (0.3)

General Fund Revenues

FY 2025-26 General Fund revenues are projected to increase \$1,005,157 (2.4%) from the prior year and do not include any tax increases.

<i>Revenue Category</i>	<i>2024-25 Adopted</i>	<i>2024-25 Estimated</i>	<i>2025-26 Proposed</i>	<i>% Change</i>
Property Taxes	\$13,984,000	\$14,437,928	\$ 14,794,000	5.8%
Sales Tax	12,941,000	12,705,000	12,605,000	-2.6%
Transient Occupancy Tax	3,125,000	3,300,000	3,325,000	6.4%
Franchise Tax	2,050,000	2,088,656	2,080,000	1.5%
Other Taxes	2,188,400	2,135,000	2,070,000	-5.4%
Investment Earnings	2,200,000	3,000,000	2,200,000	0.0%
Park District Reimb	2,568,353	2,549,090	2,948,489	14.8%
Service Charges	1,110,430	1,260,185	1,163,243	4.8%
Licenses & Permits	952,330	964,635	968,185	1.7%
Other Revenues	820,239	1,090,230	790,992	-3.6%
Totals	\$41,939,752	\$43,530,724	\$ 42,944,909	2.4%

Economic uncertainty and inflation impacts make revenue projections difficult. Accordingly, the Budget is built on conservative, but realistic projections that reflect the most up-to-date information available from the City's sales tax consultant, property tax

consultant, Cal Cities, the State Department of Finance, year-to-date receipts, and regional economic forecasts.

Cypress' largest revenue source, property tax (\$14.8 million), is projected to increase just over \$0.8 million (5.8%) from the FY 2024-25 Budget. While Proposition 13 limits annual assessed value increases to protect homeowners, over time it has prevented property tax revenue from keeping pace with operating costs. However, the increase projected for FY 2025-26 is larger than in a typical year and is the result of significant assessed value growth due to ownership changes and new construction within the community.

Sales tax, the second largest revenue source (\$12.6 million), is volatile, especially during periods of economic uncertainty. Sales tax receipts have not grown as much as forecasted in recent years and a \$335,000 decline from the prior year is projected for FY 2025-26. This is a reminder that ongoing City operations cannot become overly reliant on sales tax because it can decline rapidly from one year to the next. As such, the Fiscal Strategies are designed to limit budgeted sales tax revenues that supports City operations to a four-year average. Sales tax receipts projected to exceed the four-year average are dedicated for one-time expenditure. For FY 2025-26, the sales tax baseline average is \$13 million which exceeds the sales tax revenues included in the Budget, so no amounts are required to be allocated for one-time purposes.

Up until about three years ago, investment earnings received on cash balances, had not been a major revenue source in the General Fund for over a decade. However, unprecedented interest rate hikes occurred in 2022 and have held steady into 2025. While higher interest rates are generally viewed as economically risky with the potential for negative short-term financial impacts to residents, local businesses and the City's revenue base, the higher interest paid on Treasury-backed securities generates significant additional revenues to the City. Over the last few years, interest rates on Treasury notes have gone from close to zero to well over four percent. As such, investment earnings in FY 2025-26 are budgeted at the same level as the prior year and nearly \$2 million more than the FY 2022-23 adopted budget. In short, the growth in investment earnings has in large part been responsible for recent Budgets being balanced without relying on the significant use of reserves.

As with sales tax revenue, it is essential that City services do not rely on an unpredictable revenue source like investment earnings. In response, a practice was incorporated into the FY 2024-25 Budget which allocates a portion of General Fund interest earnings to one-time capital projects when earnings on cash balances are projected to exceed three percent. For FY 2025-26, interest earnings are budgeted at four percent and total \$2.2 million which results in an additional one-time budget allocation of \$550,000 for capital projects, which is the same amount incorporated into the adopted FY 2024-25 Budget.

It remains imperative the City Council act as diligent stewards of the community's resources, confronting new financial challenges, diversifying the City's revenue base, and containing ongoing costs to limit vulnerability during periods of volatility.

General Fund Expenditures

FY 2025-26 expenditures are \$41.3 million, an increase of \$1.4 million (3.5%) from FY 2024-25.

<i>Expenditure Category</i>	<i>2024-25 Adopted</i>	<i>2024-25 Estimated</i>	<i>2025-26 Proposed</i>	<i>% Change</i>
Personnel	\$26,514,917	\$23,895,975	\$ 27,173,194	2.5%
Maintenance & Operations	9,393,835	9,953,795	9,660,357	2.8%
Internal Service Charges	4,024,620	4,024,620	4,483,390	11.4%
Totals	\$39,933,372	\$37,874,390	\$ 41,316,941	3.5%

The personnel expenditure increases are due to many factors, with the biggest impacts related to cost-of-living adjustments for all employees and higher required annual CalPERS contributions for unfunded pension liabilities.

Maintenance and operation increases result from several factors, including the ongoing effects of inflation on nearly all contract services, as well as several items included in the Decision Packages. Decision Package are summarized in the following table.

#	<i>Subject</i>	<i>Fund</i>	<i>One-Time Cost (Savings)</i>	<i>Ongoing Cost (Savings)</i>
ADM 1	North Orange County Homeless Navigation Centers	General	\$ -	\$ 125,000
PD 1	School Resource Officer	General	-	102,000
CD 1	General Plan Update	General	150,000	-
CD 2	Location Analytics Technology	General	100,000	-
PW 1	Position Reclassification - Maintenance Division	General	-	15,000
PW 2	Arnold Cypress Park Operational Contingency	General	50,000	-
PW 3	Increase General Fund Infrastructure Investment	General	-	250,000
Total All Funds			\$ 300,000	\$ 492,000

Capital Improvement Program (CIP) Highlights

The CIP is the City's long-term plan for investing in facilities and infrastructure. It is a key component of the Budget and of vital importance to the community. The CIP balances new projects, replacement of aged infrastructure, and life-extending maintenance.

Comprised of projects that often span multiple years and draw on many different funding sources, the Proposed FY 2025-26 CIP invests \$35.3 million. The CIP also includes just over \$1.6 million for Recreation and Park District projects.

<i>Project Type</i>	<i>2025-26 Proposed</i>
Street Projects	\$ 4,300,000
Traffic Signal/Lighting Projects	610,000
Storm Drain Projects	27,250,000
Sewer Projects	900,000
Parkway Projects	750,000
Public Facility Projects	1,525,000
Totals	\$35,335,000

Fund Balances and Reserves

The Proposed Budget reflects the City Council's policy of fully funding capital outlay replacements and employee benefit and self-insurance liabilities. All liabilities (with the exception of the CalPERS pension and retiree medical liabilities) are fully-funded and the Internal Service Funds have sufficient cash to pay all the required annual contributions for pensions and retiree medical costs.

The City Council has established a Pension Trust to help offset unfunded CalPERS pension liabilities, with a goal of having sufficient Pension Trust assets to fully offset projected unfunded pension liabilities by 2030. To achieve this goal, a portion of any General Fund budget surplus is annually committed to additional trust investments.

Importantly, the Proposed Budget conforms to City Council policies requiring a 25% General Fund Contingency Reserve of \$10.3 million and a 30% CIP Fund Cash-Flow Emergency Reserve of \$12.4 million. Neither of these reserves is expected to be utilized in FY 2025-26.

CYPRESS RECREATION AND PARK DISTRICT

The Proposed Budget includes the Recreation and Park District (District), which is a distinct legal entity from the City although the City Council serves as the District's Board of Directors. The City supports the District through fee-based general management; finance; human resources; information technology; and maintenance services.

District Revenues

District revenues are budgeted at \$9.6 million, a slight increase of \$42,673 (0.5%) from FY 2024-25. While overall revenues are flat, healthy revenue growth exists for property taxes and interest earned on cash balances, which are offset by a decrease of \$415,878 for one-time State Proposition 68 grant for capital projects that was included in the FY 2024-25 Budget.

The District receives the majority of its recurring revenue (over 80%) from property tax, with fees for service (classes and facility rentals) historically being the other stable revenue source. The District's dedicated property tax revenue remains a double-edged sword. It provides a consistent income stream with which the District delivers a high level of recreation services. However, under Proposition 13 property tax revenue growth tends to be less than both inflation and the longer-term growth rate of employee compensation due to pension costs and minimum wage increases. Fortunately, in times of economic uncertainty, property tax provides a reliable and steady cash flow and the District's short-term financial health is strong.

<i>Revenue Category</i>	<i>2024-25 Adopted</i>	<i>2024-25 Estimated</i>	<i>2025-26 Proposed</i>	<i>% Change</i>
Property Taxes	\$ 7,376,000	\$ 7,610,000	\$ 7,615,000	3.2%
Interest & Rents	926,250	1,129,662	1,058,000	14.2%
From Other Agencies	548,852	533,450	166,600	-69.6%
Services Charges	732,582	765,293	786,757	7.4%
Park Development Fees	-	608,946	-	n/a
Other Revenue	-	821	-	n/a
Totals	\$ 9,583,684	\$10,648,172	\$ 9,626,357	0.4%

Personnel costs represent more than 50% of District operating costs accounting for reimbursements to the City for maintenance services. With its primary revenue source not expected to keep pace with inflationary expenditure growth in the coming years, the District must continue to take measures to ensure its long-term fiscal sustainability. In addition to regularly updating fees, the District must optimize operations; leverage revenue generating assets; and add non-property tax revenues.

Strengthening its financial condition is particularly important to enable the District to fund future facility and park improvements. Current revenues are sufficient to pay for operations and some capital projects (including the annual repayment associated with the \$33.5 million reconstruction project at Arnold Cypress Park) but are insufficient to provide for future major rehabilitation.

District Expenditures

The District Budget is \$10.9 million, which is \$756,163 more than FY 2024-25 due to several factors. Personnel costs increase 5.0%, reflecting the ongoing impact of minimum wage increases, higher pension costs, cost-of-living salary increases, and several newer employees still moving through their salary ranges.

Maintenance and operations expenditures have increased when compared to FY 2024-25, with the largest increase related to maintenance costs for the newly reconstructed Arnold Cypress Park. Additional impacts include, higher contract service costs brought on by inflation and the tight labor market, as well cost increases for materials and equipment.

<i>Expenditure Category</i>	<i>2024-25 Adopted</i>	<i>2024-25 Estimated</i>	<i>2025-26 Proposed</i>	<i>% Change</i>
Personnel	\$ 2,738,497	\$ 2,379,730	\$ 2,876,387	5.0%
Maintenance & Operations	3,507,406	3,401,544	3,950,336	12.6%
Internal Service Charges	328,390	328,390	353,290	7.6%
Debt Service	2,000,000	2,624,577	2,000,000	0.0%
Capital Projects	1,572,500	24,993,243	1,642,500	4.5%
Capital Outlay	36,240	51,240	116,683	222.0%
Totals	\$10,183,033	\$33,778,724	\$ 10,939,196	7.4%

District Capital Improvement Projects

The FY 2024-25 Amended Budget includes approximately \$23 million for the reconstruction of Arnold Cypress Park. This project is funded by a loan from the City's Infrastructure Fund and, starting next month, a payment of \$2 million will be repaid annually on June 30th by the District using available property tax revenues.

Future capital projects will continue to be prioritized based on the facilities inventory and condition assessment and the availability of resources. With the large commitment of resources to Arnold Cypress Park, FY 2025-26 CIP projects are programmed at a fairly modest level, and are summarized and discussed in the FY 2025-26 Proposed Budget.

CONCLUSION

The FY 2025-26 Proposed Budget funds a strong municipal corporation and a remarkable group of employees. I am enormously proud of Team Cypress' service to our community and have immense confidence in our ability to respond to challenges.

The City Council's long-standing practice of strategically investing limited resources has Cypress well prepared for whatever lies ahead – assuming we continue our constrained approach to municipal operations and remain focused on core services. In the face of the great uncertainty that colors this Proposed Budget, it is worth remembering that Cypress emerged from the Great Recession and the COVID-19 Pandemic a stronger community and organization.

The FY 2025-26 Proposed Budget embodies the City Council's dedication to careful and transparent financial management - a commitment that spans generations of Cypress City Councils. Astute financial management is the most important way we sustain the

community's success and political stability, retain skilled leadership, and partner with our employees.

I am deeply grateful to our department Directors and their teams for the unwavering commitment to deliver quality services to our community and to realize the City's Mission Statement:

Cypress is a safe and welcoming community delivering excellent services for our residents, neighborhoods, and businesses.

A handwritten signature in blue ink, appearing to read "Peter Grant", with a stylized, cursive script.

Peter Grant
City Manager