



AGENDA

**REGULAR MEETING
CYPRESS CITY COUNCIL
October 27, 2025
6:00 P.M. - General Session**

www.cypressca.org

**5275 Orange Avenue
Cypress, California**

If you are interested in speaking during the City Council meeting, details on how to participate are provided at the end of the agenda.

CALL TO ORDER

6:00 P.M.

City 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 Bonnie Peat

INVOCATION Rabbi Myers, Temple Beth David

PLEDGE OF ALLEGIANCE

PRESENTATIONS

- Red Ribbon Week Proclamation
- Recognition of the Cypress Community Festival Association

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 citycouncil@cypressca.org or by calling

714-229-6699.

CONSENT CALENDAR

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

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

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

Prepared by: Sean Joyce, Interim City Manager

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

3. Proclaim the Week of October 27-31, 2025 as Red Ribbon Week

Prepared by: Lisa Berglund, Interim City Clerk

Recommendation: Proclaim the week of October 27-31, 2025 as Red Ribbon Week.

4. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of September 6, 2025 through October 10, 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 September 6, 2025 through October 10, 2025:

- Electronic Funds Transfers 17882 through 18148
- Warrants 68821 through 69103
- Payroll Transfers W1565 through W1566

5. Receive and File the Investment Report for the Month Ended September 30, 2025

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

Recommendation: Receive and file the attached investment report.

6. Approve a Task Order to Prepare a Traffic Impact Fee Nexus Study

Prepared by: Nick Mangalakiri, Director of Public Works

Recommendation: Approve a task order to Linscott, Law & Greenspan, Engineers (LLG) for \$78,550 to prepare a Traffic Impact Fee Nexus Study.

7. Approve Final Tract Map No. 19359 for 4872 Lincoln Avenue

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation: Approve Final Tract Map No. 19359 and the Subdivision Improvement Agreement.

8. Approve Plans and Award Contracts for Veterans Park Restroom Renovations, Project 395

Prepared by: Nick Mangkalakiri, Director of Public Works

Recommendation:

1. Approve plans for Veterans Park Restroom Renovations, Project 395; and
2. Award a contract to MDJ Management for \$216,386.04, and authorize a contingency of \$32,500; and
3. Approve a Task Order for Construction Inspection Services to FCG Consultants Inc., for \$33,735.60, and authorize a contingency of \$5,000.

ITEMS REMOVED FROM CONSENT CALENDAR

CONTINUED ITEMS

9. Revised City Logo Design Concept(s) for City Council Consideration and Approval

Prepared by: Sean Joyce, Interim City Manager

Recommendation: Select a preferred rebranded City logo from among those presented for your consideration.

ITEMS FROM CITY COUNCIL MEMBERS

10. Discussion and Direction to Staff Regarding Changing the Day of City Council Meetings

Agendized by: Leo Medrano, Mayor Pro Tem

Recommendation: Provide direction to staff regarding changing the day of regular City Council meetings.

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 citycouncil@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, November 10, 2025, beginning at 5:30 p.m. in the Executive Board Room.

Council Members and the public should promptly exit the meeting room following adjournment.

I, Lisa Berglund, Interim City Clerk 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 October 22, 2025.

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/6762023349961450841>. Advanced registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.



= Hand Raise



= Unmute

3. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on the day of the meeting will be added to the meeting record.
4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at www.cypressca.org/watchlive.
5. Listen to the Meeting. Listen-only teleconferencing is available by calling (914) 614-3221 and entering Access Code 554-948-074. No registration or audio pin is necessary.

INVOCATION POLICY

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

AMERICANS WITH DISABILITIES ACT

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



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

2.

FROM: Sean Joyce, Interim City Manager

DATE: 10/27/2025

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

RECOMMENDATION

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

DISCUSSION

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

The City Council updated the Strategic Plan in April 2025, including a review of the existing plan, development of new six-month objectives, and a discussion of the City's strengths and accomplishments during the past six months. The attached matrices report the progress on the six-month objectives as of October 27, 2025.

A special City Council meeting to update the Strategic Plan will be held January 21, 2026.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Six-month Objectives

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES
April 2025 – October 2025

THREE-YEAR GOAL: MAINTAIN INFRASTRUCTURE AND FACILITIES						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. June 9, 2025	Public Works Director	Recommend options for streamlining capital improvement projects to increase efficiency and contain costs	X			
2. FUTURE	Public Works Director	Recommend an agreement for an organizational and best practices review of the Public Works department		X		Due to several new hires in recent months, review to be revisited in early 2026
3. FUTURE	Public Works Director	Provide an update and options to phase/adjust the Myra Avenue pump station No. 1 project scope		X		Options to be presented to City Council in November
4. Ongoing	Public Works Director & Finance Director	Pursue outside funding to offset the cost of upgrading Myra Avenue pump station No. 1				
5. FUTURE	Public Works Director	Recommend an agreement to update the Sewer System Master Plan				

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES
April 2025 – October 2025

MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. July 14, 2025	Finance Director	Recommend an agreement with a new firm to perform the City's annual financial statement audits	X			
2. FUTURE	Planning Director	Recommend an economic development plan that includes advanced location analytics and commercial real estate information platforms		X		Expected to be completed within the next six-months
3. Sept. 30, 2025	Finance Director	Recruit an over-hire Finance Manager as part of the department's succession plan			X	Recruitment is ongoing and is expected to be completed in the next month

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES
April 2025 – October 2025

THREE-YEAR GOAL: ENHANCE AND MAINTAIN PUBLIC SAFETY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. June 30, 2024	Police Chief & RCS Director	Launch the S.A.I.L.S. senior citizen crime prevention and safety program	X			
2. June 30, 2025	Police Chief	Conduct a team building workshop for Police department managers and supervisors	X			
3. August 6, 2025	Police Chief working with Anaheim Union HS District	Establish an ongoing e-bike safety program with Lexington Junior High School	X			
4. By Sept. 30, 2025	Police Chief	Provide Emergency Operations Center training to City staff	X			
5. On-going	Police Chief working with Cypress School District	Explore a campus safety partnership with Cypress School District				

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES
April 2025 – October 2025

THREE-YEAR GOAL: ENHANCE RECREATION FACILITIES AND PROGRAMS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. July 10, 2025	Ad hoc subcommittee working with the City Manager	Report progress/recommendations on park amenities to the City Council	X			
2. August 25, 2025	Ad hoc subcommittee working with the City Manager	Report progress/recommendations regarding Cypress Community Festival to the City Council	X			
3. Sept. 8, 2025	RCS Director	Recommend updates to the Non-Profit Grant Program policy	X			
4. Sept. 22, 2025	RCS Director working with RCS Commission	Recommend a scope of work for a firm to lead public engagement and develop conceptual design options for the expansion of Baraldi Sycamore Park		X		Due to rising costs this project will be reviewed to determine feasibility over the next six months
5. Sept. 30, 2025	RCS Director	Establish Arnold Cypress Park utilization and staffing plan	X			

C I T Y O F C Y P R E S S
SIX-MONTH STRATEGIC OBJECTIVES
April 2025 – October 2025

THREE-YEAR GOAL: MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. May 12, 2025	City Clerk	Report 2025 Community Survey findings to the City Council	X			
2. July 14, 2025	Public Works Director	Recommend a scope of work for a third-party review of the solid waste franchise	X			
3. August 25, 2025	City Attorney	Recommend updates to the Municipal Code to reflect state smoking restrictions and present options for additional regulations	X			
4. FUTURE	Mayor, City Manager & City Clerk	Recommend a communication policy to the City Council		X		
5. July 14, 2025	City Manager & City Clerk working with Communications LAB	Complete internal brand/logo development and present an update and community engagement plan to the City Council	X			
6. August 29, 2025	Public Works Director & Finance Director	Implement an online procurement platform to improve the bidding process and vendor outreach	X			
7. FUTURE	Planning Director & RCS Director	Recommend adjustments to align City/RCS District boundaries through the Local Agency Formation Commission			X	Options to be presented to City Council to determine project feasibility



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

3.

FROM: Lisa Berglund, Interim City Clerk

DATE: 10/27/2025

SUBJECT: Proclaim the Week of October 27-31, 2025 as Red Ribbon Week

RECOMMENDATION

Proclaim the week of October 27-31, 2025 as Red Ribbon Week.

DISCUSSION

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

The City Clerk received a routine request from the Police Department for the City Council to officially proclaim the week of October 27-31, 2025 as Red Ribbon Week. A proclamation has been prepared for the Mayor's signature and is attached for consideration.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Proclamation

**RED RIBBON WEEK
OCTOBER 27 – 31, 2025**

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

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

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

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

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

WHEREAS, the Red Ribbon Campaign will be celebrated in the City of Cypress during **Red Ribbon Week**, October 27 – 31, 2025, and

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

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

NOW, THEREFORE, LET IT BE PROCLAIMED, that the City Council of the City of Cypress does hereby support October 27 – 31, 2025, as **RED RIBBON WEEK**, and encourages its citizens to participate in drug prevention and education activities, making a visible statement that we are firmly committed to a drug-free community.

BE IT FURTHER PROCLAIMED, that the City Council of the City of Cypress encourages all citizens to embrace the theme of this year's National Red Ribbon Week Campaign, **"LIFE IS A PUZZLE. SOLVE IT DRUG FREE."**

David Burke
MAYOR OF THE CITY OF CYPRESS
Dated: October 27, 2025



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

4.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/27/2025

SUBJECT: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of September 6, 2025 through October 10, 2025

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of September 6, 2025 through October 10, 2025:

- Electronic Funds Transfers 17882 through 18148
- Warrants 68821 through 69103
- Payroll Transfers W1565 through W1566

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 September 6, 2025 through October 10, 2025 are \$3,853,686.59.

LEGAL REVIEW

None required.

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Payment Register for the Period 09-06-25 through 10-10-25

**City of Cypress
Payment Register
09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17882	2672 - BENABOU, MICHAEL	\$ 500.00	Refund/Recycling Deposit/CDD-25-9/6402 Tulagi St	Rfd 9/12/25	\$ 500.00
17883	2432 - BITTON, DEKEL	\$ 500.00	Refund/Recycling Deposit/CDD-25-262/6478 Pitcairn St	Rfd 9/12/25	\$ 500.00
17884	2107 - BYER, TOM	\$ 500.00	Refund/Recycling Deposit/CDD-25-233/6172 Leyte St	Rfd 9/12/25	\$ 500.00
17885	119029 - CALIFORNIA DEPT OF TAX AND FEE ADMINISTRATION	\$ 648.00	Flat Rate Fuel Tax 10/1/25-9/30/26	2025-26	\$ 648.00
17886	2441 - CASTEEL, SUSAN	\$ 25,777.00	Refund/Recycling Deposit/CDD-25-133/6200 Gateway Dr	Rfd 9/12/25	\$ 25,777.00
17887	2441 - CASTEEL, SUSAN	\$ 1,660.00	Refund/Recycling Deposit/CDD-25-110/5770 Warland Dr	Rfd(A) 9/12/25	\$ 1,660.00
17888	2704 - CHAMBERLAIN, SCOT	\$ 500.00	Refund/Recycling Deposit/CDD-24-380/9475 Fernbury St	Rfd 9/12/25	\$ 500.00
17889	2709 - DAMIANO, JUSTIN	\$ 500.00	Refund/Recycling Deposit/CDD-25-226/6393 Bataan St	Rfd 9/12/25	\$ 500.00
17890	2708 - ESTRADA, PERLA	\$ 500.00	Refund/Recycling Deposit/CDD-25-253/11677 Wake Circle	Rfd 9/12/25	\$ 500.00
17891	2707 - GARCIA, VIVIANA	\$ 500.00	Refund/Recycling Deposit/CDD-25-189/5662 Belle Ave	Rfd 9/12/25	\$ 500.00
17892	2701 - LEMUS, ANILU	\$ 473.60	Refund/Building Permit #BS-23-1845	Rfd 9/12/25	\$ 473.60
17893	2555 - MARROQUIN, ANGELINA	\$ 500.00	Refund/Recycling Deposit/CDD-25-239/11544 Manila Dr	Rfd 9/12/25	\$ 500.00
17894	2703 - MARTINEZ, MONSERRATE	\$ 433.60	Refund/Building Permit #BS-23-1619	Rfd 9/12/25	\$ 433.60
17895	2109 - MILLER, MATT	\$ 500.00	Refund/Recycling Deposit/CDD-25-237/4322 Fontainebleau Ave	Rfd 9/12/25	\$ 500.00
17896	2700 - RAMOS, MAURICIO	\$ 340.70	Refund/Building Permit #BS-23-644	Rfd 9/12/25	\$ 340.70
17897	2702 - TIMBERLAKE, CRYSTAL	\$ 347.20	Refund/Building Permit #BS-23-913	Rfd 9/12/25	\$ 347.20
17898	2706 - TOROSYAN, HAYKAZ	\$ 500.00	Refund/Recycling Deposit/CDD-25-260/5012 Belle Ave	Rfd 9/12/25	\$ 500.00
17899	2705 - TSENG, PENN	\$ 1,000.00	Refund/Recycling Deposit/CDD-25-112/6762 Jonathan Ave	Rfd 9/12/25	\$ 1,000.00
17900	130114 - USPS-POC c/o Citibank	\$ 5,000.00	Postage 9/25	8133634 9/2/25	\$ 5,000.00
17901	145 - AUSTIN, CHERYL	\$ 56.52	W/C Retiree Health Care Benefits 10/25	10/25	\$ 56.52
17902	128744 - AYRES, RICHARD	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17903	102038 - BALDWIN, DARRELL	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17904	102087 - BISH, EDWARD	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17905	100101 - BRUCE, THOMAS M	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17906	122419 - CLEMONS, MARK	\$ 350.00	Retiree Health Care Benefits 10/25	10/25	\$ 350.00
17907	129695 - COTE, ROBERT	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17908	128938 - COX, RODNEY	\$ 123.85	Retiree Health Care Benefits 10/25	10/25	\$ 123.85

**City of Cypress
Payment Register
09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17909	104003 - ESSEX, CLARE	\$ 611.70	Retiree Health Care Benefits 10/25	10/25	\$ 611.70
17910	128044 - FORNISS, DANIEL	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17911	129816 - FOSTER, SCOTT	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17912	112187 - HEALY, BRIAN	\$ 33.33	Retiree Health Care Benefits 10/25	10/25	\$ 33.33
17913	1535 - HERNANDEZ, JENNIFER	\$ 172.00	Reimb/Meals/CA Homicide Investigators Assoc Conf 8/11-8/15	10/1/25	\$ 172.00
17914	100667 - LASSALLE, ISMAEL	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17915	123656 - MANUEL, DEAN	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17916	129700 - MCSHANE, CHRIS	\$ 232.96	Retiree Health Care Benefits 10/25	10/25	\$ 232.96
17917	2017 - MINIKUS, SCOTT	\$ 341.78	Reimb/Medical Premiums 10/25	10/25	\$ 341.78
17918	122 - MORROW, RICHARD L	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17919	391 - NASSER, JOY	\$ 150.00	W/C Retiree Health Care Benefits 10/25	10/25	\$ 150.00
17920	129608 - OLSON, JAMES	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17921	128784 - RAMSEY, KENNETH	\$ 125.00	Retiree Health Care Benefits 10/25	10/25	\$ 125.00
17922	119027 - RAMSEY, STEVE	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17923	130138 - TIMNEY, MATTHEW	\$ 350.00	Retiree Health Care Benefits 10/25	10/25	\$ 350.00
17924	1024 - VALLEY VISTA SERVICES, INC	\$ 250,101.76	Waste Disposal Fee 8/25	8/25	\$ 250,101.76
17925	40 - WARLAND INVESTMENTS COMPANY	\$ 37,500.00	Development Assistance 10/25	10/25	\$ 37,500.00
17926	122756 - WINTERSOLE, MICHAEL	\$ 300.00	Retiree Health Care Benefits 10/25	10/25	\$ 300.00
17927	1480 - ARCO BUSINESS SOLUTIONS	\$ 34.55	Fuel/Finance 8/3-9/2	NP69092751	\$ 34.55
17928	1480 - ARCO BUSINESS SOLUTIONS	\$ 118.25	Fuel/Community Development 8/3-9/2	NP69092751(A)	\$ 118.25
17929	1480 - ARCO BUSINESS SOLUTIONS	\$ 57.44	Fuel/Engineering 8/3-9/2	NP69092751(B)	\$ 57.44
17930	1480 - ARCO BUSINESS SOLUTIONS	\$ 2,596.09	Fuel/Maint 8/3-9/2	NP69092751(C)	\$ 2,596.09
17931	1480 - ARCO BUSINESS SOLUTIONS	\$ 88.44	Fuel/Recreation 8/3-9/2	NP69092751(D)	\$ 88.44
17932	1480 - ARCO BUSINESS SOLUTIONS	\$ 15,677.99	Fuel/Police 8/3-9/2	NP69092751(E)	\$ 15,677.99
17933	168 - CalPERS-Fiscal Services Division	\$ 700.00	Svc/GASB-68 Reports & Schedules 6/30/25	18034875	\$ 700.00
17934	168 - CalPERS-Fiscal Services Division	\$ 350.00	W/C Svc/GASB-68 Reports & Schedules 6/30/25	18033692	\$ 350.00
17935	2714 - CHO, MICHAEL	\$ 124.00	Refund/Building Permit #BS-25-1081	Rfd 9/26/25	\$ 124.00

**City of Cypress
Payment Register
09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17936	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 3,340.12	Workers Comp Claims/Professional Svcs/#28577-28624	Reimb 9/26/25	\$ 3,340.12
17937	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 2,783.77	Workers Comp Claims/Medical/#28577-28624	Reimb(A) 9/26/25	\$ 2,783.77
17938	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 6,906.08	Workers Comp Claims/Permanent Disability/#28577-28624	Reimb(B) 9/26/25	\$ 6,906.08
17939	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 1,728.43	Workers Comp Claims/Temporary Disability/#28577-28624	Reimb(C) 9/26/25	\$ 1,728.43
17940	2713 - FLORES, CESAR	\$ 500.00	Refund/Recycling Deposit/CDD-25-254/11635 Mindanao St	Rfd 9/26/25	\$ 500.00
17941	120801 - MISSION SQUARE	\$ 600.00	W/C RHS 9/25	9/25(A)	\$ 600.00
17942	120801 - MISSION SQUARE	\$ 1,000.00	Deferred Comp/Exec Mgmt 9/25	401a-9/25	\$ 1,000.00
17943	128823 - PETTY CASH	\$ 200.00	Petty Cash/2025 Cypress Run/Walk 10/3	9/26/25	\$ 200.00
17944	120801 - MISSION SQUARE	\$ 16,000.00	Monthly Retiree Health Savings 9/25	9/25	\$ 16,000.00
17945	1608 - ALARM PROGRAM SYSTEMS, LLC	\$ 1,853.35	PD Svc/Alarm Permit & False Alarm Collections 8/25	8/25	\$ 1,853.35
17946	1247 - HdL HINDERLITER, DE LLAMAS AND ASSOCIATES	\$ 1,636.80	Svc/Business License Tax Admin 8/25	AUG25	\$ 1,636.80
17947	2170 - US BANK	\$ 477.61	PD Reg/Canine Conference/TM 8/25-8/28	0076 8/11/25	\$ 477.61
17948	2170 - US BANK	\$ 349.97	PD Airfare/Canine Conference/TM 8/25-8/28	0076(A) 8/11/25	\$ 349.97
17949	2170 - US BANK	\$ 23.31	PD Addl Airfare/Canine Conference/TM 8/25-8/28	0076(B) 8/11/25	\$ 23.31
17950	2170 - US BANK	\$ 125.00	PD Reg/Sight Pistol Training/EC 8/7	0076(C) 8/11/25	\$ 125.00
17951	2170 - US BANK	\$ 50.00	PD Reg/Field Training Officer Update/JH 6/2-6/4	0076(D) 8/11/25	\$ 50.00
17952	2170 - US BANK	\$ 299.00	PD Reg/Response to Non-Criminal Barricade/CS 10/10	0076(E) 8/11/25	\$ 299.00
17953	2170 - US BANK	\$ 239.21	PD Badge Stickers(1K) 8/4	0076(F) 8/11/25	\$ 239.21
17954	2170 - US BANK	\$ 50.85	PD Hotel/Resort Fee/CA Homicide Investigators Conf/JH 8/11-8/15	0076(G) 8/11/25	\$ 50.85
17955	2170 - US BANK	\$ 455.39	PD Hotel/CA Homicide Investigators Conference/JH 8/11-8/15	0076(H) 8/11/25	\$ 455.39
17956	2170 - US BANK	\$ 663.31	PD Hotel/CA Homicide Investigators Conference/NA 8/11-8/15	0076(I) 8/11/25	\$ 663.31
17957	2170 - US BANK	\$ 1,134.00	PD Optic Rifle Risers(6) 8/1	0423 8/11/25	\$ 1,134.00
17958	2170 - US BANK	\$ 17.40	W/C Sub/Business Analytics/Reporting Software 7/7-8/6	0781 8/11/25	\$ 17.40
17959	2170 - US BANK	\$ 136.99	W/C Svc/Satellite TV 7/25-8/24	0781(A) 8/11/25	\$ 136.99
17960	2170 - US BANK	\$ 148.57	W/C Canopy(1)/Special Events 8/4	0781(B) 8/11/25	\$ 148.57
17961	2170 - US BANK	\$ 49.00	W/C Reg/Google IT Training/CF 8/25	0781(C) 8/11/25	\$ 49.00
17962	2170 - US BANK	\$ 25.24	W/C Data Storage/Amazon Cloud 7/25	0781(D) 8/11/25	\$ 25.24

**City of Cypress
Payment Register
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17963	2170 - US BANK	\$ 263.30	W/C Website Hosting 9/16/25-9/15/26	0781(E) 8/11/25	\$ 263.30
17964	2170 - US BANK	\$ 1,384.88	PD SWAT Belts(6) 8/4	1378 8/11/25	\$ 1,384.88
17965	2170 - US BANK	\$ 48.86	PD Air Purifier(1) 8/5	1378(A) 8/11/25	\$ 48.86
17966	2170 - US BANK	\$ (9.68)	Credit/Supplies/Youth Sports/Returned 7/10	1504 8/11/25	\$ (9.68)
17967	2170 - US BANK	\$ 83.22	Supplies/Youth Basketball 7/10	1504(A) 8/11/25	\$ 83.22
17968	2170 - US BANK	\$ 61.84	Supplies/Youth Basketball 7/10	1504(B) 8/11/25	\$ 61.84
17969	2170 - US BANK	\$ 29.97	Food/Counselors In Training Recognition 7/31	2379 8/11/25	\$ 29.97
17970	2170 - US BANK	\$ 64.33	Food/Counselors In Training Recognition 7/31	2379(A) 8/11/25	\$ 64.33
17971	2170 - US BANK	\$ 77.08	Outdoor Movie Projector(1)/State of the City 8/7	2379(B) 8/10/25	\$ 77.08
17972	2170 - US BANK	\$ 9.90	Postage/POST Officer Trainee Exams/Returned 7/11	2873 8/11/25	\$ 9.90
17973	2170 - US BANK	\$ 150.00	Sub/Property Data/Code Enforcement & Planning 7/25	3033 8/11/25	\$ 150.00
17974	2170 - US BANK	\$ 665.90	Scanner(1)/Finance 8/1	3071 8/11/25	\$ 665.90
17975	2170 - US BANK	\$ 43.08	Facial Tissues(24 Bxs)/Finance 8/8	3071(A) 8/11/25	\$ 43.08
17976	2170 - US BANK	\$ 217.12	PD Holster(1)/EC 7/22	4142 8/11/25	\$ 217.12
17977	2170 - US BANK	\$ 182.10	PD Optic Height Sight(1)/EC 7/22	4142(A) 8/11/25	\$ 182.10
17978	2170 - US BANK	\$ 138.10	PD Hand Cleaner(1 Gl)/Gun Cleaner(1 Gl) 8/5	4142(B) 8/11/25	\$ 138.10
17979	2170 - US BANK	\$ 293.08	PD Body Camera Mounts(8) 8/8	4142(C) 8/11/25	\$ 293.08
17980	2170 - US BANK	\$ 538.54	PD Glock Magazines(20) 8/12	4142(D) 8/11/25	\$ 538.54
17981	2170 - US BANK	\$ 93.35	PD Dog Food(1 Bag)/Bono 7/19	4289 8/11/25	\$ 93.35
17982	2170 - US BANK	\$ 32.28	Supplies/Senior Camp 7/14	5178 8/11/25	\$ 32.28
17983	2170 - US BANK	\$ 39.84	Network Cables(30)/IT 7/14	5350 8/11/25	\$ 39.84
17984	2170 - US BANK	\$ 1,440.00	Remote Support(3 Licenses)/IT 7/17/25-7/16/26	5350(A) 8/11/25	\$ 1,440.00
17985	2170 - US BANK	\$ 449.99	SSL Certificate/City Website 7/7/25-7/6/26	5350(B) 8/11/25	\$ 449.99
17986	2170 - US BANK	\$ 16.88	Mounting Adapter(1)/Wireless Access Points 7/29	5350(C) 8/11/25	\$ 16.88
17987	2170 - US BANK	\$ 180.00	Sub/IT Online Password Mgmt(3 Licenses) 8/3/25-8/3/26	5350(D) 8/11/25	\$ 180.00
17988	2170 - US BANK	\$ 725.00	Reg/Municipal Information System Assoc Conf/RS 10/19-10/22	5350(E) 8/11/25	\$ 725.00
17989	2170 - US BANK	\$ 235.75	Deposit/Hotel/Municipal Info Systems Assoc Conf/RS 10/19-10/22	5350(F) 8/11/25	\$ 235.75

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
17990	2170 - US BANK	\$ 192.60	PD Flash Drives(60)/Records 7/23	5380 8/11/25	\$ 192.60
17991	2170 - US BANK	\$ 310.26	PD Screen Protectors(12)/Records 7/23	5380(A) 8/11/25	\$ 310.26
17992	2170 - US BANK	\$ 36.62	PD Flash Drives(10)/Records 7/23	5380(B) 8/11/25	\$ 36.62
17993	2170 - US BANK	\$ 21.67	PD Air Fresheners(10)/Front Lobby 7/31	5380(C) 8/11/25	\$ 21.67
17994	2170 - US BANK	\$ 158.36	Meals(7)/Red Robin/Council Meetings 7/14	5530 8/11/25	\$ 158.36
17995	2170 - US BANK	\$ 86.97	Food/Council Meetings 7/15	5530(A) 8/11/25	\$ 86.97
17996	2170 - US BANK	\$ 1,400.00	Reg/Cypress College Foundation Donation/Golf Outing(4) 9/25	5530(B) 8/11/25	\$ 1,400.00
17997	2170 - US BANK	\$ 60.00	Facebook Ads(4)/City Events 6/29-7/18	5530(C) 8/11/25	\$ 60.00
17998	2170 - US BANK	\$ 12.45	Facebook Ads(4)/City Events 7/21-7/22	5530(D) 8/11/25	\$ 12.45
17999	2170 - US BANK	\$ 44.78	Facebook Ads(4)/City Events 7/16-7/21	5530(E) 8/11/25	\$ 44.78
18000	2170 - US BANK	\$ 110.00	Sub/Mailchimp/Email Distribution 7/25	5530(F) 8/11/25	\$ 110.00
18001	2170 - US BANK	\$ 60.00	Facebook Ads(3)/City Events 7/22-7/28	5530(G) 8/11/25	\$ 60.00
18002	2170 - US BANK	\$ 30.00	Reg/League of CA Cities Meeting/DB 9/4	5530(H) 8/11/25	\$ 30.00
18003	2170 - US BANK	\$ 60.00	Facebook Ad(1)/City Events 7/25-8/5	5530(I) 8/11/25	\$ 60.00
18004	2170 - US BANK	\$ 60.00	Facebook Ad(1)/City Events 8/4-8/10	5530(J) 8/11/25	\$ 60.00
18005	2170 - US BANK	\$ 48.48	Presentation Remote(1)/Council Chambers 7/14	6013 8/11/25	\$ 48.48
18006	2170 - US BANK	\$ 17.23	PD Label Maker Tape(6 Rls) 7/11	6557 8/11/25	\$ 17.23
18007	2170 - US BANK	\$ 18.31	PD Sign Holder(1)/Conference Room 7/14	6696 8/11/25	\$ 18.31
18008	2170 - US BANK	\$ 49.32	Lunch Meeting(2)/Wahoo's Fish Tacos/PG & AM 7/23	7052 8/11/25	\$ 49.32
18009	2170 - US BANK	\$ 44.99	Lunch Meeting(2)/Jin Sul Lung Tang/PG & AV 8/5	7052(A) 8/11/25	\$ 44.99
18010	2170 - US BANK	\$ 10.76	Supplies/Sr Center 7/22	7072(B) 8/11/25	\$ 10.76
18011	2170 - US BANK	\$ 9.99	Supplies/Sr Center 7/22	7072(C) 8/11/25	\$ 9.99
18012	2170 - US BANK	\$ 32.31	Supplies/Sr Center 7/24	7072(D) 8/11/25	\$ 32.31
18013	2170 - US BANK	\$ 45.23	Picture Frames(2)/Community Center Sponsor Certificates 7/31	7667 8/11/25	\$ 45.23
18014	2170 - US BANK	\$ 1.00	Sub/OC Register Online/JD 8/5/25-8/4/26	7667(A) 8/11/25	\$ 1.00
18015	2170 - US BANK	\$ (128.89)	Credit/Excursion/John's Incredible Pizza/Day Camp 7/10	8543 8/11/25	\$ (128.89)
18016	2170 - US BANK	\$ 41.59	Supplies/Day Camp 7/10	8543(A) 8/11/25	\$ 41.59

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
18017	2170 - US BANK	\$ 85.06	Supplies/Day Camp 7/15	8543(B) 8/11/25	\$ 85.06
18018	2170 - US BANK	\$ 32.17	Supplies/Day Camp 7/15	8543(C) 8/11/25	\$ 32.17
18019	2170 - US BANK	\$ 30.14	Supplies/National Night Out Giveaways 7/17	8543(D) 8/11/25	\$ 30.14
18020	2170 - US BANK	\$ 92.37	Supplies/Day Camp 7/18	8543(E) 8/11/25	\$ 92.37
18021	2170 - US BANK	\$ 24.77	Supplies/Day Camp 7/21	8543(F) 8/11/25	\$ 24.77
18022	2170 - US BANK	\$ 90.94	Supplies/Day Camp 7/18	8543(G) 8/11/25	\$ 90.94
18023	2170 - US BANK	\$ 32.16	Food/Playground/Kids Night Out 7/18	8543(H) 8/11/25	\$ 32.16
18024	2170 - US BANK	\$ 12.92	iPhone Case(1)/Recreation 7/30	8543(I) 8/11/25	\$ 12.92
18025	2170 - US BANK	\$ 12.99	Food/Playground 7/29	8543(J) 8/11/25	\$ 12.99
18026	2170 - US BANK	\$ 45.86	Food/Counselor In Training Recognition 7/29	8543(K) 8/11/25	\$ 45.86
18027	2170 - US BANK	\$ (1,024.92)	Credit/Food/Excursion/Natural History Museum/Day Camp 6/11	8543(L) 8/11/25	\$ (1,024.92)
18028	2170 - US BANK	\$ 114.98	Food/Counselor In Training Recognition 7/29	8543(M) 8/11/25	\$ 114.98
18029	2170 - US BANK	\$ 13.06	Supplies/Counselor In Training Recognition 7/31	8543(N) 8/11/25	\$ 13.06
18030	2170 - US BANK	\$ 10.00	Gift Card(1)/Starbucks/Counselor In Training Award 7/31	8543(O) 8/11/25	\$ 10.00
18031	2170 - US BANK	\$ (215.48)	Credit/Supplies/Youth Sports/Returned 7/14	8550 8/11/25	\$ (215.48)
18032	2170 - US BANK	\$ 915.04	Gifts(270)/Challenger Basketball Leagues 7/23	8550(A) 8/11/25	\$ 915.04
18033	2170 - US BANK	\$ 950.24	Gifts(135)/Challenger Basketball Leagues 7/22	8550(B) 8/11/25	\$ 950.24
18034	2170 - US BANK	\$ 1,260.00	Svc/Quickbase/Bldg/Public Works 8/5-9/4	8756 8/11/25	\$ 1,260.00
18035	2170 - US BANK	\$ 168.37	PD Hotel Deposit/CA Homicide Investigators Assoc Conf/JH 8/12-15	9075 8/11/25	\$ 168.37
18036	2170 - US BANK	\$ 179.67	PD Hotel Deposit/CA Homicide Investigators Assoc Conf/JH 8/11	9075(A) 8/11/25	\$ 179.67
18037	2170 - US BANK	\$ 9.52	Supplies/Counselor In Training 7/29	9103 8/11/25	\$ 9.52
18038	2170 - US BANK	\$ 30.00	Reg/CPRS Summer Brochure Exchange/CP & VB & NG 8/26	9103(A) 8/11/25	\$ 30.00
18039	2170 - US BANK	\$ 59.00	Reg/City Engineers Assoc of OC Meeting/NM 8/4	9131 8/11/25	\$ 59.00
18040	2170 - US BANK	\$ 10.00	Svc/Box/Staff Document Review/Engineering 7/29-8/28	9131(A) 8/11/25	\$ 10.00
18041	2170 - US BANK	\$ 54.28	Supplies/Senior Camp 7/14	9213 8/11/25	\$ 54.28
18042	2170 - US BANK	\$ 10.78	Supplies/Senior Camp 7/15	9213(A) 8/11/25	\$ 10.78
18043	2170 - US BANK	\$ 60.32	Supplies/Senior Camp 7/16	9213(B) 8/11/25	\$ 60.32

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
18044	2170 - US BANK	\$ 16.15	Easel Stand(1)/Sr Center 7/28	9213(C) 8/11/25	\$ 16.15
18045	2170 - US BANK	\$ 85.90	Supplies/National Night Out 7/26	9213(D) 8/11/25	\$ 85.90
18046	2170 - US BANK	\$ 50.61	Supplies/National Night Out 7/25	9213(E) 8/11/25	\$ 50.61
18047	2170 - US BANK	\$ 31.97	Bottled Water(3 Cases)/Concerts on the Green 7/25	9213(F) 8/11/25	\$ 31.97
18048	2170 - US BANK	\$ 65.56	Food/National Night Out 7/25	9213(G) 8/11/25	\$ 65.56
18049	2170 - US BANK	\$ 29.08	Safety Signs(4)/Facility Operations/Sr Center 8/7	9213(H) 8/11/25	\$ 29.08
18050	2170 - US BANK	\$ 31.69	Steam Pan(1)/Sr Center 8/11	9213(I) 8/11/25	\$ 31.69
18051	2170 - US BANK	\$ 57.06	Mailing Seals(1080)/Sr Center Newsletter 8/7	9213(J) 8/11/25	\$ 57.06
18052	2170 - US BANK	\$ 10.76	Erroneous Charge/Returned 8/9	9213(K) 8/11/25	\$ 10.76
18053	2170 - US BANK	\$ 71.80	PD Flash Drives(10)/Investigations 7/16	9844 8/11/25	\$ 71.80
18054	2170 - US BANK	\$ 76.70	PD Windshield Sun Shades(5)/Detective Vehicles 7/16	9844(A) 8/11/25	\$ 76.70
18055	2170 - US BANK	\$ 67.34	PD Flash Drives(10)/Investigations 7/16	9844(B) 8/11/25	\$ 67.34
18056	2170 - US BANK	\$ 123.80	PD External Hard Drive(1) 7/30	9844(C) 8/11/25	\$ 123.80
18057	2170 - US BANK	\$ 69.90	Supplies/Sr Center 7/12	7072 8/11/25	\$ 69.90
18058	2170 - US BANK	\$ 87.24	Supplies/Sr Center 7/23	7072(A) 8/11/25	\$ 87.24
18059	2719 - AGUILAR, MARTIN	\$ 500.00	Refund/Recycling Deposit/CDD-25-261/6786 Molokai Dr	Rfd 10/10/25	\$ 500.00
18060	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 29,849.47	Workers Comp Claims/Professional Svcs/#28625-28675	Reimb 10/10/25	\$ 29,849.47
18061	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 55,448.91	Workers Comp Claims/Medical/#28625-28675	Reimb(A) 10/10/2	\$ 55,448.91
18062	100505 - CITY OF CYPRESS-WORKERS COMP	\$ 2,873.04	Workers Comp Claims/Permanent Disability/#28625-28675	Reimb(B) 10/10/2	\$ 2,873.04
18063	2718 - HAYWARD, THOMAS	\$ 262.40	Refund/Building Permit/BS-25-1438	Rfd 10/10/25	\$ 262.40
18064	2676 - MCKAY, MICHAEL	\$ 500.00	Refund/Recycling Deposit/CDD-25-247/6168 James Alan St	Rfd 10/10/25	\$ 500.00
18065	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 198,397.39	Med Insurance/City & Dist 10/25	18061346	\$ 198,397.39
18066	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	\$ 17,141.58	Med Insurance/West Comm 10/25	18061575	\$ 17,141.58
18067	2280 - REYES, SANTIAGO	\$ 500.00	Refund/Recycling Deposit/CDD-25-257/6222 Ferne Ave	Rfd 10/10/25	\$ 500.00
18068	2721 - ROKAH, SHIMON	\$ 1,488.13	Refund/Plan Check Fees/BS-25-1358	Rfd 10/10/25	\$ 1,488.13
18069	2720 - SADLER, RONALD	\$ 500.00	Refund/Recycling Deposit/CDD-25-52/5576 Corporate Ave	Rfd 10/10/25	\$ 500.00
18070	2170 - US BANK	\$ 746.04	PD Hotel/Canine Conference/TM 8/25-8/28	0076 9/10/25	\$ 746.04

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
18071	2170 - US BANK	\$ 45.00	PD Reg/Police Motorcycle Training & Skills Competition/MM 9/10	0076(A) 9/10/25	\$ 45.00
18072	2170 - US BANK	\$ 45.00	PD Reg/Police Motorcycle Training & Skills Competition/BL 9/10	0076(B) 9/10/25	\$ 45.00
18073	2170 - US BANK	\$ 175.00	PD Reg/Ghost Guns/Identification to Filing Charges/SC 9/30	0076(C) 9/10/25	\$ 175.00
18074	2170 - US BANK	\$ 75.00	Job Ad/CPRS/Recreation Leader IV 8/14	0205 9/10/25	\$ 75.00
18075	2170 - US BANK	\$ 300.00	Dues/Public Agency Risk Mgmt Assoc/HR 7/1/25-6/30/26	0205(A) 9/10/25	\$ 300.00
18076	2170 - US BANK	\$ 44.16	W/C Meals(4)/Oral Board/Dispatcher 8/11	0781 9/10/25	\$ 44.16
18077	2170 - US BANK	\$ 36.04	W/C Folders(10)/Returned 8/13	0781(A) 9/10/25	\$ 36.04
18078	2170 - US BANK	\$ 32.22	W/C Folders(10)/Returned 8/14	0781(B) 9/10/25	\$ 32.22
18079	2170 - US BANK	\$ 128.90	W/C Dispatch Headsets(2) 8/14	0781(C) 9/10/25	\$ 128.90
18080	2170 - US BANK	\$ (36.04)	W/C Credit/Folders(10)/Returned	0781(D) 9/10/25	\$ (36.04)
18081	2170 - US BANK	\$ 36.04	W/C Folders(10) 8/18	0781(E) 9/10/25	\$ 36.04
18082	2170 - US BANK	\$ 17.40	W/C Sub/Business Analytics/Reporting Software 8/7-9/6	0781(F) 9/10/25	\$ 17.40
18083	2170 - US BANK	\$ (32.22)	W/C Credit/Folders(10)/Returned 8/20	0781(G) 9/10/25	\$ (32.22)
18084	2170 - US BANK	\$ 136.99	W/C Svc/Satellite TV 8/25-9/24	0781(H) 9/10/25	\$ 136.99
18085	2170 - US BANK	\$ 15.28	W/C Dispatch Headset Cables(2) 8/28	0781(I) 9/10/25	\$ 15.28
18086	2170 - US BANK	\$ 26.88	W/C Data Storage/Amazon Cloud 8/25	0781(J) 9/10/25	\$ 26.88
18087	2170 - US BANK	\$ 1,998.00	W/C Reg/2025 Central Square Conference/LM & CF 3/15-3/18	0781(K) 9/10/25	\$ 1,998.00
18088	2170 - US BANK	\$ 150.00	W/C Reg/Critical Incident Response for Peer Support/MP 11/6	0781(L) 9/10/25	\$ 150.00
18089	2170 - US BANK	\$ 36.59	PD Gatorade(36 Bottles)/Water(24 Bottles)/Ice(1 Bag) 8/21	1378 9/10/25	\$ 36.59
18090	2170 - US BANK	\$ 6.00	Sub/OC Register Online/IK 8/21/25-5/31/27	2379 9/10/25	\$ 6.00
18091	2170 - US BANK	\$ 595.00	Reg/2025 Government Tax Webinar/DM 12/9-12/10	3071 9/10/25	\$ 595.00
18092	2170 - US BANK	\$ 450.00	Sub/Real Estate Data Platform/Economic Development/CW 8/25	3630 9/10/25	\$ 450.00
18093	2170 - US BANK	\$ 800.00	Dues/CA Assoc for Local Economic Development/CW 8/1/25-7/31/26	3630(B) 9/10/25	\$ 800.00
18094	2170 - US BANK	\$ 93.35	PD Dog Food(1 Bag)/Bono 8/16	4289 9/10/25	\$ 93.35
18095	2170 - US BANK	\$ 69.00	Reg/First Aid/CPR/JS 8/13	5178 9/10/25	\$ 69.00
18096	2170 - US BANK	\$ 60.00	PD Dues/CA Assoc of Property & Evidence/MP 9/24/25-9/23/26	5380 9/10/25	\$ 60.00
18097	2170 - US BANK	\$ 60.00	PD Dues/CA Assoc of Property & Evidence/NB 9/24/25-9/23/26	5380(A) 9/10/25	\$ 60.00

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
18098	2170 - US BANK	\$ 51.38	Facebook Ad(1)/City Events 8/9-8/15	5530 9/10/25	\$ 51.38
18099	2170 - US BANK	\$ 110.00	Sub/Mailchimp/Email Distribution 8/25	5530(A) 9/10/25	\$ 110.00
18100	2170 - US BANK	\$ 80.12	Meals(8)/Pieology/Council Meeting 8/25	5530(B) 9/10/25	\$ 80.12
18101	2170 - US BANK	\$ 147.30	Meals(8)/Board & Brew/Council Meeting 9/8	5530(C) 9/10/25	\$ 147.30
18102	2170 - US BANK	\$ 18.45	Disinfectant Wipes(225)/Bubble Mailers(10)/Admin 8/26	6013 9/10/25	\$ 18.45
18103	2170 - US BANK	\$ 83.20	Reg/Basic Code Enforcement Course/HM 9/8-9/12	6323 9/10/25	\$ 83.20
18104	2170 - US BANK	\$ 154.50	Sub/Property Data/Code Enforcement & Planning 8/25	6323(B) 9/10/25	\$ 154.50
18105	2170 - US BANK	\$ 8.18	PD Academic Planner(1)/JM 8/12	6557 9/10/25	\$ 8.18
18106	2170 - US BANK	\$ 39.82	PD Binders(6) 8/13	6557(A) 9/10/25	\$ 39.82
18107	2170 - US BANK	\$ 64.17	PD Disposable Shoe Covers(300)/Jail 8/29	6557(B) 9/10/25	\$ 64.17
18108	2170 - US BANK	\$ 191.54	PD Water Filters(2)/Hydration Stations 9/8	6557(C) 9/10/25	\$ 191.54
18109	2170 - US BANK	\$ 119.40	PD Sub/Social Media Graphic Design/TZ 8/14/25-8/13/26	6696 9/10/25	\$ 119.40
18110	2170 - US BANK	\$ 34.66	PD Greeting Cards(128) 8/19	6696(A) 9/10/25	\$ 34.66
18111	2170 - US BANK	\$ 124.45	Lunch Meeting(7)/Yucatan Grill/Executive Team 8/12	7052 9/10/25	\$ 124.45
18112	2170 - US BANK	\$ 29.85	Sub/San Jose Mercury News Online/Cancelled	7052(A) 9/10/25	\$ 29.85
18113	2170 - US BANK	\$ 100.00	Ad/Elementary Schools/5K Family Run 8/20	7072 9/10/25	\$ 100.00
18114	2170 - US BANK	\$ 165.00	Dues/CA Park & Rec Society/AT 9/1/25-8/31/26	7072(A) 9/10/25	\$ 165.00
18115	2170 - US BANK	\$ 29.08	Supplies/Sr Center 9/2	7072(B) 9/10/25	\$ 29.08
18116	2170 - US BANK	\$ 30.66	Food/Sr Center 9/5	7072(C) 9/10/25	\$ 30.66
18117	2170 - US BANK	\$ 62.45	Supplies/Sr Center 9/8	7072(D) 9/10/25	\$ 62.45
18118	2170 - US BANK	\$ 48.45	Supplies/Sr Center 9/5	7072(E) 9/10/25	\$ 48.45
18119	2170 - US BANK	\$ 33.87	Supplies/Sr Center 9/8	7072(F) 9/10/25	\$ 33.87
18120	2170 - US BANK	\$ 34.95	Supplies/Sr Center 9/5	7072(G) 9/10/25	\$ 34.95
18121	2170 - US BANK	\$ 42.00	Dues/Women In Leisure Services/AT 9/8/25-9/7/26	7072(H) 9/10/25	\$ 42.00
18122	2170 - US BANK	\$ 45.19	Supplies/Sr Center 9/8	7072(I) 9/10/25	\$ 45.19
18123	2170 - US BANK	\$ 37.70	Supplies/Community Center 8/13	8543 9/10/25	\$ 37.70
18124	2170 - US BANK	\$ 32.16	Food/Playground/Kids Night Out 8/15	8543(A) 9/10/25	\$ 32.16

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
18125	2170 - US BANK	\$ 17.00	Supplies/Teen Program 8/26	8543(B) 9/10/25	\$ 17.00
18126	2170 - US BANK	\$ 30.00	Reg/CA Park & Rec Leader Training/SB & NH & SD 9/27	8543(C) 9/10/25	\$ 30.00
18127	2170 - US BANK	\$ 10.00	Reg/CA Park & Rec Leader Training/US 9/27	8543(D) 9/10/25	\$ 10.00
18128	2170 - US BANK	\$ 69.00	Reg/First Aid/CPR/GZ 9/3	8550 9/10/25	\$ 69.00
18129	2170 - US BANK	\$ 52.31	Folding Bench(1)/Lexington Jr High Gym 8/15	8550(A) 9/10/25	\$ 52.31
18130	2170 - US BANK	\$ 53.85	PD Motor Gloves(2) 9/4	8578 9/10/25	\$ 53.85
18131	2170 - US BANK	\$ 1,260.00	Svc/Quickbase/Bldg/Public Works 9/5-10/4	8756 9/10/25	\$ 1,260.00
18132	2170 - US BANK	\$ 64.64	Webcam(1)/Engineering/DC 8/13	9131 9/10/25	\$ 64.64
18133	2170 - US BANK	\$ 10.00	Svc/Box/Staff Document Review/Engineering 8/29-9/28	9131(A) 9/10/25	\$ 10.00
18134	2170 - US BANK	\$ 11.83	Binders(3)/Sr Center 8/11	9213 9/10/25	\$ 11.83
18135	2170 - US BANK	\$ 10.76	Beverage Signs(1)/Sr Center 8/11	9213(A) 9/10/25	\$ 10.76
18136	2170 - US BANK	\$ 32.31	Photo Backdrop(1)/Sr Center 8/11	9213(B) 9/10/25	\$ 32.31
18137	2170 - US BANK	\$ (10.76)	Erroneous Charge/Returned 8/15	9213(C) 9/10/25	\$ (10.76)
18138	2170 - US BANK	\$ 38.19	Steam Table Pan(1)/Sr Center 8/15	9213(D) 9/10/25	\$ 38.19
18139	2170 - US BANK	\$ 52.79	Decor/Sr Center 8/15	9213(E) 9/10/25	\$ 52.79
18140	2170 - US BANK	\$ 6.99	Supplies/Sr Center 8/27	9213(F) 9/20/25	\$ 6.99
18141	2170 - US BANK	\$ 86.19	Rolling TV Stand/Cart(1)/Sr Center 9/4	9213(G) 9/10/25	\$ 86.19
18142	2170 - US BANK	\$ 10.00	Reg/CA Park & Rec Society/Rec Leader Training/LA 9/27	9693 9/10/25	\$ 10.00
18143	2170 - US BANK	\$ 10.00	Reg/CA Park & Rec Society/Rec Leader Training/CM 9/27	9693(A) 9/10/25	\$ 10.00
18144	2170 - US BANK	\$ 141.06	PD Cell Phone Cases(4)/Screen Protectors(4) 9/4	9844 9/10/25	\$ 141.06
18145	2170 - US BANK	\$ 71.60	PD Flash Drives(5) 9/9	9844(A) 9/10/25	\$ 71.60
18146	2170 - US BANK	\$ 148.32	Erroneous Charge/Reimbursed/AS 9/19	5350 9/10/25	\$ 148.32
18147	2170 - US BANK	\$ 299.88	Sub/Online IT Security Instructional Training 9/6/25-9/6/26	5350(A) 9/10/25	\$ 299.88
18148	2170 - US BANK	\$ 779.88	Sub/Adobe Creative Cloud/Print Shop 9/5/25-9/4/26	5350(B) 9/10/25	\$ 779.88
68821	259 - 1ST JON, INC	\$ 906.39	Rent/Restrooms(2)/Hand Wash Station(1)/Symphony on the Go 8/15	135134	\$ 906.39
68822	1346 - A1 TEST ONLY & SMOG	\$ 45.00	Svc/Smog Test/Unit #124	1191294 9/3/25	\$ 45.00
68823	2416 - A3 COMMUNICATIONS, INC BLUE VIOLET NETWORKS	\$ 38,679.21	Install/Security Cameras/Oak Knoll Park 7/25	S78155_370_482	\$ 38,679.21

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68824	270 - AITHAL, DARSHINI	\$ 752.70	Instruct/Chair Yoga 8/5-8/26 Instruct/Flow Yoga 8/5-8/25	8/26/25 8/25/25	\$ 518.70 \$ 234.00
68825	130335 - AKM CONSULTING ENGINEERS	\$ 170,408.00	Design/Pump Station #1 7/25 Design/Pump Station #1 8/25	0013580 0013625	\$ 94,191.50 \$ 76,216.50
68826	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 11,647.35	Crossing Guard Svcs(24 Hrs)/Orange & Grindlay 8/3-8/16 Crossing Guard Svcs(428.5 Hrs) 8/3-8/16	102607(A) 102607	\$ 617.76 \$ 11,029.59
68827	101016 - ANAHEIM UNION HIGH SCHOOL DISTRICT	\$ 2,937.50	Svc/Transport/Day Camp Excursions 7/9-7/30	64WI0026	\$ 2,937.50
68828	107008 - ANDERSON, GINGER	\$ 1,133.60	Instruct/Dance 3/24-6/2	6/2/25	\$ 1,133.60
68829	110860 - AT&T	\$ 1,324.60	W/C Svc/Priority Radio Line 8/25	00024006986	\$ 1,324.60
68830	110860 - AT&T	\$ 3,497.43	Cell Svc/Maint 8/25 Cell Svc/PD 8/25 PD CIB Callyo Body Wire 8/25 PD Svc/Mobile Data 8/25 Svc/Engineering Mobile Hotspots 8/25 Svc/Planning iPads 8/25 Wireless Svc/Sewer Truck & Myra Pump Station #2 8/25	8/25(E) 8/25(I) 8/25(D) 8/25(H) 8/25(G) 8/25(F) 8/25(C)	\$ 53.19 \$ 1,196.26 \$ 61.77 \$ 1,996.06 \$ 80.48 \$ 66.44 \$ 43.23
68831	110860 - AT&T	\$ 4.43	2481347232-Admin Phone Svc 9/25	9/25	\$ 4.43
68832	110860 - AT&T	\$ 1.84	East Wing Fax Line 8/25	8/25(B)	\$ 1.84
68833	252 - AUTO ZONE, INC	\$ 186.44	Replace/Electronic Throttle Body/Unit #124	0552170395	\$ 186.44
68834	109354 - B & M LAWN & GARDEN, INC	\$ 114.53	Muffler(1)/Spark Plug Screens(2)/Cooling Plate(1) 8/7 Screw Plugs(5)/Filters(2) 8/5	690798 690496	\$ 70.75 \$ 43.78
68835	109327 - BEE REMOVERS - HONEYCOTT, INC	\$ 125.00	Svc/Bee Inspection 9/2	603655	\$ 125.00
68836	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 13,117.74	Insurance/Dental & Vision/City & Dist 9/25 Insurance/Dental & Vision/West Comm 9/25 Insurance/Vision Claims/City & Dist & West Comm 8/25	B0K68S B0K6YZ B0K90J	\$ 9,024.60 \$ 900.85 \$ 3,192.29
68837	1479 - BENNETT-BOWEN & LIGHTHOUSE, INC	\$ 308.01	Vehicle Amber Light(2) 8/22	3037520	\$ 308.01
68838	2623 - BLUE TRITON BRANDS INC PRIMO BRANDS CORP	\$ 226.60	Comm Center Bottled Water 7/25 PD Bottled Water 7/25 Sr Center Bottled Water 7/25 W/C Bottled Water 8/25	05H8710321118 05H8710163639 05H8710321117 0518710320455	\$ 39.91 \$ 116.24 \$ 17.46 \$ 52.99
68839	2205 - BP FORD OF LONG BEACH	\$ 255.89	Seal(1)/Gasket(1) 8/12 Shift Cover Plate(1) 8/19	226173FOW 226342FOW	\$ 31.27 \$ 224.62
68840	866 - C3 OFFICE SOLUTIONS	\$ 48.68	W/C Copier Svc/Supplies 8/3-9/2	INV205361	\$ 48.68
68841	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 751.35	PD Blood/Alcohol Tests(5) 8/25	3003	\$ 751.35

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68842	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 3,890.79	W/C CAD/RMS Ethernet Services 9/5-10/4 W/C Svc/Internet 8/25	187630201090125 21846501090125	\$ 1,295.17 \$ 2,595.62
68843	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	\$ 30,000.00	Svc/City Strategic Communications Support 7/25 Svc/City Strategic Communications Support 8/25 Svc/Recreation Strategic Communications Support 7/25 Svc/Recreation Strategic Communications Support 8/25	25-1195 25-1224 25-1196 25-1223	\$ 10,000.00 \$ 10,000.00 \$ 5,000.00 \$ 5,000.00
68844	115003 - COUNTY OF ORANGE	\$ 2,599.92	W/C Svc/OCSD Comm Charges/800 MHz Radio 7/1/25-9/30/25	STCS003579	\$ 2,599.92
68845	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT OCSD	\$ 24,357.19	PD Svc/OCSD Comm Charges/800 MHz Radio 7/1/25-9/30/25	STCS003560	\$ 24,357.19
68846	1622 - DANIELS TIRE SERVICE, INC	\$ 519.89	PD Vehicle Tires(4) 8/14	200546731	\$ 519.89
68847	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 32.00	Svc/Fingerprints(1)/City 7/25	836133	\$ 32.00
68848	345 - DISCOUNT TIRE STORE	\$ 80.00	Svc/Wheel Alignment/Unit #618	103011365	\$ 80.00
68849	1296 - EDCO CNG	\$ 3,526.29	Natural Gas(41.55 Gls)/Sewer Truck(1) 7/16-7/31 Natural Gas(414.86 Gls)/Sweepers(2) 8/1-8/15 Natural Gas(574.67 Gls)/Sweepers(2) 7/16-7/31	08012025-6A(A) 08202025-6A 08012025-6A	\$ 142.10 \$ 1,418.82 \$ 1,965.37
68850	2231 - ELYSIAN ARTS & EVENTS, LLC KIMBERLY DOWNEY ESMOND	\$ 4,265.79	Instruct/Dance 6/18-8/26	8/26/25	\$ 4,265.79
68851	157 - ENTERPRISE RENT-A-CAR CO LOS ANGELES	\$ 3,983.93	PD Rental Car(1) 6/22-7/21 PD Rental Car(1) 6/21-7/21 PD Rental Car(1) 7/21-8/20	39558246 39558246(B) 39810152(A)	\$ 1,520.97 \$ 1,231.48 \$ 1,231.48
68852	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	\$ 683.56	PD Exam Gloves(6K) 8/27	INV672585	\$ 683.56
68853	2508 - EWING IRRIGATION PRODUCTS INC	\$ 1,030.80	Irrigation Controller(1)/PVC Cement(1 Qt)/Misc 8/26 Irrigation Controller(1)/Sprinklers(5)/Laurel Park 7/24 Irrigation Couplings(12) 8/18 Irrigation PVC Pipes(5) 7/31 Irrigation PVC Pipes(51) 8/7 Irrigation Valves(2) 8/12	27411346 26997127 27311694 27082395 27174081 27239548	\$ 249.90 \$ 192.75 \$ 228.19 \$ 26.81 \$ 80.51 \$ 252.64
68854	104530 - EXPERIAN	\$ 100.00	PD Credit Reports 8/25	6000122648	\$ 100.00
68855	2235 - FACILITY SOLUTIONS GROUP, INC	\$ 990.39	LED Light Bulbs(7)/City Hall 8/19	5572755-00	\$ 990.39
68856	2461 - FCG CONSULTANTS INC	\$ 13,224.69	Inspect/Street Improvements/Sycamore Creek Charter School 7/25	1135-1013S	\$ 13,224.69
68857	2132 - FERGUSON ENTERPRISES LLC	\$ 34.06	Internal Pipe Cleanouts(2) 8/12	5650852	\$ 34.06
68858	2302 - FIFTH ASSET INC DEBTBOOK	\$ 11,000.00	Svc/Lease & Subscription Based IT Mgmt 8/8/25-8/7/26	DB2005428	\$ 11,000.00
68859	100594 - FIVE STAR FIRE PROTECTION INC	\$ 763.71	Inspect/Fire Suppression System/Maint Yard 7/21	74176	\$ 763.71
68860	798 - FORENSIC NURSE SPECIALISTS, INC	\$ 2,100.00	PD Assault Exam(1)/DR #25-01976 8/28 PD Assault Exam(1)/DR #25-02014 8/24	6349(A) 6349	\$ 600.00 \$ 1,500.00
68861	1115 - FRONTIER	\$ 3,701.36	W/C Phone Svc/5627955413 9/25	9/25(A)	\$ 3,701.36

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68862	119018 - GOLDEN STATE WATER COMPANY	\$ 6,695.41	Svc/Parkway Maint 8/25	8/25(B)	\$ 6,695.41
68863	123002 - GRAINGER	\$ 233.79	Batteries(4)/Maint Yard 8/20	9614849728	\$ 136.89
			Brass Tags(50)/Key Rings(50) 7/30	9589242859	\$ 44.49
			Padlock(1)/Cedar Glen Park 8/12	9603043648	\$ 52.41
68864	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	\$ 11,077.40	Software Maint/City Website 10/1/25-9/30/26	213574	\$ 11,077.40
68865	1965 - GREENFIELDS OUTDOOR FITNESS, INC	\$ 1,341.32	Repair/Fitness Equip(16 Pcs)/Misc/Lexington & Mackay Parks 9/4	S30348	\$ 1,341.32
68866	110815 - GRIFFIN STRUCTURES INC	\$ 17,816.40	Construct Mgmt/Arnold Cypress Park Rehab 7/25	GSI_CACPR448-20	\$ 17,816.40
68867	1464 - HANLEY CHESS ACADEMY	\$ 1,560.00	Instruct/Chess 7/22-8/26	8/26/25	\$ 1,560.00
68868	2560 - LANMOR SERVICES CBG MIDWEST	\$ 8,404.37	Install/Cameras/PD Interview Room 8/6-8/7	INV-12167	\$ 8,404.37
68869	122069 - LIEBERT CASSIDY WHITMORE	\$ 16,329.00	Legal Svc/HR Matter #CY020-00043 7/25	302717	\$ 2,839.50
			Legal Svc/HR Matter #CY020-00045 7/25	302716	\$ 467.50
			Legal Svc/HR Matter #CY020-00045 8/25	305059	\$ 85.00
			Legal Svc/HR Matter #CY020-00046 7/25	302715	\$ 3,995.00
			Legal Svc/HR Matter #CY020-00046 8/25	305058	\$ 8,942.00
68870	2482 - MAINTEX, INC	\$ 537.54	Disposable Gloves(4K) 8/12	1145255-01	\$ 456.86
			Graffiti Remover(12 Cans) 8/18	1145255-00	\$ 80.68
68871	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII	\$ 3,627.90	PD PACE Shirts(556) 9/2	110367	\$ 3,627.90
68872	111271 - MAR-CO EQUIPMENT CO	\$ 1,383.66	Sweeper Gutter Broom Cylinder(1)/Filters(3) 7/27	210210	\$ 794.00
			Sweeper In-Line Filters(2) 8/1	210330	\$ 533.76
			Sweeper Thermostat(1)/Gaskets(2) 8/8	210458	\$ 55.90
68873	113056 - MCMASTER CARR SUPPLY CO	\$ 44.08	Cap Nuts(10) 8/5	49905657	\$ 44.08
68874	2217 - MI JALISCO NURSERY INC	\$ 716.62	Trees(4)/Maple Grove North 8/12	5943	\$ 716.62
68875	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	\$ 29.00	PD Svc/Shooting Range(1)/SWAT 8/20	2133	\$ 29.00
68876	109269 - MILES, HILDA	\$ 1,020.50	Instruct/Hula Dance 7/22-8/28	8/28/25	\$ 1,020.50
68877	80 - MORRIS, LETICIA	\$ 425.10	Instruct/Zumba 8/2-8/30	8/30/25	\$ 425.10
68878	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	\$ 440.68	Brake Pads(2)/Brake Rotors(2)/Misc 8/21	489177	\$ 440.68
68879	672 - O'REILLY AUTO PARTS	\$ 445.54	Air Filters(6)/Cabin Filters(2)/Misc 8/11	3078-179596	\$ 313.10
			Fuel/Water Separators(2)/Air Filters(3)/Misc 8/18	3078-181325	\$ 132.44
68880	108944 - ODP BUSINESS SOLUTIONS OFFICE DEPOT	\$ 732.36	Supplies/Citywide 7/25	9/12/25	\$ 732.36
68881	129575 - PARKHOUSE TIRE INC	\$ 839.45	Vehicle Tires(2)/PD 7/29	1020296809	\$ 839.45
68882	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 4,550.00	Postage/City & Recreation Newsletter 10/25	10/25	\$ 4,550.00
68883	109069 - PROFORCE LAW ENFORCEMENT	\$ 769.34	PD Glock Handguns(2) 8/29	582627	\$ 769.34

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68884	2275 - PULSEWAY MMSOFT DESIGN LTD	\$ 1,671.60	Sub/IT Network Monitoring System 7/6/25-7/5/26	R-51721	\$ 1,671.60
68885	101148 - RED WING SHOE STORE	\$ 240.34	Safety Shoes/SVera 8/14	20250821025347	\$ 240.34
68886	109096 - S.C. SIGNS & SUPPLIES, LLC	\$ 1,302.70	Guard Rail Posts(3)/Bolts(32)/Misc 7/14	261681	\$ 448.24
			Rivets(300) 8/21	262218	\$ 338.34
			Special Signs(4)/Sign Posts(6) 8/5	261772	\$ 516.12
68887	106893 - SAFESHRED	\$ 40.00	W/C Svc/Shredding 8/26	364041	\$ 40.00
68888	119141 - SANTA ANA RIVER FLOOD PROTECTION AGENCY	\$ 1,300.00	Dues/Santa Ana River Flood Protection Agency 2025-26	Dues 2025-26	\$ 1,300.00
68889	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	\$ 1,662.85	Reduced Pressure Backflow Preventors(2) 8/28	156963703-001	\$ 1,662.85
68890	119051 - SMART & FINAL (REC & PARKS)	\$ 99.39	Food/Playground/Kids Night Out 8/14	20002702 8/14/25	\$ 8.99
			Food/Sr Center 8/14	20034102 8/14/25	\$ 6.18
			Food/Sr Center 8/26	20263401 8/26/25	\$ 3.48
			Food/Sr Center 8/27	21175502 8/27/25	\$ 29.98
			Supplies/Emergency Bin/Comm Center 8/5	20034802 8/5/25	\$ 50.76
68891	108459 - SMART & FINAL-POLICE ACCT	\$ 263.94	PD Plates(375) 8/7	012901 8/7/25	\$ 40.20
			PD Supplies/Breakroom 8/28	027301 8/28/25	\$ 223.74
68892	119016 - SO CAL EDISON	\$ 27.52	700134894611 - Svc/Traffic Signal 8/25	8/25(A)	\$ 27.52
68893	119017 - SO CAL GAS CO	\$ 874.46	00840909006 Svc/Comm Center 8/25	8/25(G)	\$ 114.02
			12600890003 Svc/Maint Yard 8/25	8/25(F)	\$ 109.62
			13230923008 Svc/Storm Drain 8/25	8/25(E)	\$ 21.40
			18690942000 Svc/Sr Center 8/25	8/25(D)	\$ 380.87
			19530910009 Svc/City Hall 8/25	8/25(C)	\$ 248.55
68894	109312 - SONIC SOUNDS - VAZQUEZ, GONZALO	\$ 400.00	Svc/DJ/Sr Center Dance 9/12	2025-015	\$ 400.00
68895	543 - SORVILLO, BRYAN	\$ 8,680.00	Instruct/Group Tennis 8/4-8/29	8/29/25	\$ 8,008.00
			Instruct/Private Tennis 7/25	7/25	\$ 336.00
			Instruct/Private Tennis 8/25	8/25	\$ 336.00
68896	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 65.00	PD Svc/Shredding 8/25	288828	\$ 65.00
68897	116238 - STAPLES BUSINESS ADVANTAGE	\$ 876.00	Supplies/Citywide 7/25	9/12/25	\$ 876.00
68898	119024 - STATE COMP INSURANCE FUND	\$ 1,595.25	W/C Workers Comp Insurance 8/30-9/30	1002984914	\$ 1,595.25
68899	122963 - STERICYCLE INC	\$ 50.17	PD Med Waste Removal 9/25	8011806697	\$ 50.17
68900	2692 - THE BRIEFING ROOM LLC	\$ 1,970.05	PD Online Law Enforcement Training 9/1/25-8/31/26	1395	\$ 1,970.05
68901	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00	PD Svc/Employee Counseling 8/25	INV105639	\$ 1,000.00
68902	851 - THE UPS STORE, #5882	\$ 50.00	Svc/Fingerprints(2)/City 8/25	9/5/2025	\$ 50.00
68903	108908 - ULINE SHIPPING SUPPLY SPECIALISTS	\$ 169.20	Gloves(24)/Safety Glasses(24) 8/8	196366499	\$ 169.20

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
68904	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 128.00	Svc/DigAlert Tickets 8/25	820250234	\$ 128.00
68905	1992 - VOORHEES, RONDA	\$ 1,582.75	Instruct/Piano 8/4-8/27	8/27/25	\$ 1,582.75
68906	1993 - WATANABE , BRYCE I	\$ 1,618.50	Instruct/Karate 7/28-8/27	8/27/25	\$ 1,618.50
68907	2491 - WELLS FARGO FINANCIAL LEASING, INC	\$ 188.43	W/C Rental/Copier 9/6-10/5	5035583818	\$ 188.43
68908	2193 - WEST GROVE VOLLEYBALL, LLC	\$ 350.35	Instruct/Volleyball 8/3-8/24	8/24/25	\$ 350.35
68909	2058 - WHITE, LEANGELO	\$ 1,320.00	Tuition/Data Structures/Fall 2025	Tuit 9/12/25	\$ 1,320.00
68910	2273 - YOUNG REMBRANDTS NORTH ORANGE COUNTY BI DAN YU	\$ 748.80	Instruct/Youth Drawing 7/22-8/26	8/26/25	\$ 748.80
68911	2450 - Z3 SAFETY ACME WORKPLACE SAFETY	\$ 125.00	Supplies/First Aide Cabinet/Maint Yard 7/17	INV-9838	\$ 125.00
68912	0 - AGAPE DISCIPLE CHURCH	\$ 300.00	Refund/Facility Deposit/Contract #10700	Rfd 9/12/25	\$ 300.00
68913	0 - CHEN, ANDY	\$ 34.26	Refund/Princess Ballet/Jazz/Tap 8/20	Rfd 9/12/25	\$ 34.26
68914	0 - CYPRESS MOODYM 2022, LLC	\$ 50,000.00	Refund/Citrus Square/WQMP-21-5	Rfd 9/12/25	\$ 50,000.00
68915	0 - HARRINGTON, GLENN	\$ 269.00	Refund/Building Permit #BS-24-1743	Rfd 9/12/25	\$ 269.00
68916	0 - HARRINGTON, GLENN	\$ 500.00	Refund/Recycling Deposit/CDD-25-3/9475 Cambridge St	Rfd 9/12/25	\$ 500.00
68917	0 - JENG, RUTH	\$ 18.63	Refund/Princess Ballet 8/20	Rfd 9/12/25	\$ 18.63
68918	0 - JOHNSON, LEAYANA	\$ 967.00	Refund/Facility Deposit/Contract #10788	Rfd 9/12/25	\$ 967.00
68919	0 - KIM, SARAH	\$ 100.00	Refund/Facility Deposit/Contract #10774	Rfd 9/12/25	\$ 100.00
68920	0 - PANGANIBAN, CONCEPCION	\$ 100.00	Refund/Facility Deposit/Contract #10620	Rfd 9/12/25	\$ 100.00
68921	0 - PASCUAL, LIBERTY	\$ 300.00	Refund/Facility Deposit/Contract #10592	Rfd 9/12/25	\$ 300.00
68922	0 - THOMAS, JOLYNN	\$ 100.00	Refund/Facility Deposit/Contract #10813	Rfd 9/12/25	\$ 100.00
68923	0 - THORNTON, CHRISTINA	\$ 17.13	Refund/Children's Musical 8/20	Rfd 9/12/25	\$ 17.13
68924	0 - WESTERKAMP, ROBIN	\$ 300.00	Refund/Facility Deposit/Contract #10125	Rfd 9/12/25	\$ 300.00
68925	0 - WOO, JENNIFER	\$ 17.13	Refund/Princess Ballet 8/20	Rfd 9/12/25	\$ 17.13
68926	0 - YOON, JOSEPHINE	\$ 100.00	Refund/Facility Deposit/Contract #10849	Rfd 9/12/25	\$ 100.00
68927	2115 - POWERDMS, INC	\$ 3,572.81	PD Software Maint/Field Training Officer 8/6/25-8/5/26	INV-138126	\$ 3,572.81
68928	106914 - ADMINISURE	\$ 3,689.00	Workers Comp Claims Admin 10/25	18202	\$ 3,689.00
68929	270 - AITHAL, DARSHINI	\$ 540.15	Instruct/Chair Yoga 9/2-9/16	9/16/25	\$ 423.15
			Instruct/Flow Yoga 9/8-9/15	9/15/25	\$ 117.00

**City of Cypress
Payment Register
09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
68930	129660 - ALAN'S LAWNMOWER & GARDEN SUPPLY	\$ 179.22	Chain Loops(10)/Chainsaw Files(3) 9/2	99964	\$ 179.22
68931	101004 - ALL AMERICAN ASPHALT CORP	\$ 13,119.43	Final/Construct/Residential Street Resurfacing 7/25-8/25	211955	\$ 13,119.43
68932	105442 - ALL CITY MANAGEMENT SERVICE INC	\$ 16,832.42	Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 8/17-8/30	102861(A)	\$ 772.20
			Crossing Guard Svcs(623.94 Hrs) 8/17-8/30	102861	\$ 16,060.22
68933	1403 - ALL STAR ELITE SPORTS	\$ 1,499.43	Shirts/Youth(143)/Coaches(22)/Volleyball 9/15	5304	\$ 1,499.43
68934	2507 - AMPERAGE SECURITY INC	\$ 570.00	Svc/Troubleshoot/Mailroom Door/City Hall 7/2	1121	\$ 570.00
68935	1200 - ANNEALTA GROUP	\$ 3,400.00	Svc/City Planner 8/25	497-3650	\$ 3,400.00
68936	110860 - AT&T	\$ 3,254.57	9391033694-PW Phone Svc 8/25	8/25(J)	\$ 155.40
			9391033695-Civic Center Phone Svc 6/25-8/25	6/25-8/25	\$ 60.62
			9391033698-PW Phone Svc 8/25	8/25(K)	\$ 31.41
			Phone Svc/Multi-Line 8/13-9/12	8/13/25-9/12/25	\$ 3,007.14
68937	610 - AUTONATION TOYOTA BUENA PARK FIT KIT INC	\$ 178.43	Replace/Transmitter(1)/Key(1)/Unit #145	456482	\$ 178.43
68938	109327 - BEE REMOVERS - HONEYCOTT, INC	\$ 140.00	Svc/Bee Removal 9/9	603674	\$ 140.00
68939	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 9,551.50	Insurance/Life/LTD/STD/Optional 10/25	17417	\$ 9,551.50
68940	2623 - BLUE TRITON BRANDS INC PRIMO BRANDS CORP	\$ 243.27	Comm Center Bottled Water 8/14	051871031118	\$ 34.30
			PD Bottled Water 8/25	0518710163639	\$ 208.97
68941	102020 - CELEBRATIONS	\$ 808.40	Rent/Tables(24)/Chair(100)/2025 State of the City 10/14	14568	\$ 808.40
68942	1008 - CERTIFIX LIVE SCAN	\$ 20.00	W/C Svc/Fingerprinting(1) 8/20	108120	\$ 20.00
68943	123012 - CHARLES ABBOTT ASSOCIATES	\$ 18,622.50	Svc/National Pollutant Discharge Elimination/Program Mgmt 8/25	69315	\$ 15,405.00
			Svc/Water Quality Mgmt Program/Plan Checks 8/25	69314	\$ 3,217.50
68944	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 144.59	Svc/Cable TV 9/10-10/9	188680601090725	\$ 144.59
68945	115003 - COUNTY OF ORANGE	\$ 8,031.50	Parking Violations 8/25	8/25	\$ 6,552.50
			PD Svc/Automated Fingerprint Identification System 8/25	SH72223	\$ 1,479.00
68946	1622 - DANIELS TIRE SERVICE, INC	\$ 932.28	PD Vehicle Tires(7) 8/26	200547905	\$ 932.28
68947	116854 - DATA TICKET INC-MSB	\$ 1,064.90	Parking Citation Processing 8/25	183754	\$ 1,064.90
68948	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 130.00	Svc/Fingerprints(1)/PD 8/25	843119(A)	\$ 66.00
			Svc/Fingerprints(2)/City 8/25	843119	\$ 64.00
68949	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	\$ 64.00	Svc/Fingerprints(2)/West Comm 8/25	843441	\$ 64.00
68950	109280 - DIAL PRINTING-HMS INDUSTRIES INC	\$ 2,828.44	PD PACE Workbooks(700) 8/28	24292	\$ 2,828.44
68951	1296 - EDCO CNG	\$ 1,639.92	Natural Gas(479.51 Gls)/Sweepers(2) 8/16-8/31	0902025-6A(A)	\$ 1,639.92
68952	1488 - ENTERPRISE HOLDINGS INC	\$ 871.15	PD Rental Car(1) 7/7-8/6	39810152	\$ 871.15

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09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
68953	1770 - FAZE 1 CORP DBA PREMIER PIPE INC	\$ 7,410.71	Retention/Svc/Clean/CCTV/Inspect Sewer Lines	Retention 24-25	\$ 7,410.71
68954	2461 - FCG CONSULTANTS INC	\$ 34,658.31	Final/Inspect/Roof Recoating/PD & City Hall 7/25 Inspect/LED Street Light Replacement 7/25 Inspect/LED Street Light Replacement 8/25 Inspect/Street Improvements/Sycamore Creek Charter School 8/25 Inspect/Various Non-CIP Engineering Permits 8/25	1135-1012G 1135-1013T 1135-1014T 1135-1014S 1135-1014Q	\$ 1,596.27 \$ 4,416.12 \$ 2,741.04 \$ 12,275.82 \$ 13,629.06
68955	106039 - FEDERAL EXPRESS CORP	\$ 34.79	PD Svc/OC Clerk Recorder/Return Remote 9/8	898973685	\$ 34.79
68956	2712 - FIRST AMERICAN DATA TREE LLC	\$ 1,800.00	Sub/Property Data/Code Enforcement & Planning 9/1/25-8/31/26	20163600925	\$ 1,800.00
68957	1317 - GEORGE HILLS COMPANY INC	\$ 3,824.50	Admin Fee/Liability Claims 7/1/25-9/30/25	INV1032089	\$ 3,824.50
68958	119018 - GOLDEN STATE WATER COMPANY	\$ 104,666.85	Svc/Arnold Cypress Park 8/25 Svc/Athletic Fields 8/25 Svc/Civic Center 8/25 Svc/Community Center 8/25 Svc/Lexington Park 8/25 Svc/Maint Yard Landscaping 8/25 Svc/Parks Landscaping 8/25 Svc/Parkway Maint 8/25 Svc/Parkway Maint 9/25 Svc/Sr Center 8/25 Svc/Stanton Channel Berm 8/25	8/25(K) 8/25(D) 8/25(G) 8/25(H) 8/25(J) 8/25(E) 8/25(C) 8/25(L) 9/25 8/25(I) 8/25(F)	\$ 540.68 \$ 11,853.07 \$ 7,405.61 \$ 54.74 \$ 2,838.67 \$ 729.29 \$ 45,716.05 \$ 29,144.96 \$ 1,705.08 \$ 1,564.44 \$ 3,114.26
68959	123002 - GRAINGER	\$ 136.89	Batteries(4) 8/29	9625841540	\$ 136.89
68960	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	\$ 795.71	Svc/Video Stream/Council Meetings 9/25	213662	\$ 795.71
68961	110815 - GRIFFIN STRUCTURES INC	\$ 13,651.31	Final/Construct Mgmt/Arnold Cypress Park Rehab 8/25	GSICACPR448-21	\$ 13,651.31
68962	103008 - HARTZOG & CRABILL	\$ 3,007.50	Consult/Traffic Signal Cabinet Replacement 8/25 Svc/Monitor Traffic Signals 8/25	25-0349 25-0350	\$ 720.00 \$ 2,287.50
68963	117233 - HOME DEPOT CREDIT SVC-REC #0720	\$ 176.00	Supplies/Community Center 7/17 Supplies/Community Center 7/17	3023934 4010983	\$ 143.84 \$ 32.16
68964	102993 - ITERIS, INC	\$ 17,596.50	Inspect/Traffic Signal Cabinet Project 8/25	184272	\$ 17,596.50
68965	2039 - KELLY SPICERS INC KELLY SPICER STORES	\$ 171.72	Credit/Specialty Paper(.8 Rm)/Business Card Boxes(10) 9/22 Specialty Paper(.8 Rm)/Business Card Boxes(10) 9/22 Specialty Paper(.8 Rm)/Business Card Boxes(10) 9/22	12028256 12027312 12028260	\$ (171.72) \$ 171.72 \$ 171.72
68966	2417 - KIDZ TALENT ACADEMY LLC ANIYAH WILLIAMS	\$ 1,400.75	Instruct/Gymnastics & Tumbling 8/4-8/28	8/28/25	\$ 1,400.75
68967	2217 - MI JALISCO NURSERY INC	\$ 188.56	Plants(40) 9/10	6043	\$ 188.56
68968	50 - NATIONAL UNION FIRE INSURANCE COMPANY	\$ 910.00	Accident Insurance/Volunteers 9/4/25-9/4/26	SRG 0009114768B	\$ 910.00
68969	1597 - NEXXSOL CORPORATION	\$ 236.40	Sub/Adobe Acrobat Pro(3 Licenses) 2/14/25-2/14/26	3856	\$ 236.40
68970	107971 - NOVOTNY, RUDY	\$ 900.00	Svc/Announcer/2025 5K Run 10/4	10/4/25	\$ 900.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
68971	125336 - O C GANG INVESTIGATORS ASSOC - OCGIA	\$ 300.00	PD Reg/Law Enforcement Conference/JO & CP & CR 10/1	PD Reg 10/1/25	\$ 300.00
68972	672 - O'REILLY AUTO PARTS	\$ 312.03	Brake Rotors(2) 8/26 Light(1) 9/5	3078-183133 3078-185172	\$ 275.41 \$ 36.62
68973	100870 - POSTMASTER -CYPRESS POST OFFICE	\$ 370.00	Fee/Postage Permit #31/Bulk Mailing 11/8/25-11/7/26	Permit #3 25/26	\$ 370.00
68974	2236 - PROACTIVE WORK HEALTH SERVICES	\$ 1,035.00	DOT Test(1) 8/25 Pre-Place Physical(2)/City 8/25	032448(A) 032448	\$ 85.00 \$ 950.00
68975	112053 - PVP COMMUNICATIONS INC	\$ 1,302.70	PD Install/Communication Kit(1)/Motor Helmet 9/11	137067	\$ 1,302.70
68976	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	\$ 9,773.75	Consult/Affordable Housing/Citrus Square 8/25 Consult/Loan Processing/Myung & Pak 8/25 Svc/Affordable Housing Compliance Monitoring 8/25	14076 14106 14077	\$ 555.00 \$ 1,200.00 \$ 8,018.75
68977	2031 - SDI PRESENCE LLC	\$ 2,359.50	W/C Svc/Cloud Backup 8/25 W/C Svc/Monitor IT/CAD System 8/25 W/C Svc/Security Software 8/25	20315 20161 20300	\$ 792.00 \$ 1,417.50 \$ 150.00
68978	130328 - SHOETERIA	\$ 168.67	Safety Shoes(1)/JAgular 8/31	0091143IN	\$ 168.67
68979	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	\$ 122.97	Soil(2 CY)/Lexington Park 7/14	156050363-001	\$ 122.97
68980	119016 - SO CAL EDISON	\$ 117,504.16	700003851853 Svc/Parkways 8/25 700351486618 Svc/Willow Park 8/25 700370018870 - Svc/Traffic Signal 8/25 700428641933 Svc/Mackay Park 8/25 700564248438 Svc/Traffic Signals 8/25 700710877173 - Svc/Lexington Park 9/25 700921885822 - Svc/Arnold Cypress Park 8/25 Svc/Citywide 7/15-8/12	8/25(B) 8/25(D) 8/25(E) 8/25(H) 8/25(C) 9/25 8/25(G) 7/15/25-8/12/25	\$ 485.68 \$ 478.62 \$ 103.16 \$ 114.81 \$ 2,959.26 \$ 6,208.41 \$ 8,825.27 \$ 98,328.95
68981	122862 - STEVEN ENTERPRISES INC	\$ 121.85	Plotter Paper(200 Ft) 9/10	63826	\$ 121.85
68982	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00	PD Svc/Employee Counseling 9/25	INV106131	\$ 1,000.00
68983	2241 - THE EMBLEM AUTHORITY EMBLEMS INC	\$ 440.00	PD Badge Patches(250) 9/9	49653	\$ 440.00
68984	107127 - THE FLAG FACTORY	\$ 739.81	US Flags(9) 9/4	35741	\$ 739.81
68985	2070 - TWIST AND SHOUT EVENTS, INC	\$ 600.00	Svc/Air Brush & Balloon Artists/2025 Run 10/4	4627106018946899	\$ 600.00
68986	116933 - V & V MANUFACTURING INC	\$ 310.16	PD Repair/Badge(1) 9/18 PD Repair/Badges(2) 9/18	63110 63099	\$ 60.29 \$ 249.87
68987	129595 - VERIZON WIRELESS - CA	\$ 61.39	Cell Svc/Rec 9/25	9/25	\$ 61.39
68988	2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC	\$ 571.02	Off-Site Records Storage/Retrieval 9/25	5414386	\$ 571.02
68989	1962 - WEX HEALTH INC	\$ 82.50	Admin Fee/FSA 8/25	2222678IN	\$ 82.50
68990	423 - YORBA REGIONAL ANIMAL HOSPITAL	\$ 614.88	PD Vet Svcs/Bono 9/4	5438749547	\$ 614.88

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09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
68991	2044 - YOUTH EVOLUTION ACTIVITIES	\$ 404.95	Instruct/Youth Basketball 7/31-8/28	8/28/25	\$ 404.95
68992	1974 - YUNEX LLC	\$ 15,696.66	Repair/Signal Knockdown/Orangewood & Valley View 7/18	5610005960	\$ 2,824.58
			Repair/Traffic Signal 7/25	5610005958	\$ 7,490.38
			Traffic Signal Maint 7/25	90005039	\$ 5,381.70
68993	0 - CORONA, FRANKY	\$ 150.00	Refund/Facility Deposit/Contract #10282	Rfd 9/26/25	\$ 150.00
68994	0 - KIM, JIN KOOK	\$ 150.00	Refund/Facility Deposit/Contract #10366	Rfd 9/26/25	\$ 150.00
68995	0 - OEURN, MONYELLE	\$ 150.00	Refund/Facility Deposit/Contract #10325	Rfd 9/26/25	\$ 150.00
68996	0 - ORNELAS, LUINI	\$ 211.00	Refund/Musical Theater 9/10-12/10	Rfd 9/26/25	\$ 211.00
68997	0 - SOSA, MIGUEL	\$ 150.00	Refund/Facility Deposit/Contract #10320	Rfd 9/26/25	\$ 150.00
68998	0 - GLC CYPRESS LLC	\$ 17,424.79	Refund/5757 Plaza Drive/Project Review	Rfd 9/26/25	\$ 17,424.79
68999	0 - GLC CYPRESS LLC	\$ 4,208.00	Refund/5757 Plaza Drive/Preliminary Review	Rfd 9/26/25	\$ 4,208.00
69000	798 - FORENSIC NURSE SPECIALISTS, INC	\$ 1,300.00	PD Assault Exam(1) 6/8	6284	\$ 1,300.00
69001	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 1,250.00	Svc/Audio & Lighting/2025 Cypress 5K Run 10/4	100	\$ 1,250.00
69002	1570 - ADVANTAGE COLOR GRAPHICS ADVANTAGE MAILING, LLC	\$ 4,959.59	Svc/Print/City & Recreation Newsletter 10/25	241246	\$ 4,959.59

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
69003	100723 - ALESHIRE & WYNDER, LLP	\$ 44,660.28	Legal Svc/CA Aware 5/25	98116	\$ 69.42
			Legal Svc/CA Aware 8/25	98763	\$ 744.00
			Legal Svc/Engineering 7/25	98109	\$ 2,485.10
			Legal Svc/Engineering 8/25	98758	\$ 2,205.00
			Legal Svc/Finance 7/25	98110	\$ 137.50
			Legal Svc/Finance 8/25	98759	\$ 27.50
			Legal Svc/General Admin 7/25	98105	\$ 3,206.00
			Legal Svc/General Admin 8/25	98753	\$ 3,262.00
			Legal Svc/Housing 7/25	98113	\$ 987.40
			Legal Svc/Housing 8/25	98762	\$ 921.00
			Legal Svc/HR 7/25	98107	\$ 6,047.90
			Legal Svc/HR 8/25	98756	\$ 8,872.30
			Legal Svc/Makkouk 7/25	98115	\$ 569.80
			Legal Svc/Marquez 7/25	98118	\$ 288.20
			Legal Svc/Marquez 8/25	98765	\$ 16.60
			Legal Svc/Planning 7/25	98108	\$ 220.00
			Legal Svc/Planning 8/25	98757	\$ 55.00
			Legal Svc/Police 7/25	98112	\$ 262.68
			Legal Svc/Police 8/25	98761	\$ 1,405.00
			Legal Svc/Recreation 7/25	98111	\$ 990.00
			Legal Svc/Recreation 8/25	98760	\$ 110.00
			Legal Svc/Refuse 7/25	98114	\$ 122.80
			Litigation Svc/Esquivel 7/25	98313	\$ 951.70
			Litigation Svc/Esquivel 8/25	98767	\$ 3,997.20
			Litigation Svc/General Admin 7/25	98106	\$ 125.30
			Litigation Svc/General Admin 8/25	98755	\$ 510.30
			Litigation Svc/Kyler 7/25	98119	\$ 3,817.30
			Litigation Svc/Youngsma 7/25	98117	\$ 2,101.98
			Litigation Svc/Youngsma 8/25	98764	\$ 151.30
69004	2507 - AMPERAGE SECURITY INC	\$ 1,090.89	Lock Body(1) 7/9	1122	\$ 715.89
			Svc/Security System Update(3)/PW 8/7	1129	\$ 375.00
69005	533 - APPLIED CONCEPTS, INC	\$ 242.61	Replace/Traffic Stats Sensor(1)/Unit #682	463354	\$ 242.61
69006	1461 - ARROYO BACKGROUND INVESTIGATIONS-ERIC JASON ARR	\$ 3,000.00	W/C Svc/Background Checks(2) 10/3	3792	\$ 3,000.00
69007	110860 - AT&T	\$ 1,712.43	Credit/Svc/Internet 7/25	23865902(A)	\$ (1,357.96)
			Svc/Internet 8/25	24005828	\$ 1,040.18
			Svc/Internet 9/25	24155416	\$ 1,040.18
			W/C Svc/Priority Radio Line 9/25	24156574	\$ 990.03
69008	110860 - AT&T	\$ 3,386.81	Cell Svc/Maint 9/25	9/25(E)	\$ 53.19
			Cell Svc/PD 9/25	9/25(H)	\$ 1,085.44
			PD CIB Callyo Body Wire 9/25	9/25(D)	\$ 61.77
			PD Svc/Mobile Data 9/25	9/25(I)	\$ 1,996.26
			Svc/Engineering Mobile Hotspots 9/25	9/25(G)	\$ 80.48
			Svc/Planning iPads 9/25	9/25(F)	\$ 66.44
			Wireless Svc/Sewer Truck & Myra Pump Station #2 9/25	9/25(C)	\$ 43.23
69009	110860 - AT&T	\$ 4.43	2481347232-Admin Phone Svc 10/25	10/25	\$ 4.43
69010	110860 - AT&T	\$ 31.41	9391033696-PD Phone Svc 9/25	9/25(A)	\$ 31.41

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
69011	110860 - AT&T	\$ 1.84	East Wing Fax Line 9/25	9/25(B)	\$ 1.84
69012	252 - AUTO ZONE, INC	\$ 215.76	Brake Cleaner(7 Cans)/Lug Nuts(3)/Misc 9/24 Replace/Wiper Blades(2)/Unit #620 Shock Absorbers(2)/Wiper Fluid(6 Gls)/Hand Wash(1 Gl) 9/11	05521743048 05521742165 05521731129	\$ 47.98 \$ 38.77 \$ 129.01
69013	610 - AUTONATION TOYOTA BUENA PARK FIT KIT INC	\$ 407.46	Replace/Valve Sub-Assemblies/Unit #167	458984	\$ 407.46
69014	109354 - B & M LAWN & GARDEN, INC	\$ 117.44	Replace/Carburetor/Unit #1063	694589	\$ 117.44
69015	109327 - BEE REMOVERS - HONEYCOTT, INC	\$ 140.00	Svc/Bee Removal/Sr Center 9/23	603718	\$ 140.00
69016	1822 - BENEFITS COORDINATORS CORPORATION BCC	\$ 11,727.71	Insurance/Dental & Vision/City & Dist 10/25 Insurance/Dental & Vision/West Comm 10/25 Insurance/Vision Claims/City & Dist & West Comm 9/25	B0KHW9 B0KJ44 B0KJY0	\$ 9,123.05 \$ 937.55 \$ 1,667.11
69017	2623 - BLUE TRITON BRANDS INC PRIMO BRANDS CORP	\$ 405.77	Maint Bottle Water 7/25 Maint Bottled Water 8/25 Sr Center Bottled Water 9/25 W/C Bottled Water 9/25	05H8710321219 05I8710321219 05I8710321117 05J8710320455	\$ 132.17 \$ 196.12 \$ 23.59 \$ 53.89
69018	2205 - BP FORD OF LONG BEACH	\$ 197.57	Replace/Front Axel/Unit #609	227213FOW	\$ 197.57
69019	866 - C3 OFFICE SOLUTIONS	\$ 35.55	W/C Copier Svc/Supplies 9/3-10/2	INV207314	\$ 35.55
69020	103141 - CA FORENSIC PHLEBOTOMY, INC	\$ 751.35	PD Blood/Alcohol Tests(5) 9/25	3029	\$ 751.35
69021	122747 - CDW LLC CDW GOVERNMENT, LLC	\$ 3,841.16	W/C Uninterruptable Power Supply(6)/Dispatch Consoles 9/24	AG14U5T	\$ 3,841.16
69022	123012 - CHARLES ABBOTT ASSOCIATES	\$ 5,197.50	Svc/Engineering Plan Checks 8/25	69317	\$ 5,197.50
69023	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	\$ 4,733.61	Svc/Internet Access 9/16-10/15 W/C CAD/RMS Ethernet Connection 10/5-11/4 W/C Svc/Internet 9/25	187625401091425 187630201100125 218496501100125	\$ 1,568.99 \$ 1,295.17 \$ 1,869.45
69024	1796 - CHIEF LEADERSHIP-CHARLES CELANO AND ASSOCIATES LL	\$ 5,000.00	PD Svc/Leadership Coaching/Chief & Executive Staff 9/25	1366	\$ 5,000.00
69025	2381 - CITYGREEN CONSULTING, LLC	\$ 5,438.75	Consult/Solid Waste Program 8/25	1383-25-26-4	\$ 5,438.75
69026	114230 - CONCEPT SEATING LAACKE & JOYS COMPANY LLC	\$ 534.06	W/C Chair Parts(3)/Dispatch 10/6	13459	\$ 534.06
69027	1439 - CORODATA MEDIA STORAGE, INC	\$ 154.76	Offsite Data Storage 8/25	DS1312617	\$ 154.76
69028	629 - COSTCO WHOLESALE #748	\$ 117,923.02	Refund/Business License/Muni-Code 15-30 2025-26	CY54	\$ 117,923.02
69029	115003 - COUNTY OF ORANGE	\$ 1,104.51	PD Svc/OC Automated Telecommunications System 8/25	SH72262	\$ 1,104.51
69030	115003 - COUNTY OF ORANGE	\$ 15,768.96	Agreement/Animal Shelter 7/1/25-9/30/25	AC2690004	\$ 15,768.96
69031	1296 - EDCO CNG	\$ 1,988.90	Natural Gas(523.33 Gls)/Sweepers(2) 9/1-9/15 Natural Gas(58.22 Gls)/Sewer Truck(1) 9/1-9/15	0924025-6A 0924025-6A(A)	\$ 1,789.79 \$ 199.11

**City of Cypress
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
69032	1488 - ENTERPRISE HOLDINGS INC	\$ 4,855.08	PD Rental Car(1) 6/21-7/21 PD Rental Car(1) 6/22-7/22 PD Rental Car(1) 7/21-8/20 PD Rental Car(1) 8/6-9/5	39558246(B) 39810152(A) 39810152(B) 40051780	\$ 1,231.48 \$ 1,520.97 \$ 1,231.48 \$ 871.15
69033	104530 - EXPERIAN	\$ 100.00	PD Credit Reports 9/25	6000140088	\$ 100.00
69034	2235 - FACILITY SOLUTIONS GROUP, INC	\$ 48.66	Capacitor(1) 9/8	5578554-00	\$ 48.66
69035	2461 - FCG CONSULTANTS INC	\$ 18,331.65	Construct Mgmt/Concrete Rehab 8/25 Inspect/OC Sanitation Sewer Project/Permit #25-52 8/25 Svc/Project Mgmt/PW Engineering 8/25	1135-1014W 1135-1014X 1135-1014V	\$ 1,159.65 \$ 304.56 \$ 16,867.44
69036	100594 - FIVE STAR FIRE PROTECTION INC	\$ 453.88	Inspect/Fire Suppression System/Sr Center 7/15	74178	\$ 453.88
69037	1115 - FRONTIER	\$ 76.38	7148996947 - Phone Svc/Sewers 10/25	10/25	\$ 76.38
69038	997 - GALLARDO, NANCY	\$ 49.84	Mileage/New World User Meeting 9/23	Reimb 10/10/25	\$ 49.84
69039	1317 - GEORGE HILLS COMPANY INC	\$ 4,189.25	Admin Fee/Liability Claims 10/1/25-12/31/25	INV1032838	\$ 4,189.25
69040	119018 - GOLDEN STATE WATER COMPANY	\$ 12,276.72	Svc/Maint Yard Landscaping 9/25 Svc/Parkway Maint 9/25 Svc/Storm Drain 9/25	9/25(A) 9/25(C) 9/25(B)	\$ 49.87 \$ 11,240.50 \$ 986.35
69041	123002 - GRAINGER	\$ 841.50	Batteries(4) 9/10 Module Screws(12) 9/11 Thermostat Guards(4) 9/11	9636773963 9637053902 9636773955	\$ 122.11 \$ 530.65 \$ 188.74
69042	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	\$ 795.71	Svc/Video Stream/Council Meetings 10/25	215771	\$ 795.71
69043	1018 - GREEN HALO SYSTEMS INC-WASTETRACKING.COM	\$ 1,720.00	Svc/Waste Tracking System 10/25 Svc/Waste Tracking System 6/25 Svc/Waste Tracking System 7/25 Svc/Waste Tracking System 8/25 Svc/Waste Tracking System 9/25	6019 5746 5823 5886 5959	\$ 344.00 \$ 344.00 \$ 344.00 \$ 344.00 \$ 344.00
69044	1464 - HANLEY CHESS ACADEMY	\$ 1,196.00	Instruct/Chess 9/2-9/30	9/30/25	\$ 1,196.00
69045	111285 - HARDY & HARPER, INC	\$ 32,499.77	Retention/Construct/Orange Ave Rehab	24184RET	\$ 32,499.77
69046	1826 - HID GLOBAL CORPORATION CROSSMATCH	\$ 3,074.00	PD Software Maint/Fingerprint Readers 9/1/25-8/31/26	13502010098	\$ 3,074.00
69047	2646 - HINDERLITER DE LLAMAS & ASSOC HdL	\$ 2,550.00	Svc/Sales Tax Reporting 7/1/25-9/30/25	SIN054754	\$ 2,550.00
69048	128739 - HOME DEPOT CREDIT SVC-MAINT	\$ 2,109.56	Supplies/Maint 7/25 Supplies/Maint 8/25	10/10/25 10/10/25(A)	\$ 1,667.22 \$ 442.34
69049	1493 - IMPERIAL SPRINKLER SUPPLY HERITAGE LANDSCAPE SUPP	\$ 294.69	Irrigation Clamp Meter(1) 8/26	0022873363-001	\$ 294.69
69050	451 - IN-N-OUT BURGER	\$ 2,438.37	Final/Catering Truck/Employee Appreciation Lunch 10/22	E85965	\$ 2,438.37
69051	102993 - ITERIS, INC	\$ 2,150.00	Svc/Maintain CCTV Network 8/25	184348	\$ 2,150.00

**City of Cypress
Payment Register
09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
69052	125450 - KMBS USA INC KONICA MINOLTA	\$ 635.61	Copier Maint/Print Shop 7/1/25-9/30/25	9010616818	\$ 635.61
69053	2560 - LANMOR SERVICES CBG MIDWEST	\$ 904.30	Repair/Door/Dance Studio/Comm Center 9/15	INV-12202	\$ 335.55
			Repair/Lock/Community Room/Comm Center 9/15	INV-12203	\$ 335.00
			Svc/Inspect Kitchen Door/Comm Center 9/15	INV-12209	\$ 233.75
69054	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	\$ 353.60	PD Battery(1)/Seal Beach Borrowed Motorcycle 9/25	54612	\$ 270.80
			PD Replace/Headlight/Motor Unit #663	54561	\$ 82.80
69055	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII	\$ 52.20	Polo Shirts(2)/Recreation Staff 10/1	111280	\$ 52.20
69056	111271 - MAR-CO EQUIPMENT CO	\$ 515.40	Sweeper Valve Assemblies(2)/Plug Wires(1 Set)/Washers(10) 9/25	211459	\$ 515.40
69057	2716 - MEGA OUTDOOR MOVIES ULTIMATE ENTERTAINMENT LLC	\$ 634.00	Rent/Projector(1)/State of the City 10/14	50166351	\$ 634.00
69058	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	\$ 28.71	PD Svc/Shooting Range(1)/SWAT 9/24	2145-REV	\$ 28.71
69059	117056 - MINUTEMAN PRESS LOS ALAMITOS	\$ 289.51	Temporary No Parking Signs(800) 9/24	45532	\$ 289.51
69060	80 - MORRIS, LETICIA	\$ 280.80	Instruct/Zumba 9/6-9/27	9/27/25	\$ 280.80
69061	832 - MULTQUIP, INC	\$ 30,627.28	Air Compressor(1)/Maint Yard 9/18	94370583	\$ 15,761.29
			Asphalt Roller(1) 9/18	94370062	\$ 14,865.99
69062	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	\$ 959.35	Anti-Freeze(6 Gls) 8/28	489420	\$ 54.24
			Refrigerant(1 Can)/Hand Cleaner(Gl)/Misc 8/28	489420(A)	\$ 79.06
			Refrigerant(2 Cans)/Hand Cleaner(1 Gl)/Misc 8/28	489419	\$ 88.10
			Wiper Blades(12)/Brake Pads(3)/Misc 9/10	490046	\$ 737.95
69063	672 - O'REILLY AUTO PARTS	\$ 1,334.97	Brake Rotors(2) 8/25	3078-182889(A)	\$ 339.61
			Credit/Brake Rotors(2) 8/25	3078-183031	\$ (339.61)
			Disc Brake Pad(1) 8/25	3078-182889	\$ 64.51
			Replace/Battery(1)/Unit #369	3078-187819	\$ 110.44
			Replace/Battery(1)/Unit #619	3078-186895	\$ 215.96
			Struts(2)/Brake Rotors(2)/Misc 9/8	3078-184737(A)	\$ 811.83
			Sweeper Air Filters(2) 9/8	3078-184737	\$ 132.23
69064	2715 - OCY MANAGEMENT, LLC	\$ 14,145.00	Sr Center/Nutrition Program 7/25	7503025	\$ 2,085.00
			Sr Center/Nutrition Program 8/25	8503025	\$ 1,740.00
			Taxi Vouchers/Sr Center 7/25	7501025	\$ 5,325.00
			Taxi Vouchers/Sr Center 8/25	8501025	\$ 4,995.00
69065	1970 - PERFORMANCE PICKLEBALL, LLC	\$ 468.00	Instruct/Pickleball 9/3-9/24	9/24/25	\$ 468.00
69066	1825 - PRISM PUBLIC RISK INNOVATION SOLUTIONS & MGMT	\$ 1,316.98	EAP/City and West Comm(409) 10/1/25-12/31/25	26401041	\$ 1,316.98
69067	2218 - READWRITE EDUCATIONAL SOLUTIONS INC	\$ 520.65	Instruct/Reading & Math Development 9/3-9/24	9/24/25	\$ 520.65
69068	1322 - REMARKABLE MOVIE NIGHTS	\$ 800.00	Rent/Projection Screen(1)/State of the City 10/14	1025	\$ 800.00
69069	122088 - RIO HONDO COLLEGE - ACCT OFFICE	\$ 89.00	PD Reg/Field Training Officer/ME 10/27-10/31	PD Reg 10/27-31	\$ 89.00
69070	112104 - RIVERSIDE COUNTY SHERIFF'S DEPT-BCPSTC	\$ 760.00	PD Reg/Firearms Instructor Course/HM 10/6-10/10	PD Reg 10/6-10	\$ 760.00

**City of Cypress
Payment Register
09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
69071	106893 - SAFESHRED	\$ 40.00	W/C Svc/Shredding 9/23	364857	\$ 40.00
69072	100453 - SAGONA'S ALL CITY BACKFLOW	\$ 1,540.00	Svc/Test & Certify/Backflow Devices(11)/Various Locations 7/25	109421	\$ 605.00
			Svc/Test & Certify/Backflow Devices(11)/Various Locations 7/25	109422	\$ 605.00
			Svc/Test & Certify/Backflow Devices(6)/Various Locations 7/29	109410	\$ 330.00
69073	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	\$ 5,059.90	Irrigation Sprinklers(510)/Elbows(150)/Misc 9/23	157268172-001	\$ 5,059.90
69074	119051 - SMART & FINAL (REC & PARKS)	\$ 105.38	Food/Playground/Kids Night Out 9/17	20191401 9/17/25	\$ 35.75
			Supplies/5K Run 9/30	20078501 9/30/25	\$ 55.51
			Supplies/Playground/Kids Night Out 9/17	20192401 9/17/25	\$ 14.12
69075	108459 - SMART & FINAL-POLICE ACCT	\$ 563.81	PD Food/CERT Training 9/14	0195039 9/14/25	\$ 119.94
			PD Food/CERT Training 9/8	019701 9/8/25	\$ 175.55
			PD Plates(125)/Hot Cups(1K)/Breakroom 9/25	050301 9/25/25	\$ 155.29
			PD Supplies/Breakroom 9/11	063301 9/11/25	\$ 113.03
69076	119016 - SO CAL EDISON	\$ 30.37	700134894611 - Svc/Traffic Signal 9/25	9/25(A)	\$ 30.37
69077	119017 - SO CAL GAS CO	\$ 875.82	00840909006 Svc/Comm Center 9/25	9/25(E)	\$ 128.32
			08131074000 Svc/Storm Drain 9/25	9/25	\$ 24.61
			12600890003 Svc/Maint Yard 9/25	9/25(D)	\$ 119.50
			13230923008 Svc/Storm Drain 9/25	9/25(C)	\$ 22.40
			18690942000 Svc/Sr Center 9/25	9/25(B)	\$ 401.93
			19530910009 Svc/City Hall 9/25	9/25(A)	\$ 179.06
69078	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	\$ 65.00	PD Svc/Shredding 9/22	290688	\$ 65.00
69079	1241 - SPECTRUM SECURITY GROUP LLC	\$ 229.43	Keys(14)/Comm Center 8/20	R18399	\$ 229.43
69080	119024 - STATE COMP INSURANCE FUND	\$ 1,595.25	W/C Workers Comp Insurance 9/30-10/30	1002984915	\$ 1,595.25
69081	122862 - STEVEN ENTERPRISES INC	\$ 704.19	Plotter Ink(4 Cartridges)/Paper(600 Ft)/Comm Center 10/2	64347	\$ 704.19
69082	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	\$ 13,552.00	Svc/Graffiti Removal/Streets & Parks 7/25	18488	\$ 7,084.00
			Svc/Graffiti Removal/Streets & Parks 8/25	18516	\$ 6,468.00
69083	1348 - SUPPLY SOLUTIONS-SIGNAL HILL AUTO ENTERPRISES, INC	\$ 946.73	Trash Can Liners(2K) 9/19	100308	\$ 946.73
69084	2071 - THAT SOUND GUY DARREN KNOWLES	\$ 1,200.00	Svc/Audio/State of the City 10/14	101	\$ 1,200.00
69085	588 - THE COUNSELING TEAM INTERNATIONAL	\$ 1,000.00	PD Svc/Employee Counseling 10/25	INV106573	\$ 1,000.00
69086	851 - THE UPS STORE, #5882	\$ 100.00	Svc/Fingerprints(1)/City 9/25	10/01/2025	\$ 25.00
			Svc/Fingerprints(1)/Recreation 9/25	10/01/2025(A)	\$ 25.00
			Svc/Fingerprints(2)/Rec Volunteers 9/25	10/01/2025(B)	\$ 50.00
69087	2375 - THERMAL SERVICES INC DTS	\$ 29,232.07	PD Repair/Evidence Cooler 9/23-9/26	09014	\$ 29,232.07
69088	1943 - TOP ROCK ENTERTAINMENT RADMACHER, LYNN	\$ 1,200.00	Perform/Music/State of the City 10/14	2025-CYP10142025	\$ 1,200.00
69089	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	\$ 1,350.00	PD Svc/Polygraphs(3) 9/18-9/24	CYPD-2025-09-2	\$ 600.00
			PD Svc/Polygraphs(3) 9/4-9/16	CYPD-2025/09-1	\$ 750.00

**City of Cypress
Payment Register
09/06/25 - 10/10/25**

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
69090	127207 - UNDERGROUND SVS ALERT OF SO CA	\$ 316.00	Svc/DigAlert Tickets 7/25 Svc/DigAlert Tickets 9/25	720250234 920250237	\$ 126.00 \$ 190.00
69091	2491 - WELLS FARGO FINANCIAL LEASING, INC	\$ 188.43	W/C Rental/Copier 10/6-11/5	5035940806	\$ 188.43
69092	1974 - YUNEX LLC	\$ 31,578.43	Repair/Traffic Signals 8/25 Svc/Traffic Signal Turn-On Support/Various Locations 7/1-8/31 Traffic Signal Maint 8/25	5610006212 5610006289 90005249	\$ 9,998.51 \$ 16,198.22 \$ 5,381.70
69093	0 - ATASHBAND, MITRA	\$ 100.00	Refund/Facility Deposit/Contract #10946	Rfd 10/10/25	\$ 100.00
69094	0 - BURKEN, WILLIAM	\$ 500.00	Refund/Recycling Deposit/CDD-25-216/10221 Barbara Anne St	Rfd 10/10/25	\$ 500.00
69095	0 - CENTURION FOOTBALL BOOSTERS	\$ 500.00	Refund/Facility Deposit/Contract #10694	Rfd 10/10/25	\$ 500.00
69096	0 - CENTURION FOOTBALL BOOSTERS	\$ 63.00	Refund/Rental Fee/Contract #10694	Rfd 10/10/25	\$ 63.00
69097	0 - CHAN, FRANCESCA	\$ 356.00	Refund/Facility Deposit/Contract #10833	Rfd 10/10/25	\$ 356.00
69098	0 - COMMUNITY OF THE WORD	\$ 300.00	Refund/Facility Deposit/Contract #10842	Rfd 10/10/25	\$ 300.00
69099	0 - CRABTREE, GAIL	\$ 40.00	Refund/Citation #CP492025	Rfd 10/10/25	\$ 40.00
69100	0 - HERNANDEZ, MARGILANE	\$ 300.00	Refund/Facility Deposit/Contract #10567	Rfd 10/10/25	\$ 300.00
69101	0 - MOHAMMED, AFFAN	\$ 300.00	Refund/Facility Deposit/Contract #10847	Rfd 10/10/25	\$ 300.00
69102	0 - SOCIAL VOCATIONAL SERVICES	\$ 300.00	Refund/Facility Refund/Contract #10936	Rfd 10/10/25	\$ 300.00
69103	1115 - FRONTIER	\$ 2,206.66	W/C Credit/Phone Svc/5627955413 10/25 W/C Phone Svc/5627955413 10/25	10/10/25 10/25(B)	\$ (1,453.43) \$ 3,660.09
68767	798 - FORENSIC NURSE SPECIALISTS, INC	\$ (1,300.00)	Reissue/PD Assault Exam(1) 6/8	6284	\$ (1,300.00)
68927	2115 - POWERDMS, INC	\$ (3,572.81)	PD Software Maint/Field Training Officer 8/6/25-8/5/26	INV-138126	\$ (3,572.81)
68851	157 - ENTERPRISE RENT-A-CAR CO LOS ANGELES	\$ (3,983.93)	PD Rental Car(1) 6/22-7/21 PD Rental Car(1) 6/21-7/21 PD Rental Car(1) 7/21-8/20	39558246 39558246(B) 39810152(A)	\$ (1,520.97) \$ (1,231.48) \$ (1,231.48)
Total EFTs		\$ 728,242.62			\$ 728,242.62
Total Warrants		\$ 1,443,402.05			1,443,402.05
Transfer to Payroll (W1565)		\$ 853,457.40	Payroll 05/23/25-06/06/25		853,457.40
Transfer to Payroll (W1566)		\$ 828,584.52	Payroll 06/06/25-06/20/25		828,584.52
Grand Totals		\$ 3,853,686.59			\$ 3,853,686.59



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

5.

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/27/2025

SUBJECT: Receive and File the Investment Report for the Month Ended September 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 September 30, 2025, the City had \$178.6 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.16%. 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 September 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 \$178.6 million (current market value) in cash and investments on September 30, 2025. The investments include Federal Agencies and US Treasuries Debt (\$113.5 million) and Investment Pools (\$59.1 million). The City's bank accounts held \$6.0 million on September 30, 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:

Sean Joyce, Interim City Manager

Attachments

Investment Report for the Month Ended September 30, 2025

City of Cypress

Summary of Cash and Investments

As of September 30, 2025

Type	Description	Bank/Agent	Investment		Interest		Current Market	
			Date	Maturity Date	Rate	Carrying Value	Value (2)	
(1) Ckg	General Operating Account	BMO		10/1/2025	-	\$ 5,981,241.01	\$ 5,981,241.01	
Pool	Local Agency Investment Fund	State Treasurer		10/1/2025	4.212	30,000,000.00	30,035,949.30	
Pool	Local Agency Investment Fund	State Treasurer		10/1/2025	4.212	29,000,000.00	29,034,750.99	
TSY	US Treasury Bill	BMO	12/6/2024	11/15/2025	4.393	9,614,200.00	9,951,700.00	
FFCB	Federal Farm Credit Bank	BMO	1/13/2023	1/13/2026	4.000	2,000,000.00	1,999,220.00	
FFCB	Federal Farm Credit Bank	BMO	3/2/2023	3/2/2026	4.478	5,000,500.00	5,011,250.00	
FFCB	Federal Farm Credit Bank	BMO	9/29/2023	4/20/2026	5.000	4,994,229.64	5,026,650.00	
FHLB	Federal Home Loan Bank	BMO	11/30/2023	11/17/2026	4.420	5,014,025.00	5,051,600.00	
FHLB	Federal Home Loan Bank	BMO	12/19/2024	11/17/2026	4.310	4,725,000.00	4,727,173.50	
FHLB	Federal Home Loan Bank	BMO	4/18/2024	4/16/2027	5.000	3,015,000.00	3,029,019.75	
FNMA	Federal National Mortgage Association	BMO	11/4/2024	10/28/2027	4.399	3,620,000.00	3,617,683.20	
FFCB	Federal Farm Credit Bank	BMO	11/21/2024	11/12/2027	4.210	9,980,053.59	10,089,700.00	
FHLMC	Federal Home Loan Mortgage Corp	BMO	12/19/2024	12/17/2027	4.243	4,971,808.11	5,001,450.00	
FNMA	Federal National Mortgage Association	BMO	11/4/2024	7/21/2028	4.152	6,990,091.52	7,013,160.00	
TSY	US Treasury Bill	BMO	6/24/2024	7/31/2028	4.288	5,010,926.95	5,067,350.00	
FHLB	Federal Home Loan Bank	BMO	2/14/2025	8/14/2028	4.500	5,000,000.00	5,022,550.00	
FHLB	Federal Home Loan Bank	BMO	5/27/2025	11/27/2028	4.300	3,140,210.70	3,160,113.75	
FHLB	Federal Home Loan Bank	BMO	2/15/2024	2/12/2029	4.411	4,648,372.50	4,667,995.50	
FFCB	Federal Farm Credit Bank	BMO	4/18/2024	4/10/2029	4.375	4,948,160.00	5,136,050.00	
TSY	US Treasury Bill	BMO	6/24/2024	5/31/2029	4.241	4,700,114.89	4,844,700.00	
TSY	US Treasury Bill	BMO	12/6/2024	9/30/2029	4.032	4,971,448.62	5,035,900.00	
FFCB	Federal Farm Credit Bank	BMO	2/19/2025	2/19/2030	4.820	5,000,000.00	5,048,700.00	
FHLB	Federal Home Loan Bank	BMO	5/14/2025	5/14/2030	4.545	4,990,000.00	4,985,850.00	
FHLB	Federal Home Loan Bank	BMO	7/3/2025	7/2/2030	4.000	5,000,000.00	5,011,250.00	
FHLB	Federal Home Loan Bank	BMO	9/12/2025	9/3/2030	4.000	5,000,000.00	4,974,050.00	
Ckg	Worker's Comp Account	BMO		10/1/2025	-	50,000.00	50,000.00	
Ckg	Liability Account	California Bank & Trust		10/1/2025	-	8,500.00	8,500.00	
Cash	Petty Cash	City		10/1/2025	-	8,550.00	8,550.00	
						<u>\$ 177,382,432.53</u>	<u>\$ 178,592,107.00</u>	

Average Weighted Yield to Maturity: 4.16%

Average Weighted Days to Maturity: 584.41

(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

	7/31/2025	+RECEIPTS	(DISBURSEMENTS)	8/31/2025	+RECEIPTS	(DISBURSEMENTS)	9/30/2025
GENERAL							
111/114 GENERAL FUND/GENERAL FUND-GRANTS	\$ 33,677,083	\$ 3,879,119	\$ (4,661,289)	\$ 32,894,913	\$ 3,218,732	\$ (3,137,114)	\$ 32,976,531
SPECIAL REVENUE							
115 PANDEMIC RELIEF	-	-	-	-	-	-	-
212 CRPD-GENERAL FUND	12,216,043	476,662	(646,399)	12,046,306	297,750	(689,794)	11,654,262
213 CRPD-PARK DEVELOPMENT	-	58	-	58	-	-	58
221 TRAFFIC SAFETY	(1)	134	-	133	3,356	-	3,489
230 STREETS	6,945,569	310,175	(42,478)	7,213,266	648,181	(4,881)	7,856,566
251 LIGHTING DISTRICT #2	4,835,559	41,086	(239,465)	4,637,180	38,595	(109,187)	4,566,588
261 STORM DRAIN	2,296,966	55,685	(54,829)	2,297,822	30,164	(29,537)	2,298,449
262 PLANNED LOCAL DRAINAGE FACILITY	1,167,154	8,203	-	1,175,357	-	-	1,175,357
271 CORP CNTR MAINT DISTRICT #1	215,063	-	(4,843)	210,220	-	(3,510)	206,710
280 ASSET SEIZURE	814,272	93,371	(58,942)	848,701	13,975	(15,879)	846,797
291 CABLE TV FRANCHISE AGREEMENT	875,837	13,698	-	889,535	-	-	889,535
301 SUPPLEMENTAL LAW ENFORCEMENT	(33,464)	569	(9,519)	(42,414)	25,415	(12,507)	(29,506)
311 AB 2766 TRIP REDUCTION	17,528	48	-	17,576	17,176	-	34,752
321 SEWER FUND	10,427,197	241,617	(274,503)	10,394,311	163,106	(36,590)	10,520,827
471 LOW AND MODERATE HSG ASSET	43,467	625	(1,136)	42,956	141	-	43,097
CAPITAL PROJECTS							
415 CITY CAPITAL PROJECTS	16,806,126	18,266	(1,177,659)	15,646,733	-	(200,512)	15,446,221
416 INFRASTRUCTURE RESERVE	51,310,802	452,780	(231,559)	51,532,023	-	(94,561)	51,437,462
TRUST AND AGENCY							
600 TRUST AND AGENCY	1,861,880	116,226	(38,999)	1,939,107	198,291	(140,215)	1,997,183
611 BUSINESS ASSESSMENT DISTRICT	-	-	-	-	-	-	-
612 CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620 REC & COMM SERVICES FOUNDATION	49,657	5,013	(8,865)	45,805	-	-	45,805
INTERNAL SERVICE							
710 CENTRAL SERVICES	4,289,298	248,832	(447,366)	4,090,764	247,482	(168,013)	4,170,233
720 CAPITAL REPLACEMENT	16,024,769	80,336	(110,581)	15,994,524	83,783	(9,707)	16,068,600
730 TECHNOLOGY IMPROVEMENT	2,235,841	-	-	2,235,841	-	-	2,235,841
750 EMPLOYEE BENEFITS	2,375,858	1,392,106	(838,207)	2,929,757	1,370,994	(826,098)	3,474,653
760 LIABILITY SELF INSURANCE	2,107,185	69,331	(474,437)	1,702,079	100,469	(3,825)	1,798,723
770 WORKERS COMP SELF INSURANCE	3,674,284	63,463	(310,536)	3,427,211	63,638	(25,901)	3,464,948
OTHER							
811/812 WESTCOMM JPA	4,999,648	725,436	(301,967)	5,423,117	125,243	(293,009)	5,255,351
	<u>\$ 179,387,196</u>	<u>\$ 8,292,839</u>	<u>\$ (9,933,579)</u>	<u>\$ 177,746,456</u>	<u>\$ 6,646,491</u>	<u>\$ (5,800,840)</u>	<u>\$ 178,592,107</u>

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of September 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	\$ 6,048,291	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,048,291	3.39%
FFCB	7,010,470	5,026,650	-	10,089,700	5,136,050	5,048,700	32,311,570	18.09%
FHLB	-	-	12,807,793	5,022,550	7,828,109	14,971,150	40,629,603	22.75%
FHLMC	-	-	-	5,001,450	-	-	5,001,450	2.80%
FNMA	-	-	-	10,630,843	-	-	10,630,843	5.95%
STATE POOL	59,070,700	-	-	-	-	-	59,070,700	33.08%
TSY	9,951,700	-	-	5,067,350	4,844,700	5,035,900	24,899,650	13.94%
Totals	\$ 82,081,161	\$ 5,026,650	\$ 12,807,793	\$ 35,811,893	\$ 17,808,859	\$ 25,055,750	\$ 178,592,107	100.00%
Percent	45.96%	2.81%	7.17%	20.05%	9.97%	14.03%	100.00%	

CITY OF CYPRESS INTERFUND INVESTMENTS

As of September 30, 2025

Note No.	To/From	Purpose	Issue Date	Scheduled Maturity Date	Interest Rate	Authorized Amount	Total Advances	Repayments To Date	Note Principal Outstanding*
1	CRPD/ City	Lexington Park Construction	02/08/21	06/30/30	2.00%	\$ 12,800,000	\$ 12,293,975	\$ 9,109,308	\$ 3,184,667
2	CRPD/ City	Arnold Cypress Park Construction	11/13/23	06/30/45	2.00%	\$ 33,500,000	\$ 32,335,599	\$ 1,548,801	\$ 30,786,798

\$ 33,971,465

- 1 The Lexington Park note is being repaid with park development fees as they become available. Effective July 1, 2025, the maturity date of the note was extended to June 30, 2030 with an interest rate of 2%.
- 2 Beginning June 30, 2025, the CRPD will repay \$2 million annually (including principal and interest) from available CRPD property taxes over the next 20 years.

* Unaudited; amounts subject to change as part of finalizing the recording of actual FY 2024-25 transactions.

City of Cypress
Summary of Cash and Investments Held In Trust

As of September 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	9.70%	<u>\$ 28,890,000.00</u>	<u>\$ 38,713,173.27</u>
			Total		<u><u>\$ 28,890,000.00</u></u>	<u><u>\$ 38,713,173.27</u></u>

* 12-month period ending with the current month.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

6.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 10/27/2025

SUBJECT: Approve a Task Order to Prepare a Traffic Impact Fee Nexus Study

RECOMMENDATION

Approve a task order with Linscott, Law & Greenspan, Engineers (LLG) for \$78,550 to prepare a Traffic Impact Fee Nexus Study.

DISCUSSION

In 1994, the City adopted local traffic impact fees to address anticipated transportation circulation system upgrades as required by the Orange County voter-approved Measure M program. These fair-share fees generate dedicated revenue to help offset traffic impacts associated with new development. The current fees have remained unchanged since their original adoption.

The Traffic Impact Fee Nexus Study will analyze the City's transportation network, evaluate anticipated future development, identify needed improvement projects, and recommend updates to the City's traffic impact fees. Traffic impact fees ensure that the cost of congestion reduction and transportation infrastructure improvements is shared equitably by the new development that creates the demand for such projects, rather than being placed disproportionately on existing residents, businesses, or property owners. Fees are generally based on the number of vehicle trips a development is expected to generate and are applied as a dollar amount per square foot for non-residential projects or per dwelling unit for residential projects.

Traffic impact fees provide a dedicated funding source for transportation improvements that help mitigate or offset development-related impacts. By law, these funds may only be used for transportation projects. State law also requires cities to make certain findings and complete a supporting study before establishing or updating any impact fee. These findings include:

- Identify the purpose of the fee
- Identify the facilities (if any) to be financed
- Determine a reasonable relationship or nexus between the fee's purpose and the type

of development project on which the fee is imposed

- Determine a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed

LLG is one of the City's on-call consultants and currently provides City Traffic Engineering services. The firm has in-depth knowledge of the City's traffic system and has completed a variety of traffic-related projects, including the Safe Routes to School program, signal warrant analyses, crosswalk evaluations, and speed surveys. LLG also has extensive experience preparing traffic impact fee studies for several other cities throughout Southern California.

BUDGET IMPACT

Sufficient amounts are budgeted in the City's General Fund for this study.

LEGAL REVIEW

None required.

APPROVED BY:

Sean Joyce, Interim City Manager

Attachments

Task Order



600 S. Lake Avenue
Suite 500
Pasadena, CA 91106
626.796.2322 T
www.llgengineers.com

Pasadena
Irvine
San Diego

October 22, 2025

Mr. Nick Mangkalakiri
City Engineer
City of Cypress, Public Works Department
5275 Orange Avenue
Cypress, California 90630-2957

LLG Reference: P1-25-0080-1

Subject: **Proposal to Prepare a Traffic Impact Fee Nexus Study**
City of Cypress, California

Dear Mr. Mangkalakiri:

Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit this proposal to prepare a Traffic Impact Fee Nexus Study for the City of Cypress. The Traffic Impact Fee Nexus Study is required in order to update the Traffic Impact Fee program in compliance with the provisions of Assembly Bill (AB) 602 (Grayson, 2021). The existing Traffic Impact Fee program was last updated in 2007 and requires an update to reflect current and future traffic conditions as well as to include additional key intersections and traffic improvements as necessary throughout the City. The following Scope of Work and Fee proposal is based on our understanding of the tasks required to prepare the Traffic Impact Fee Nexus Study.

SCOPE OF WORK

Task 1: Data Collection

Coordinate with a traffic count subconsultant to collect new intersection turning movement counts at up to 26 study locations to be confirmed in conjunction with City staff. The traffic count data will be collected for the weekday morning (7:00 to 9:00 AM) and afternoon (4:00 to 6:00 PM) peak travel periods. Please note that the traffic counts will need to be conducted during typical, non-holiday time periods when local schools are in session. LLG will coordinate our traffic count efforts with Iteris to ensure there isn't a duplication of effort between this project and the citywide traffic signal timing project currently underway. It is assumed that the data collection for this project effort will commence in mid to late September 2025 and be completed by the end of October 2025.

David S. Shender, PE (Ret.)
John A. Boarman, PE
Richard E. Barretto, PE
Keil D. Maberry, PE
KC Yellapu, PE
Dave Roseman, PE
Shankar Ramakrishnan, PE
Daniel A. Kloos, PE
Zawwar Saiyed, MS, PE, RSP

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Task 2: Future Conditions Traffic Volume Forecasting

Coordinate with City staff to identify and confirm the appropriate future land use assumptions based on the future General Plan Build-Out. Determine the location of any anticipated major development areas and/or land use growth and redevelopment areas which have the potential to affect traffic volumes within the City. Forecast, distribute and assign the anticipated traffic volumes to the City's roadway network. If appropriate, apply an annual ambient traffic growth factor to account for general growth in the region. The traffic volumes expected to be generated by future development, and the annual ambient growth factor, if appropriate, will be applied to the existing traffic volumes in order to prepare a forecast of future traffic volumes. It should be noted that traffic volumes will be developed for traffic conditions without and with the Holder Street Bridge.

Task 3: Intersection Level of Service Analysis

Prepare a weekday AM and PM peak hour Level of Service (LOS) analysis for up to 26 study intersections utilizing the City-approved methodology (i.e., Intersection Capacity Utilization [ICU]) for the following conditions:

- (1) Existing Traffic Conditions
- (2) Future General Plan Build-Out Conditions Without the Holder Street Bridge
- (3) Future General Plan Build-Out Conditions With the Holder Street Bridge

Determine which study intersections are currently operating at an unacceptable LOS under existing conditions, and which study intersections are anticipated to operate at an unacceptable LOS under future General Plan Build-Out conditions.

Task 4: Transportation Improvement Needs List

Based on the LOS analysis prepared in Task 3, determine which study intersections are expected to operate at an unacceptable LOS under future General Plan Build-Out traffic conditions (without and with the Holder Street Bridge). In conjunction with City staff, identify a list of infrastructure or operational improvements which are anticipated to be required in order to maintain an acceptable LOS at the subject locations (without and with the Holder Street Bridge). The list may include any improvements identified under the current Traffic Fee Program which have not yet been constructed, as well as any new improvements identified as part of this study. Conduct focused LOS analyses as needed in order to confirm the effectiveness of the proposed improvements. Prepare conceptual plans illustrating each recommended improvement. It should be noted that the focused LOS analyses and the conceptual plans will be prepared for the without and with the Holder Street Bridge traffic conditions.



Task 5: Improvement Cost Estimates

Develop cost estimates for each proposed improvement identified in Task 4 using current typical costs. The cost estimates will include appropriate contingency and inflation assumptions. Develop a total cost for maintaining an acceptable LOS within the City. If other sources of funding are expected to be applied towards the installation of the identified improvements, those funds will be deducted from the final improvement costs.

Task 6: Traffic Impact Fee Program and Nexus Study Report

Determine the appropriate metric(s) on which to base the updated Traffic Impact Fee (e.g., vehicle trips, square footage, etc.) and calculate the fee per unit(s) based on the without and with the Holder Street Bridge traffic conditions. The selected metric(s) will be compliant with the requirements of AB 602. Prepare a nexus study report outlining the above analysis, findings, and conclusions. The report will be suitably documented with appropriate exhibits and appendix materials to comply with AB 602 and satisfy the requirements for a nexus study. The draft report will be provided to City staff for review and comment prior to finalization.

Task 7: Meeting Attendance

LLG will prepare for and attend up to 4 project coordination meetings with City staff and one (1) public hearing to present the updated Traffic Impact Fee Nexus Study to City Council. We would be pleased to provide additional meeting or public hearing representation, if requested.

FEE ESTIMATE

LLG anticipates that the total cost to the City for the provision of services outlined in the “Scope of Work” as outlined above will not exceed **\$78,550**. The total not-to-exceed cost is based on current contractual billing rates with the City, as outlined in the attached fee schedule. The City will only be billed for the actual work hours expended on a monthly basis. A breakdown of the anticipated not-to-exceed costs by work category is as follows:

Task 1:	Data Collection	\$	13,280
Task 2:	Future Conditions Traffic Volume Forecasting	\$	8,440
Task 3:	Intersection Level of Service Analysis	\$	16,370
Task 4:	Transportation Improvement Needs List	\$	13,780
Task 5:	Improvement Cost Estimates	\$	7,230
Task 6:	Traffic Impact Fee Program and Nexus Study Report	\$	14,460
Task 7:	Meeting Attendance	\$	4,990
Total		\$	78,550



SCHEDULE

We estimate that our draft traffic impact fee nexus study will be available within 16 to 20 weeks (exclusive of holidays) after receiving a written authorization to proceed and receipt of relevant traffic count and future development data. We will make every effort to complete our work in coordination with your time frame.

AUTHORIZATION

If this proposal is acceptable, please indicate as such in an email or by issuing a purchase order or other financial instrument referencing this proposal. This proposal is valid for 120 days from the date of this letter. Please note that for the purposes of preparing contract paperwork, Linscott, Law & Greenspan, Engineers, is a DBA for LG2WB Engineers, Inc., a California corporation.

TERMINATION

The services covered by this proposal may be terminated by either party at any time by written notice. Upon termination, Linscott, Law & Greenspan, Engineers will stop all activities immediately, notify all subcontractors (if any) to stop work, and prepare an invoice for any services rendered but not already submitted to the client.

We appreciate the opportunity to submit this proposal and look forward to working with you and the team on this project. Please call us at 626.796.2322 if you have any questions or comments.

Sincerely,
Linscott, Law & Greenspan, Engineers

A blue ink signature of David Roseman, written in a cursive style.

David Roseman, P.E.
Principal
California Registration: TR1585

A black ink signature of Daniel A. Kloos, written in a cursive style.

Daniel A. Kloos, P.E.
Principal
California Registration: TR2200

Attachment 1 – City of Cypress Fee Schedule 2025

cc: File



600 S. Lake Avenue
Suite 500
Pasadena, CA 91106
626.796.2322 T
www.llgengineers.com

ATTACHMENT

FEE SCHEDULE

Effective July 1, 2025

<u>TITLE</u>	<u>PER HOUR</u>
<i>Principals</i>	
Principal/Contract Traffic Engineer.....\$	230.00
<i>Transportation Engineers</i>	
Senior Transportation Engineer.....\$	192.00
Transportation Engineer III.....\$	170.00
Transportation Engineer II.....\$	145.00
Transportation Engineer I.....\$	125.00
<i>Transportation Planners</i>	
Senior Transportation Planner.....\$	170.00
Transportation Planner III.....\$	145.00
Transportation Planner II.....\$	124.00
Transportation Planner I.....\$	110.00
<i>Signal System Specialist</i>	
Senior Signal System Specialist.....\$	192.00
Signal System Specialist III.....\$	170.00
Signal System Specialist II.....\$	145.00
Signal System Specialist I.....\$	125.00
<i>Technical Support</i>	
Senior Transportation Analyst.....\$	145.00
Engineering Associate II.....\$	123.00
Engineering Associate I.....\$	119.00
Engineering Computer Analyst II.....\$	117.00
Engineering Computer Analyst I.....\$	93.00
Senior CADD Drafter.....\$	119.00
CADD Drafter III.....\$	111.00
CADD Drafter II.....\$	98.00
CADD Drafter I.....\$	83.00
Senior Engineering Technician.....\$	119.00
Engineering Technician II.....\$	111.00
Engineering Technician I.....\$	84.00
Word Processor/Secretary.....\$	78.00
Engineering Aide I.....\$	60.00

This Fee Schedule reflects a 15% reduction in LLG normal billing rates.
Consultation in connection with Court appearances will be quoted separately.

The City of Cypress will be billed monthly based on the number of expanded hours.

Pasadena
Irvine
San Diego

David S. Shender, PE (Ret.)
John A. Boorman, PE
Richard E. Barretto, PE
Keil D. Maberry, PE
KC Yellapu, PE
Dave Roseman, PE
Shankar Ramakrishnan, PE
Daniel A. Kloos, PE
Zawwar Saiyed, MS, PE, RSP
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CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

7.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 10/27/2025

SUBJECT: Approve Final Tract Map No. 19359 for 4872 Lincoln Avenue

RECOMMENDATION

Approve Final Tract Map No. 19359 and the Subdivision Improvement Agreement.

DISCUSSION

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

On April 28, the City Council approved Tentative Tract Map No. 19359 to subdivide airspace on a single lot for the development of 26 condominiums, three of which are set-aside for moderate-income households. The project, developed by The Olson Company, is located on approximately 0.79 acres at 4872 Lincoln Avenue.

The Final Tract Map substantially conforms with Tentative Tract Map No. 19359, all conditions of approval imposed by the City Council have been bonded for or completed, and approval of a Subdivision Improvement Agreement is recommended. Tract Map filing fees are paid, and the Tract Map is technically correct.

BUDGET IMPACT

None.

LEGAL REVIEW

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

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Tract Map No. 19359

Agenda Report - Tentative Tract Map 04-28-2025

Subdivision Improvement Agreement

SHEET 1 OF 3 SHEETS
ALL OF TENTATIVE TRACT NO. 19359
NUMBER OF LOTS: 1 NUMBERED
GROSS AREA: 34,325 SQUARE FEET
DATE OF SURVEY: JUNE 2024

TRACT NO. 19359

IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 4 AND 7 OF TRACT NO. 690, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 29, PAGE 40 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

ADVANCED CIVIL GROUP, INC. JEFFERY L. MAYS L.S. 6379 JUNE 2024
FOR CONDOMINIUM PURPOSES

ACCEPTED AND FILED AT THE
REQUEST OF
FIRST AMERICAN TITLE COMPANY

DATE _____
TIME _____ FEES _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE

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

WE HEREBY DEDICATE TO THE CITY OF CYPRESS:

- THE EASEMENT FOR PUBLIC UTILITY, AND INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLES PURPOSES AS SHOWN ON SAID MAP.
- ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.

WE HEREBY RELEASE AND RELINQUISH TO THE CITY OF CYPRESS

- ALL VEHICULAR ACCESS RIGHTS TO LINCOLN AVENUE AND BISHOP STREET, EXCEPT AT APPROVED ACCESS LOCATIONS.

OLSON URBAN VI - CYPRESS 4, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: OLSON URBAN COMMUNITIES VI, LLC
A DELAWARE LIMITED LIABILITY COMPANY
SOLE MEMBER

BY: OLSON URBAN VENTURES VI, LLC
A DELAWARE LIMITED LIABILITY COMPANY
SOLE MEMBER

BY: OLSON URBAN HOUSING, LLC
A DELAWARE LIMITED LIABILITY COMPANY
OPERATING MEMBER

BY: IN TOWN LIVING, INC.
A DELAWARE CORPORATION
MANAGING MEMBER

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

BENEFICIARY

WELLS FARGO BANK, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST, RECORDED
AUGUST 20, 2025 AS INST. NO. 2025000231311 OF OFFICIAL RECORDS.

BY: _____

PRINT NAME: _____

TITLE: _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, BEFORE ME, _____, NOTARY,

PERSONALLY APPEARED _____,

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

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

WITNESS MY HAND:

SIGNATURE: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY,

PRINT: _____ MY COMMISSION NUMBER: _____ EXPIRES: _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, BEFORE ME, _____, NOTARY,

PERSONALLY APPEARED _____,

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

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

WITNESS MY HAND:

SIGNATURE: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY,

PRINT: _____ MY COMMISSION NUMBER: _____ EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE OLSON COMPANY, LLC IN JUNE 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

JEFFERY L. MAYS, L.S. 6379 10/8/2025 DATE



COUNTY SURVEYOR'S STATEMENT

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

DATED THIS _____ DAY OF _____, 202__

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

CITY ENGINEER'S STATEMENT

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

DATED THIS _____ DAY OF _____, 202__

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

CITY CLERK'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF CYPRESS AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 202__ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE CITY OF CYPRESS:

- THE EASEMENT FOR PUBLIC UTILITY, AND INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLES PURPOSES, AS DEDICATED.
- THE VEHICULAR ACCESS RIGHTS TO LINCOLN AVENUE AND BISHOP STREET AS RELEASED AND RELINQUISHED.
- ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY AS DEDICATED.

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

DATED THIS _____ DAY OF _____, 202__

ALISHA FARNELL, CMC
CITY CLERK OF CYPRESS

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

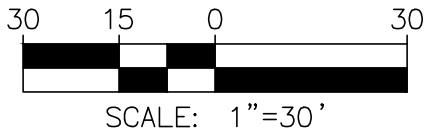
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

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

DATED THIS _____ DAY OF _____, 202__

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

SHEET 2 OF 3 SHEETS
ALL OF TENTATIVE TRACT NO. 19359
NUMBER OF LOTS: 1 NUMBERED
GROSS AREA: 34,325 SQUARE FEET
DATE OF SURVEY: JUNE 2024



TRACT NO. 19359

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

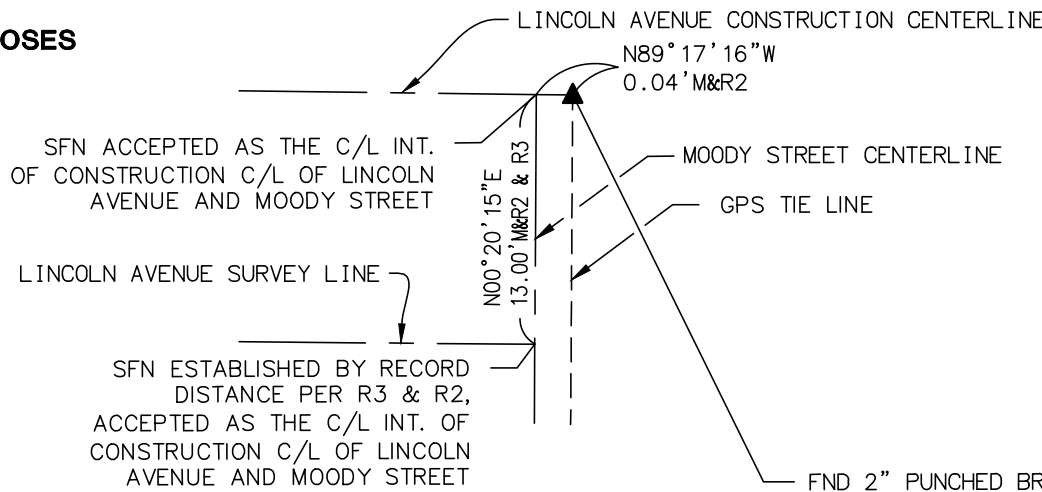
ADVANCED CIVIL GROUP, INC. JEFFERY L. MAYS L.S. 6379 JUNE 2024
FOR CONDOMINIUM PURPOSES

MONUMENT NOTES

- ▲ INDICATES FOUND OCS HORIZONTAL CONTROL STATION GPS MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 2" IRON PIPE TAGGED P.L.S. 6379, FLUSH.

RECORD REFERENCES:

- () INDICATES RECORD DATA OR CALCULATED FROM RECORD DATA PER RECORD NOTED BELOW.
- R1 INDICATES RECORD DATA OR CALCULATED FROM RECORD DATA PER TR NO. 690, MM 29/40.
- R2 INDICATES RECORD DATA OR CALCULATED FROM RECORD DATA PER TR NO. 17221, MM 895/47-48.
- R3 INDICATES RECORD DATA OR CALCULATED FROM RECORD DATA PER TR NO. 16293, MM 837/22-23.
- R4 INDICATED RECORD DATA OR CALCULATED FROM RECORD DATA PER CR 2013-0769.
- M&R MEASURED AND RECORD PER APPLICABLE REFERENCED RECORDS.



DETAIL 'A'

FND 2" PUNCHED BRASS DISK, STAMPED CAL. DIV. OF HWY IN WELL MONUMENT, DN 1.0', PER M & R2, R3

O.C.S. GPS NO. 3699
N: 2250956.45
E: 6016320.81

SFN ACCEPTED AS THE C/L INT. OF CONSTRUCTION C/L OF LINCOLN AVENUE AND MOODY STREET

N89°17'16"W
0.04' M&R2

13.00' M&R2 & R3

(TIE)

SEE DETAIL "A" THIS SHEET

429.92' (429.83'R1)

N83°55'26"E 462.86'

SFN ESTABLISHED BY RECORD DISTANCE PER R3 & R2, ACCEPTED AS THE C/L INT. OF CONSTRUCTION C/L OF LINCOLN AVENUE AND MOODY STREET

30'

MOODY STREET

N00°20'15"E 260.00' M&R1, R2 & R3

N00°20'15"E 330.00' M&R1, R2 & R3

30'

MOODY STREET

N00°20'15"E 2710.36' M & R3 (2710.40' R2)

N00°20'18"E 2710.37' GROUND (2710.36' GRID)

SEE DETAIL "B" THIS SHEET

N10°30'54"W 2442.35'

(TIE)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

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N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

FND 2" PUNCHED BRASS CAL. DIV. OF HWY DISK IN WELL MONUMENT, DN 12" AT CL INTERSECTION LINCOLN AVE. AND DENNNI ST., ACCEPTED PER R1 AND R2.

N00°18'04"E 22.97' M&R2 & R3

SFN ESTABLISHED BY RECORD DISTANCE PER TRACT NO. 16293 MM 837/22-23

40'

FND LEAD AND TACK, FLUSH, NO REF. ACCEPTED AS POINT ON PROP. LINE PROD. PER R2.

N00°19'07"E 11.89'

SFN ESTABLISHED BY INTERSECTION

FND 1" IP W/ L&T STAMPED LS 7707, FLUSH, PER R2, ACCEPTED AS THE NORTHWEST CORNER OF LOT 1 OF R2

40'

N89°30'04"W 561.94' (561.83'R1) (561.98'R2)

N89°30'04"W 132.02' (132.00'R1)

429.92' (429.83'R1)

N83°55'26"E 462.86'

SFN ESTABLISHED BY PROPORTION, PER R1, ACCEPTED AS THE NORTHEAST CORNER OF LOT 4 OF R1

SFN ESTABLISHED BY RECORD DISTANCE PER R3 & R2, ACCEPTED AS THE C/L INT. OF CONSTRUCTION C/L OF LINCOLN AVENUE AND MOODY STREET

30'

MOODY STREET

N00°20'15"E 260.00' M&R1, R2 & R3

N00°20'15"E 330.00' M&R1, R2 & R3

30'

MOODY STREET

N00°20'15"E 2710.36' M & R3 (2710.40' R2)

N00°20'18"E 2710.37' GROUND (2710.36' GRID)

SEE DETAIL "B" THIS SHEET

N10°30'54"W 2442.35'

(TIE)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

N00°20'15"E 2367.36' M & R3 (2367.40' R2)

TRACT NO. 17221
MM 895/47-48
LOT 1

LOT 1
GROSS: 34,325 SF

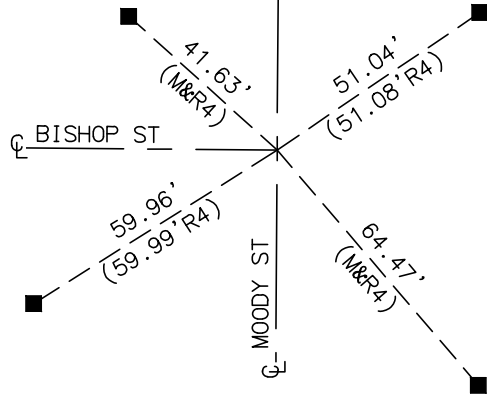
LOT 7

LOT 8

BISHOP STREET

LOT 14

LOT 13



FND LEAD, TACK AND TAG, LS 7707 IN TOP OF CURB PER CR 2013-0769

DETAIL 'B'

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3699 AND STATION GPS NO. 3714 BEING NORTH 00°20'18" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, (CCS83) ZONE VI, NAD 83 (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99999501 (MEAN VALUE).

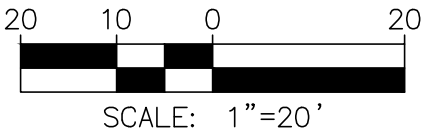
FND 1" IP IN WELL MONUMENT TAGGED "LS 4973", DN 0.5' AT THE C/L INTERSECTION OF ORANGE AVENUE AND MOODY STREET, ACCEPTED PER TRACT NO. 16293, MM 837/22-23.

O.C.S. GPS NO. 3714
N: 2248246.14
E: 6016304.80

SURVEYOR'S BOUNDARY NOTE:

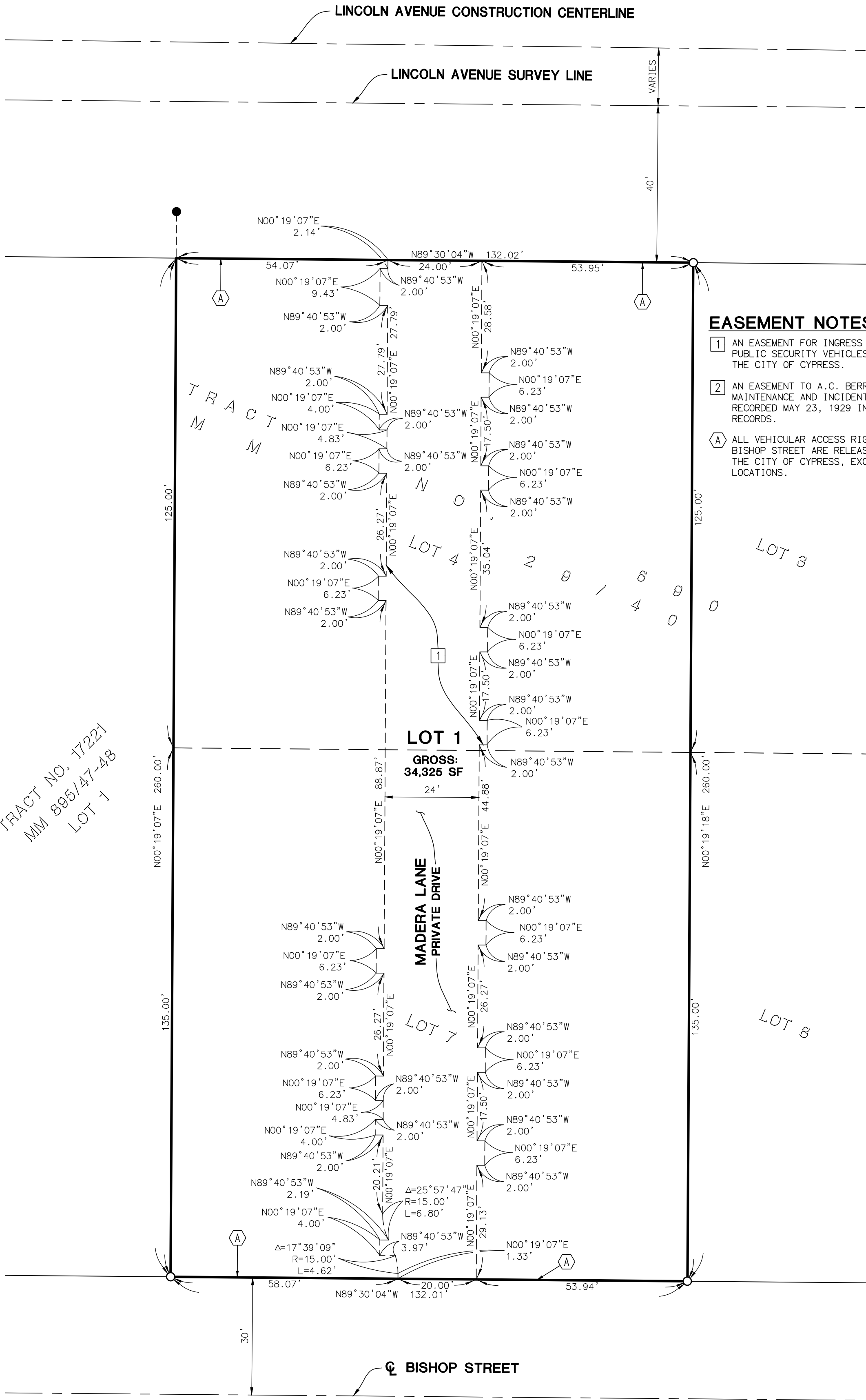
THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

SHEET 3 OF 3 SHEETS
ALL OF TENTATIVE TRACT NO. 19359
NUMBER OF LOTS: 1 NUMBERED
GROSS AREA: 34,325 SQUARE FEET
DATE OF SURVEY: JUNE 2024



TRACT NO. 19359
IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA

ADVANCED CIVIL GROUP, INC. JEFFERY L. MAYS L.S. 6379 JUNE 2024
FOR CONDOMINIUM PURPOSES



- EASEMENT NOTES**
- 1 AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLES PURPOSES, DEDICATED HEREON TO THE CITY OF CYPRESS.
 - 2 AN EASEMENT TO A.C. BERRY ET UX FOR WATER LINE AND MAINTENANCE AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED MAY 23, 1929 IN BOOK 274, PAGE 443 OF OFFICIAL RECORDS.
- A ALL VEHICULAR ACCESS RIGHTS TO LINCOLN AVENUE AND BISHOP STREET ARE RELEASED AND RELINQUISHED HEREON TO THE CITY OF CYPRESS, EXCEPT AT APPROVED ACCESS LOCATIONS.

TRACT NO. 17221
MM 895/47-48
LOT 1

SURVEYOR'S BOUNDARY NOTE:
THERE ARE NO CONFLICTS WITH EXISTING
VISIBLE IMPROVEMENTS AND THE EXTERIOR
BOUNDARY LINE (DISTINCTIVE BOUNDARY) OF
THIS MAP AS ESTABLISHED HEREON.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

Item # 15.

FROM: Alicia Velasco, Planning Director

DATE: 04/28/2025

SUBJECT: Approve a Tentative Tract Map for a 26-Unit Townhome Development at 4872 Lincoln Avenue

RECOMMENDATION

1. Adopt a Resolution approving Tentative Tract Map No. 19359 and finding the project exempt from California Environmental Quality Act requirements; and
2. Authorize the City Manager to execute a City Attorney-approved Affordable Housing Agreement.

DISCUSSION

Background

The applicant, the Olson Company, is requesting a tentative tract map and density bonus to construct 26 townhomes, three of which are set-aside for moderate-income households.

Project Description and Required Discretionary Actions

The project site is located within the Lincoln Avenue Specific Plan (LASP). Residential projects which meet applicable code requirements are permitted subject to administrative design review. The project includes three affordable units and the applicant is seeking a density bonus, one concession, and one waiver in exchange for the affordable units. To ensure affordability, the Olson Company is required to enter into an Affordable Housing Agreement and the affordable units are subject to a 45-year deed restriction.

The recommended project consists of four townhome buildings on a 0.79-acre site, featuring three-story three-bedroom homes ranging from 1,236 to 1,633 square feet. The site is accessible from driveways on Lincoln Ave. and Bishop St. and includes a common open space area with shaded seating and BBQ facilities.

A tentative tract map is required to subdivide the property to facilitate the sale of the individual units.

Subject Property and Surrounding Land Uses

The 0.79-acre site was previously occupied by a landscape supply store. The project site is bounded by the following uses:

Direction	Land Use	Zoning
North	Mobile Home Park	PC (Lincoln Avenue)
South	Surface Parking	CH-LC

East	Used Car Dealership	PC (Lincoln Avenue)
West	Townhome Development	PC (Lincoln Avenue)

Development Standards

The Project's compliance with development standards and required concessions are listed below:

Standards	Required	Proposed
Maximum Density	30 du/ac	32.9 du/ac*
Maximum Height	50 feet	36 feet
Minimum Front Yard Setback	10 feet	10 feet
Minimum Side Yard Setback	5 feet	East: 10 feet West: 8 feet
Minimum Rear Yard Setback	5 feet	9 feet
Minimum Open Space	200 sr/unit	98 sf/unit**

* Density bonus units

** Waiver required

SITE PLAN AND DESIGN REVIEW

Building Design and Architecture

The project consists of four three-story townhouse buildings featuring a Mediterranean architectural style with a variety of materials and accents, including stucco, tile roofing, and decorative lighting and shutters. The building design meets all applicable design requirements.

Access and Parking

The site is accessed via Lincoln Ave. and Bishop St. by a 24-foot-wide driveway. There are 55 parking spaces, 16 more than required. Each townhome has a two-car garage with tandem or side-by-side parking. The site includes three guest parking spaces.

Traffic

A traffic evaluation estimated the project will generate 175 daily trips, including 10 morning peak hour trips and 13 evening peak hour trips. City traffic study guidelines consider projects with less than 50 peak hour trips to have insignificant impacts and a full traffic study is not required.

Landscaping and Open Space

The project includes one open space area, featuring a shaded structure with seating and BBQ. Landscaping is provided in the open space area, the front and rear setbacks, and adjacent to walkways and parking areas.

DENSITY BONUS

Under State law, the project is entitled to a density bonus (increase from 30 du/ac to 32.9 du/ac) and one incentive/concession (modifications to the development standards and other code requirements) because it provides affordable units. Density bonus projects may also request waivers from standards that physically preclude construction of the development. The Olson Company has requested:

1. Concession: Waive Park Development Fee for the three moderate-income units
2. Waiver: Reduction in required open space from 200 sf/unit to 98 sf/unit

Affordable Housing Agreement/Local Requirements

The Zoning Code requires an Affordable Housing Agreement be recorded against the property. The Agreement specifies:

1. The concessions/waivers granted
2. The location, size, and bedroom count of affordable units
3. The affordability level and term
4. An affirmative marketing plan to ensure advertising of units to a wide spectrum of residents

The Zoning Code requires that the affordable units be distributed throughout the project and have similar finishes and be roughly the same size as the market rate units.

TENTATIVE TRACT MAP

The application divides the airspace for condominium purposes. As conditioned, it is consistent with all City and Subdivision Map Act requirements.

CONSISTENCY WITH THE GENERAL PLAN

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

LU-1.2: Allow for multi-family infill in designated areas to satisfy regional housing needs.

HOU-3: Encourage the provision of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Cypress residents. Establish a balanced approach to meeting housing needs of both renter and owner households.

The project is an appropriate infill use of an underutilized site and fills a housing need by providing townhomes that are often starter homes. Additionally, the three affordable units provide moderate-income households the opportunity to purchase a home. The required affirmative marketing plan will ensure that the units are marketed to a wide spectrum of residents.

ENVIRONMENTAL REVIEW

The project is categorically exempt from further California Environmental Quality Act (CEQA) review as an infill development in an urbanized area. The project is consistent with the applicable General Plan and zoning designations and is located on a lot smaller than five acres. Further, the project is surrounded by urban uses and will not result in significant traffic, noise, air quality, or water quality impacts.

PUBLIC HEARING / PUBLIC OUTREACH PROCESS

The applicant held a public meeting on April 7 and sent letters inviting the public to all property owners within 500 feet. No members of the public attended the meeting. Public hearing notices were posted and mailed to the owners of all properties located within 500 feet of the project. All written communication related to the public hearing received prior to publishing the City Council agenda is attached. Written communication submitted by 3:00 p.m. on April 28 will be part of the public hearing administrative record.

ALTERNATIVE ACTIONS

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

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

BUDGET IMPACT

None.

LEGAL REVIEW

None required. An Affordable Housing Agreement will be prepared by the City Attorney's office.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution
Project Conditions
Project Plans
Vicinity Map
Traffic Evaluation
Notice of Exemption

EXHIBIT "A"

TENTATIVE TRACT MAP NO. 19359

RE: 4872 Lincoln Avenue

CONDITIONS OF APPROVAL

1. Unless and until the project applicant and property owner sign and return a City-provided affidavit accepting these conditions of approval, there shall be no entitlement of the application. The project applicant and property owner shall have 15 calendar days to return the signed affidavit to the Community Development Department. Failure to do so will render City Council action on the application void. *(Planning)*
2. The applicant shall defend, indemnify, and hold harmless, the City and any agency thereof, or any of its agents, officers, and employees from any and all claims, actions, or proceedings against the City or any agency thereof, or any of its agents, officers or employees, to attack, set aside, void or annul, an approval of the City, or any agency thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, which action is brought within the time period provided in Government Code Section 66499.37 and Public Resources Code, Division 13, CH. 4 (§ 21000 et seq. - including but not by way of limitation § 21152 and 21167). The City shall promptly notify the applicant of any claim, action, or proceeding brought within this time period. *(City Attorney)*
3. This permit is granted for the tentative map dated 12/20/2024 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. *(Planning)*
4. The applicant's contractor shall provide the City with a Certificate of Insurance on City form, evidencing a comprehensive liability insurance policy with a combined single limit of not less than \$500,000 each occurrence in connection with the work performed. Certificate shall include the City, its Council, officers, members of boards or commissions and employees as additional Named Insureds with respect to all claims, actions, damages, liabilities and expenses, including attorney's fees, arising out of or in connection with the work to be performed under the development executed by the Named Insured and City, including any act or omission of employees, agents, subcontractors, or their employees. Such certificate shall have a 30-day cancellation notice to the City of Cypress. *(City Attorney)*
5. The Condominium Plan shall indicate the location of the three units affordable to moderate-income households. *(Planning)*
6. The applicant shall enter into an Affordable Housing Agreement with the City pursuant to Section 3.12.090 of the City of Cypress Zoning Code which shall be recorded against the project prior to final map recordation.

7. A detailed landscape and automatic irrigation plan shall be submitted to the Cypress Planning Division for review and approval at least 60 days prior to issuance of a certificate of occupancy. In addition, a bond shall be posted with Public Works to guarantee against defects in plant materials and workmanship for a period of one year from acceptance of the landscape installation. All required landscaping shall be permanently maintained in a neat and orderly condition. *(Planning)*
8. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the **County Clerk-Recorder in the amount of \$50.00** County administrative fee, to enable the City to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such 48-hour period, the applicant/developer has not delivered to the Community Development Department the check required above, the approval for the project granted herein shall be void. *(Planning)*
9. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*
10. The applicant shall not grant any easements, other than Southern California Edison, over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)
11. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)* *(Engineering)*
12. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer. *(Engineering)*
13. All sewer lines (including mains and laterals) up to the point of connection at the City's mainline

shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

14. The applicant shall resurface the full width of Bishop Street (2" grind and overlay asphalt concrete pavement) along the property frontage. Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
15. The applicant shall install a new driveway approach that is compliant with the American Disabilities Act along the property frontage on Lincoln Avenue and Bishop Street. The existing easterly driveway on Lincoln Avenue shall be removed and replaced with sidewalk. The developer shall comply with the following requirements regarding the improvements:
 - Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
 - Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work.
 - Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
 - Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
 - If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.*(Conditions may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer) (Engineering)*
16. The applicant shall remove the existing concrete planters along the frontage of Lincoln Avenue and construct new sidewalk in its place. The applicant shall also install new sidewalk along the property frontage on Bishop Street. New sidewalk shall be compliant with the American Disabilities Act and constructed in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
17. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.*(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
18. Prior to recordation of the final map, the applicant shall submit street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of

way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

19. The applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
20. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map. *(Engineering)*
21. Prior to issuance of any building permit, the applicant shall provide documentation, to the satisfaction of the easement holder and the City Engineer, demonstrating that the rights to any conflicting easement have been formally relinquished in a manner acceptable to the easement holder and the City Engineer. No buildings or permanent structure shall be constructed within the easement area until such documentation is provided. *(Engineering)*
22. Prior to final map recordation, the quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Both project driveways are to be signed, to the satisfaction of the City Traffic Engineer, with stop controls facing traffic exiting the project. The project driveway on Lincoln Avenue is to be signed, to the satisfaction of the City Traffic Engineer, as right-turn only facing traffic exiting the project. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit.
23. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Traffic Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing trees, signs, utilities, landscape, hardscape, slopes or any other encroachments from the limited use area in a manner meeting the approval of the City Engineer. *(Engineering)* (Sight Distance)
24. The applicant shall install all new utility services underground. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer) (Engineering)*
25. Arterials shall be crossed by boring only. Public streets with any trench cuts or asphalt patching as a result of this project shall be resurfaced with either a slurry seal or 2-inch grind and overlay. The method and limits of resurfacing shall be determined by and completed to the satisfaction of the City Engineer. Lateral open cuts spaced within 20 feet of each other shall be covered with a two-inch continuous asphalt concrete cap. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer) (Engineering)*
26. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval

signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. (*Engineering*)

27. The applicant shall ensure the following requirements are met:

1. Drainage is solved to the satisfaction of the City Engineer and Building Official.
2. The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
3. Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
4. The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
5. The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
6. All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
7. Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
8. All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

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

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

30. Applicable WQMP projects must also:

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

describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

31. Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD, alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.
32. The owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010- 0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:
 - i. Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
 - ii. Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
 - iii. Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
 - iv. Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
 - v. Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
 - vi. Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify

compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.

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

- The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
- A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
- The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. (*Engineering, Water Quality*) (NPDES/WQMP Compliance Measures)

33. All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.
34. All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.
35. If trash enclosures and/or recycling areas are required: Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.
36. Provide a pet waste collection systems or dispensers, which hold bags for pet owners to use to pick up waste, must be installed. Regular refuse collection and resupply of pickup bags must be conducted by property owner or homeowner's or business owner's association.
37. Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-way. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

38. The applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, etc. prior to final inspections. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.
39. The owner is responsible for maintaining and operating all on-site private improvements.
40. All property areas must be maintained free of litter/debris.
41. All onsite storm drains including post-construction best management practices (BMPs) must be cleaned at least once a year immediately before October 1st (the beginning of the rainy season) and inspected at least once a year in May (the end of the rainy season). All trash and debris shall be removed from all onsite storm drains and BMPs, if deemed necessary post-inspection. Additional cleaning may be required by the City Engineer.
42. There must be no pressure washing of parking areas, and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.
43. Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.
44. Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protection Agency (USEPA) presently or in the future.
45. The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.
46. The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.
47. No person or person(s) shall make any modifications to drainage approved in the grading plan or WQMP without prior written approval from the City Engineer.
48. Certified full trash capture devices must be installed to address the Statewide Trash Amendments adopted April 7, 2015. Existing storm drain inlets located within this project must be retrofitted to address the above trash policies. Additionally, proposed post-construction BMPs must be devices that are State certified for full-trash capture.



CYPRESS-LINCOLN & COBBLESTONE

CYPRESS, CALIFORNIA

OWNER/APPLICANT:

THE OLSON CO
3010 OLD RANCH PARKWAY, SUITE 100
SEAL BEACH, CA 90740
562-370-2290

ARCHITECT:
THE KTG GROUP, INC.
17911 VON KARMAN AVE., SUITE 200
IRVINE, CA 92614
949-851-2133

CIVIL:
ADVANCED CIVIL GROUP
30251 GOLDEN LANTERN, SUITE E, PMB 251
LAGUNA NIGUEL, CA 92677
866-338-5778

LANDSCAPE
STUDIO PAD, INC
23195 LA CADENA DR., SUITE 103
LAGUNA HILLS, CA 92653
949-770-8530



Architecture | Branding
Interiors | Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com



The Olson Co
3020 Old Ranch Pkwy #100
Seal Beach, Ca 90740

LINCOLN & COBBLESTONE
CYPRESS, CA # 20240305
4872 E. Lincoln Avenue
Cypress, CA 90630

CONCEPTUAL DESIGN
March 26, 2025
Pre-App Submittal: 2024-10-30
1st Planning Submittal: 2024-12-18
Updated City Submittal: 2025-03-26

COVER SHEET

A0.0





SITE INFORMATION
Address: 4872 E. Lincoln Avenue
City: Cypress, CA 90630
APNs: 244-051-09
County: Orange County
Zoning: Lincoln Avenue Specific Plan - Commercial Mixed Use
Area: ±0.79 AC (34,320 sf Gross)
Fire Department: OCFA

DEVELOPMENT STANDARDS
Min. Lot Size: 10,000 sqft
Min. Lot Frontage: 150 ft
Max. Dwelling Units per acre: 30 D.U.
Min. Dwelling Units per acre: 20 D.U.
Max. Building Height: 30 ft (To Provide Waiver)

Frontage Setback: 10'
Interior Side Setback: 5'
Rear Setback: 5'
Min. Distance Between Buildings on Same Parcel: 10'
FAR: 1.0:1.0

AFFORDABLE UNIT TABLE

Total No. of Units	26
Total No. of Affordable Units	3
Total No. of Density Bonus Units	3

BUILDING DATA
Units: 26 DU
Density: 32.9 DU/AC
FAR: 0.88:1.0
Type Construct: V-A
Occupancy Type: R2
Fire Sprinkler Type: NFPA 13
Building Height: 36'0"

#	Unit Type	Area(G.S.F)	Bdrms
2 -	Plan 1	1236 sf	3bd/3ba, 2-car tandem (423 sf)
2 -	Plan 2	1263 sf	3bd/3ba, 2-car tandem (466 sf)
11 -	Plan 3	1451 sf	3bd/3ba, 2-car tandem (469 sf)
11 -	Plan 4	1633 sf	3bd/3.5ba, 2-car sxs (450 sf)
26	Totals:	38,922 sf	(Avg. 1,497 sf) (11,887 sf)

(Total Building Area: 51,183 sf, includes garages)

PARKING DATA:
State Density Bonus Parking Requirements:
2 Bd: 1.5 sp/unit - -
3 Bd: 1.5 sp/unit - 39 Spaces
4 Bd: 2.5 sp/unit - -
Totals: 39 Spaces

Parking Provided:

GARAGE	52
GUEST	3
Totals:	55 Spaces

OPEN SPACE (Common + Private):
Common Open Space Provided: Refer to Landscape Plan
Private Open Space Required: N/A in CM District
Private Open Space Provided: 2ND STORY DECK 36 SF / DU

AU= Accessible Unit

LEGEND

- | | | |
|--------------------------------------|--------------------------------|--|
| 1 Stucco | 7 Stucco Sill Trim | 13 Canvas Awning w/ Metal Spear Brackets (W.O) |
| 2 Low Profile Concrete "S" Roof Tile | 8 Bay Window w/ Faux Wood Trim | 14 Fiberglass Entry Door |
| 3 Gable End Half Faux Vent | 9 Vinyl Window | 15 Decorative Exterior Lights & Address Sign |
| 4 Exposed Truss Tails | 10 Stucco o/ Foam Corbel | 16 Metal Sectional Garage Door |
| 5 Stucco o/ Foam Eave | 11 Stucco Arched Soffit | |
| 6 Stucco Faux Chimney/Finial | 12 Metal Juliet Railing | |



Rear Elevation



Left Elevation



Front Elevation - Enhanced
(ALONG LINCOLN AVE.)



Right Elevation

LEGEND

- | | | |
|--------------------------------------|--------------------------------|--|
| 1 Stucco | 7 Stucco Sill Trim | 13 Canvas Awning w/ Metal Spear Brackets (W.O) |
| 2 Low Profile Concrete "S" Roof Tile | 8 Bay Window w/ Faux Wood Trim | 14 Fiberglass Entry Door |
| 3 Gable End Half Faux Vent | 9 Vinyl Window | 15 Decorative Exterior Lights & Address Sign |
| 4 Exposed Truss Tails | 10 Stucco o/ Foam Corbel | 16 Metal Sectional Garage Door |
| 5 Stucco o/ Foam Eave | 11 Stucco Arched Soffit | |
| 6 Stucco Faux Chimney/Finial | 12 Metal Juliet Railing | |



Front Elevation



Right Elevation

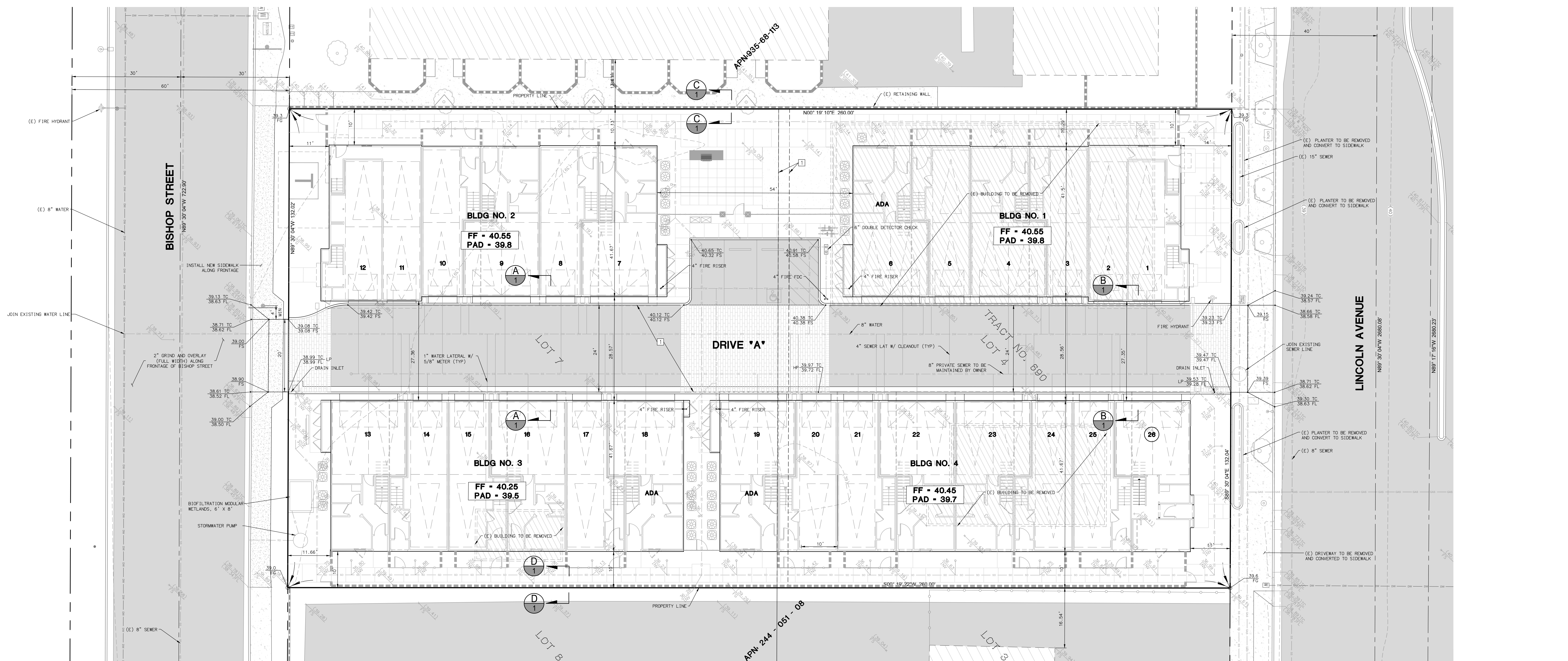
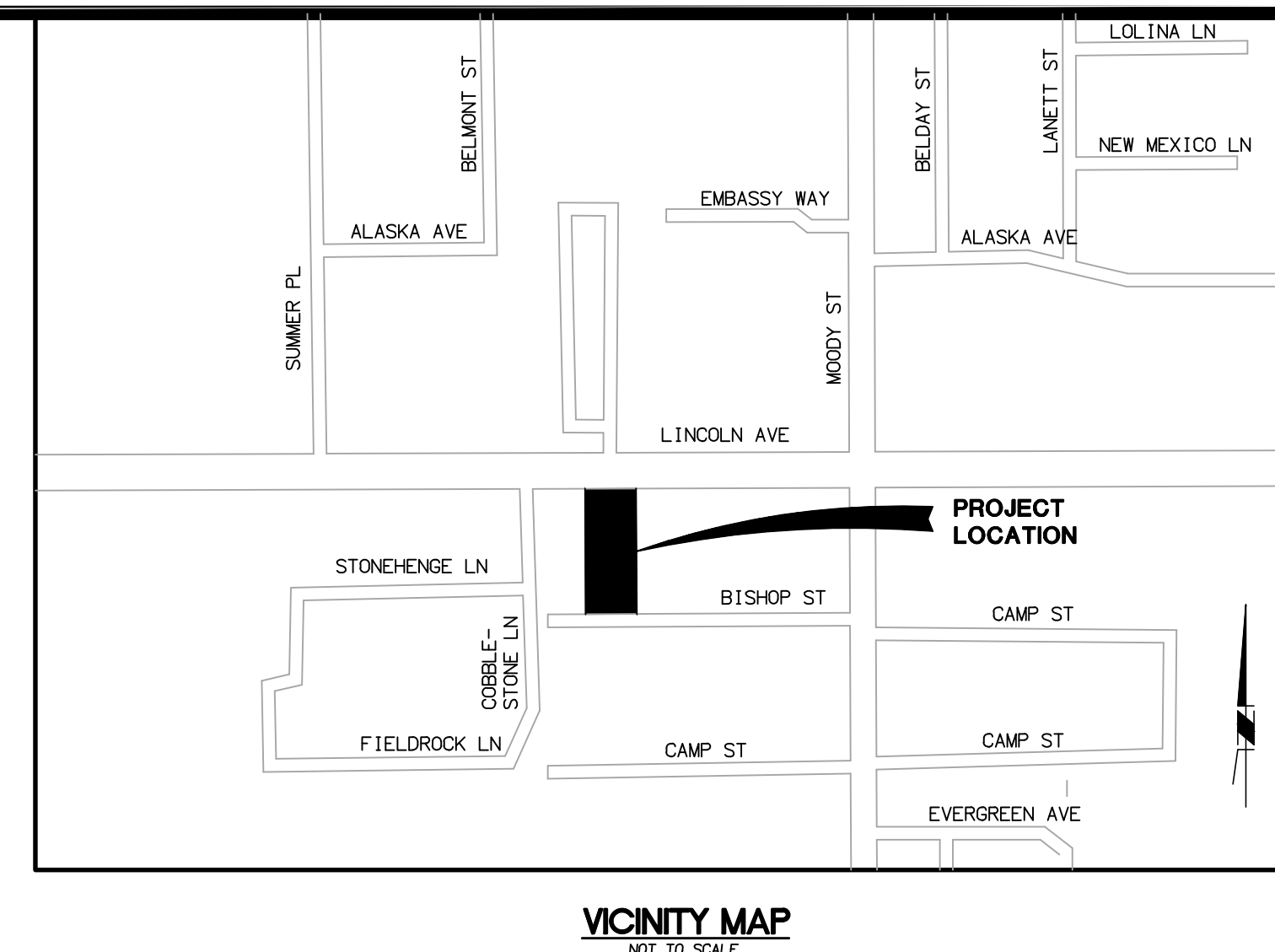


Rear Elevation - Standard
(ALONG BISHOP ST.)



Left Elevation

APRIL 16, 2025



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CYPRESS

and

OLSON URBAN VI – CYPRESS 4, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CYPRESS
AND
OLSON URBAN VI – CYPRESS 4, LLC

Agreement Date: 10/27/25

Subdivider Name: OLSON URBAN VI – CYPRESS 4, LLC

Subdivision Description:

Tentative Map No.: 19359

Estimated Total Cost of Improvements: \$70,568.85

Estimated Total Cost of Monumentation: \$2,500

Security:

Bond No.: 0872841

Surety: Harco National Insurance Company

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
Daniel Co Acting City Engineer City of Cypress 5275 Orange Ave. Cypress CA 90630 dco@cypressca.org	Wendy Lewis, Director of Plan Development 3010 Old Ranch Pkwy, Suite 100 Seal Beach, CA 90740 (562) 370-2262 x 262 wlewis@theolsonco.com
CITY PROJECT INSPECTOR	SURETY
Daniel Co Permit & Inspection Supervisor City of Cypress 5275 Orange Ave. Cypress CA 90630 dco@cypressca.org	Harco National Insurance Company 2400 E. Katella Avenue, Suite 250 Anaheim, CA 92806 (610) 505-5879 steve.kane@iatinsurance.com

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____, by and between the CITY OF CYPRESS, a municipal corporation, organized and existing in the County of Orange, under and by virtue of the laws of the State of California, ("CITY"), and OLSON URBAN VI – CYPRESS 4, a Delaware limited liability company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative Tract Map No. 19359**, (the "Map"), located in the City of Cypress, County of Orange, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

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

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

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Tentative Tract Map No. 19359 for the Property and permitting development of the Property to proceed.

COVENANTS

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

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$70,568.85.

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

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

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

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on (Final/Parcel) Map No. 19359 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Cypress. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

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

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

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

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

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

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

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

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

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

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

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section

1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

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

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

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

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

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

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all

neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

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

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within one (1) year after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

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

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

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

3. Labor.

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

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

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

subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

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

4. Security.

4.1. Required Security.

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

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$70,568.85 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$70,568.85 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$2,500 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$7,056.89 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum

requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

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

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

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

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Cypress, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City

Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

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

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

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

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

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

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

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

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

requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

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

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances,

plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

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

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

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

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

regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

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

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

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

(a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

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

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
- (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
- (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
- (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

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

- (i) "The City of Cypress, its officers, employees and agents are hereby added as additional insureds."
- (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

- (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
- (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Cypress in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
- (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

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

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

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

12. Environmental Warranty.

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

- (a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
- (b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation

or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

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

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

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

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

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

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

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

13. General Provisions.

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

Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

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

SUBDIVIDER

By: see attached .
(Signature and Date)

Name: _____
(Please type or print name)

Title: _____
(Please type or print title)

CITY OF CYPRESS

David Burke, Mayor

Dated: _____

ATTEST:

By _____
City Clerk

Dated: _____



Signature Block –

Olson Urban VI – CYPRESS 4, LLC

OFFICIAL SIGNATURE BLOCK FORMAT:

OLSON URBAN VI – CYPRESS 4, LLC

a Delaware limited liability company

By: OLSON URBAN COMMUNITIES VI, LLC
a Delaware limited liability company
Sole Member

By: OLSON URBAN VENTURES VI, LLC
a Delaware limited liability company
Sole Member

By: OLSON URBAN HOUSING, LLC
a Delaware limited liability company
Operating Member

By: IN TOWN LIVING, INC.
a Delaware corporation
Managing Member

By: 
Name: William E. Holford
Title: President

By: 
Name: Christopher Campbell
Title: CFO

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On October 2, 2025 before me, Valerie Weisel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William E Holford and Christopher Campbell
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Valerie Weisel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

TRACT MAP 19359 LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 4 AND 7 OF TRACT NO. 690, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29, PAGE 40 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

TENTATIVE TRACT MAP NO. 19359

CONDITIONS OR APPROVAL / WORKS OF IMPROVEMENT

EXHIBIT "A"

TENTATIVE TRACT MAP NO. 19359

RE: 4872 Lincoln Avenue

CONDITIONS OF APPROVAL

1. Unless and until the project applicant and property owner sign and return a City-provided affidavit accepting these conditions of approval, there shall be no entitlement of the application. The project applicant and property owner shall have 15 calendar days to return the signed affidavit to the Community Development Department. Failure to do so will render City Council action on the application void. *(Planning)*
2. The applicant shall defend, indemnify, and hold harmless, the City and any agency thereof, or any of its agents, officers, and employees from any and all claims, actions, or proceedings against the City or any agency thereof, or any of its agents, officers or employees, to attack, set aside, void or annul, an approval of the City, or any agency thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, which action is brought within the time period provided in Government Code Section 66499.37 and Public Resources Code, Division 13, CH. 4 (§ 21000 et seq. - including but not by way of limitation § 21152 and 21167). The City shall promptly notify the applicant of any claim, action, or proceeding brought within this time period. *(City Attorney)*
3. This permit is granted for the tentative map dated 12/20/2024 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. *(Planning)*
4. The applicant's contractor shall provide the City with a Certificate of Insurance on City form, evidencing a comprehensive liability insurance policy with a combined single limit of not less than \$500,000 each occurrence in connection with the work performed. Certificate shall include the City, its Council, officers, members of boards or commissions and employees as additional Named Insureds with respect to all claims, actions, damages, liabilities and expenses, including attorney's fees, arising out of or in connection with the work to be performed under the development executed by the Named Insured and City, including any act or omission of employees, agents, subcontractors, or their employees. Such certificate shall have a 30-day cancellation notice to the City of Cypress. *(City Attorney)*
5. The Condominium Plan shall indicate the location of the three units affordable to moderate-income households. *(Planning)*
6. The applicant shall enter into an Affordable Housing Agreement with the City pursuant to Section 3.12.090 of the City of Cypress Zoning Code which shall be recorded against the project prior to final map recordation.

7. A detailed landscape and automatic irrigation plan shall be submitted to the Cypress Planning Division for review and approval at least 60 days prior to issuance of a certificate of occupancy. In addition, a bond shall be posted with Public Works to guarantee against defects in plant materials and workmanship for a period of one year from acceptance of the landscape installation. All required landscaping shall be permanently maintained in a neat and orderly condition. *(Planning)*
8. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the **County Clerk-Recorder in the amount of \$50.00** County administrative fee, to enable the City to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such 48-hour period, the applicant/developer has not delivered to the Community Development Department the check required above, the approval for the project granted herein shall be void. *(Planning)*
9. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*
10. The applicant shall not grant any easements, other than Southern California Edison, over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)
11. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)* *(Engineering)*
12. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer. *(Engineering)*
13. All sewer lines (including mains and laterals) up to the point of connection at the City's mainline

shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

14. The applicant shall resurface the full width of Bishop Street (2" grind and overlay asphalt concrete pavement) along the property frontage. Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
15. The applicant shall install a new driveway approach that is compliant with the American Disabilities Act along the property frontage on Lincoln Avenue and Bishop Street. The existing easterly driveway on Lincoln Avenue shall be removed and replaced with sidewalk. The developer shall comply with the following requirements regarding the improvements:
 - Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
 - Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work.
 - Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
 - Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
 - If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.*(Conditions may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer) (Engineering)*
16. The applicant shall remove the existing concrete planters along the frontage of Lincoln Avenue and construct new sidewalk in its place. The applicant shall also install new sidewalk along the property frontage on Bishop Street. New sidewalk shall be compliant with the American Disabilities Act and constructed in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
17. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.*(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
18. Prior to recordation of the final map, the applicant shall submit street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of

way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

19. The applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer)(Engineering)*
20. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map. *(Engineering)*
21. Prior to issuance of any building permit, the applicant shall provide documentation, to the satisfaction of the easement holder and the City Engineer, demonstrating that the rights to any conflicting easement have been formally relinquished in a manner acceptable to the easement holder and the City Engineer. No buildings or permanent structure shall be constructed within the easement area until such documentation is provided. *(Engineering)*
22. Prior to final map recordation, the quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Both project driveways are to be signed, to the satisfaction of the City Traffic Engineer, with stop controls facing traffic exiting the project. The project driveway on Lincoln Avenue is to be signed, to the satisfaction of the City Traffic Engineer, as right-turn only facing traffic exiting the project. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit.
23. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Traffic Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing trees, signs, utilities, landscape, hardscape, slopes or any other encroachments from the limited use area in a manner meeting the approval of the City Engineer. *(Engineering)*
(Sight Distance)
24. The applicant shall install all new utility services underground. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer) (Engineering)*
25. Arterials shall be crossed by boring only. Public streets with any trench cuts or asphalt patching as a result of this project shall be resurfaced with either a slurry seal or 2-inch grind and overlay. The method and limits of resurfacing shall be determined by and completed to the satisfaction of the City Engineer. Lateral open cuts spaced within 20 feet of each other shall be covered with a two-inch continuous asphalt concrete cap. *(Condition may be deferred to prior to issuance of certificate of occupancy with the execution of a subdivision improvement agreement and bonding at the discretion of the City Engineer) (Engineering)*
26. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval

signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. (*Engineering*)

27. The applicant shall ensure the following requirements are met:

1. Drainage is solved to the satisfaction of the City Engineer and Building Official.
2. The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
3. Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
4. The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
5. The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
6. All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
7. Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
8. All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

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

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

30. Applicable WQMP projects must also:

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

describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

31. Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD, alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.
32. The owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010- 0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:
 - i. Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
 - ii. Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
 - iii. Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
 - iv. Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
 - v. Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
 - vi. Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify

compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.

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

- The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
- A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
- The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. (*Engineering, Water Quality*) (NPDES/WQMP Compliance Measures)

33. All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.
34. All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.
35. If trash enclosures and/or recycling areas are required: Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.
36. Provide a pet waste collection systems or dispensers, which hold bags for pet owners to use to pick up waste, must be installed. Regular refuse collection and resupply of pickup bags must be conducted by property owner or homeowner's or business owner's association.
37. Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-way. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

38. The applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, etc. prior to final inspections. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.
39. The owner is responsible for maintaining and operating all on-site private improvements.
40. All property areas must be maintained free of litter/debris.
41. All onsite storm drains including post-construction best management practices (BMPs) must be cleaned at least once a year immediately before October 1st (the beginning of the rainy season) and inspected at least once a year in May (the end of the rainy season). All trash and debris shall be removed from all onsite storm drains and BMPs, if deemed necessary post-inspection. Additional cleaning may be required by the City Engineer.
42. There must be no pressure washing of parking areas, and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.
43. Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.
44. Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protection Agency (USEPA) presently or in the future.
45. The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.
46. The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.
47. No person or person(s) shall make any modifications to drainage approved in the grading plan or WQMP without prior written approval from the City Engineer.
48. Certified full trash capture devices must be installed to address the Statewide Trash Amendments adopted April 7, 2015. Existing storm drain inlets located within this project must be retrofitted to address the above trash policies. Additionally, proposed post-construction BMPs must be devices that are State certified for full-trash capture.

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

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

Dated: October 2, 2025

SUBDIVIDER*

By: / see attached

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



Signature Block –

Olson Urban VI – CYPRESS 4, LLC

OFFICIAL SIGNATURE BLOCK FORMAT:

OLSON URBAN VI – CYPRESS 4, LLC

a Delaware limited liability company

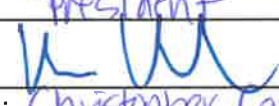
By: OLSON URBAN COMMUNITIES VI, LLC
a Delaware limited liability company
Sole Member

By: OLSON URBAN VENTURES VI, LLC
a Delaware limited liability company
Sole Member

By: OLSON URBAN HOUSING, LLC
a Delaware limited liability company
Operating Member

By: IN TOWN LIVING, INC.
a Delaware corporation
Managing Member

By: 
Name: William E. Holford
Title: President

By: 
Name: Christopher Campbell
Title: CEO

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On October 2, 2025 before me, Valerie Weisel, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William E Holford and Christopher Campbell
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Valerie Weisel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

8.

FROM: Nick Mangkalakiri, Director of Public Works

DATE: 10/27/2025

SUBJECT: Approve Plans and Award Contracts for Veterans Park Restroom Renovations, Project 395

RECOMMENDATION

1. Approve plans for Veterans Park Restroom Renovations, Project 395; and
2. Award a contract to MDJ Management for \$216,386.04, and authorize a contingency of \$32,500; and
3. Approve a Task Order for Construction Inspection Services to FCG Consultants Inc., for \$33,735.60, and authorize a contingency of \$5,000.

DISCUSSION

The Veterans Park Restroom facility, constructed over 30 years ago, contains fixtures, partitions, and finishes that have reached the end of their useful life. The building is in need of significant repairs and renovations to ensure it remains safe and functional for public use. The scope of work includes the replacement of restroom partitions, doors, and plumbing fixtures; installation of new epoxy flooring; removal of obsolete accessories; relining of the existing sewer lateral; installation of new entry doors; miscellaneous roof repairs; and interior and exterior painting.

Public Works recommends Sourcewell ezIQC, an Indefinite Delivery, Indefinite Quantity (IDIQ) procurement process, for the project. Sourcewell competitively bids for projects involving the repair, alteration, modernization, and rehabilitation of infrastructure and facilities. The California Government Code and Cypress Municipal Code Section 21A-10(e) allows for cooperative purchasing agreements, allowing public entities to benefit from shared contracting efforts. This process has been utilized for several Capital Improvement projects, including the Veterans Park Picnic Pavilion Reconstruction, Community Center Roof Replacements, and City Hall and PD Roof Replacement.

Sourcewell contracts with Gordian to administer the ezIQC program. Through Gordian,

Public Works evaluated the project scope with the contractor, MDJ Management. After a thorough review of the project scope of work, MDJ Management submitted a proposal of \$216,386.04 for the Veterans Park Restroom Renovations. MDJ Management comes highly recommended, recently completed the Veterans Park Picnic Pavilion Reconstruction, and has completed similar projects for other agencies in Southern California.

FCG Consultants, Inc., the City's on-call construction management firm, will provide inspection services for this project. Construction is anticipated to begin in early 2026 and is expected to take approximately two months to complete. During construction, the Veterans Park public restrooms will be closed to the public. Temporary portable restrooms will be provided for park visitors during the construction period.

BUDGET IMPACT

Total estimated project costs, including design and labor, will not exceed \$337,372. Sufficient amounts were carried over from FY 2024-25 and are budgeted in the Recreation and Park District's General Fund for FY 2025-26.

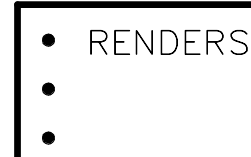
LEGAL REVIEW

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

APPROVED BY: Sean Joyce, Interim City Manager

Attachments

Exhibit - Materials Diagram
Contract Agreement
Task Order
Sourcewell Contract Agreement



A6.0

Consultant:

[illegible]

4554 AVENIDA GRANADA, CYPRESS, CA 90630



1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900



REFER TO SCHEDULES FOR MORE INFO.

**AGREEMENT FOR CONSTRUCTION SERVICES (ezIQC CONTRACTING)
BETWEEN CITY OF CYPRESS AND
MDJ MANAGEMENT, LLC**

FOR

VETERANS PARK RESTROOMS RENOVATION, PROJECT 395

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“**Agreement**”) is made and entered into on October 27, 2025 (“**Effective Date**”), by and between the City of Cypress, a California municipal corporation and MDJ Management, LLC (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties**.” Contractor’s State License Number is 1044711 and DIR Registration Number is 1000061313..

RECITALS

A. Bids for the Project were received, publicly opened, and declared on the date specified in said notice, or as otherwise accepted and processed through those procedures and approvals authorized under the City of Cypress Municipal Code.

B. City accepted the bid of Contractor dated September 25, 2025 pursuant to legal requirements and selected Contractor for the Project.

C. City desires to retain Contractor, on an independent contractor basis, for the Project, as more particularly described below.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. Pursuant to the City of Cypress Municipal Code and California state law, City has authority to enter into and execute this Agreement.

F. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements

(collectively referred to herein as the “**services**” or “**work**” hereunder) in the Contract Documents for Veterans Park Restroom Renovations, Project 395 (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. By entering into this Agreement, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Project Manager, architects, inspectors, engineers, or utilities. As used herein, “**Contract Documents**” refers to all of the following documents, all of which are component parts of this Agreement as if herein set out in full or attached hereto:

- A. Notice of Inviting Bids, Bid Forms & Instructions to Bidders
- B. Scope of Work, if any
- C. Plans for the Project, if any
- D. Project Construction Schedule
- E. General Specifications and Provisions, if any
- F. Special Provisions for the Project, if any
- G. Standard Specifications
- H. Technical Specifications
- I. Addendum(s) as issued
- J. Contractor’s Signed Bid Proposal and Information Required of Bidder
- K. Designated Subcontractors List, if any
- L. Bid Bond, Performance Bond, Labor & Materials Payment Bond, and any other Bonds as required by this Agreement
- M. Insurance Certificates and Written Endorsements
- N. Notice to Proceed (issued by the City)
- O. Notice of Completion (issued by the City at final completion of the project)
- P. Guaranty Form
- Q. All Changes Orders properly authorized after execution of Agreement.

The Contract Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“**Greenbook**”) are incorporated herein as the Standard Specifications, except as explicitly modified herein or by the Contract Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a public work as defined in Labor Code section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code section 1771. Pursuant to Labor Code section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and on the DIR website at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the sum of \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Labor Code section 1776; certify and make such payroll records available for inspection as provided by Labor Code section 1776; and inform the City of the location of the records. Contractor shall submit all required reporting and records directly to the DIR.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code section 1861 and Section 5.1 and 5.2 of this agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, state or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.5 Licenses, Permits, Fees and Assessments.

Contractor has California State Contractor's License Board License Classification B, C-39, No. 661941 and shall maintain said license and obtain and maintain, at its sole cost and expense, such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting Parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4216 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. Pursuant to Government Code Sections 4216 through 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement, to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) calendar days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and/or replace any portions of the work (or work of other contractors or subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless an authorized written change order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Compensation Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and City's authorized representative, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to 15% of the Compensation Sum or any increase in the time to perform of up to 30 ☐calendar / ☒working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Compensation Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not

be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Compensation Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Compensation Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount of Two Hundred and Sixteen Thousand, Three Hundred and Eighty Six dollars and Four Cents (\$216,386.04) as set forth in Contractor's Bid attached hereto as **Exhibit A** and incorporated herein by this reference ("**Compensation Sum**"). Subject to any additions or deductions that may be made by Change Order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total compensation no greater than, including reimbursement of Contractor's expenses, an amount not to exceed the contingency amount of \$32,400 plus the Compensation Sum for a total of \$248,786.04 ("**Contract Sum**") for completion of the work.

2.2 Invoices.

(a) Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as **Exhibit E** and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

(b) All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment generally within thirty (30) calendar days of receipt of Contractor's

correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) calendar days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) calendar days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) calendar days from completion of the work. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.4 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) calendar days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within 60 ☐ calendar / ☒ working days ("**Contract Time**") after receiving a "**Notice to Proceed**" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Contract Documents, and any revisions thereof approved by the City in writing. All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time periods, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Pursuant to Government Code section 53069.85, if work is not completed in strict compliance with Section 3.1 of this Agreement or in strict accordance with the schedule of performance provided by any schedule contained in or required to be provided by the Contract Documents (such deadlines collectively referred to herein as "**Agreement Deadlines**"), it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor and its sureties shall pay to the City the sum of \$250.00 for each and every calendar day of delay beyond the completion date in Section 3.1 of this Agreement, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents, or beyond the time indicated in the Contract Documents for any individual activity to be performed pursuant to the Agreement. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Agreement Deadlines, a completion schedule, the Project schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This Section does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek

other damages. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of a utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Section 3.1 and pursuant to this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, (with the express exception of delays arising from the impact of COVID-19 and its variants to the extent such impact is foreseeable or should have reasonably been foreseeable), if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

Contractor's ownership, management and licensing is tied to specific principal representatives ("Principals") who are designated as Matt McMillon, (310) 490-1521, matt@buildwithmdj.com. The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the Project Manager. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify (and, as required by law, secure City approval in regards to subcontractors before changes in

Contractor's subcontractors, of) City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Project Manager.

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

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Contractor or any officer, employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Contractor shall indemnify,

defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Contractor, or any officer, employee, agent, or subcontractor Contractor used to provide services under this Agreement, is/are employees of City.

4.5 Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City and in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, *et seq.* Contractor shall be responsible for ensuring compliance by any subcontractor or lower tier subcontractor under it with this Agreement, all state and federal laws, codes and regulations, and municipal ordinances and regulations of City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be voidable at the option of City. No approved transfer shall release the Contractor, or any surety or insured of Contractor, of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, as marked by checkmark, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees, agents, designated volunteers, and attorneys of City. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) calendar days advance written notice of such change. If such change results in

substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation solely in regards to insurance coverage.

(a) ☒ General liability insurance. A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, and a \$1,000,000 completed operations aggregate. Contractor must maintain a policy of commercial general liability insurance for as long as there is a statutory exposure to completed operations claims.

(b) ☒ Automobile liability insurance. A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(c) ☒ Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least \$1,000,000), which shall each indemnify, insure and provide legal defense for Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the work or services contemplated in this Agreement. In addition, Contractor shall require each subcontractor to similarly maintain a policy of worker's compensation insurances and employer's liability insurance in according with the laws of the State of California for all of the subcontractor's employees.

(d) ☐ Builder's Risk Insurance. Contractor shall maintain, from upon commencement of work and through the entire duration of the Project until only the City has an insurable interest, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. All subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the Builder's Risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project. Policy shall be provided for replacement value on an "all risk" basis for the completed value of the Project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and

operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) ☐ Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$[AMOUNT] per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(f) Excess Liability and Umbrella Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

5.2 General Insurance Requirements.

(a) Proof of Insurance, Enforcement and Notice. No work or services under this Agreement shall commence until both Contractor has provided City with insurance certificates, endorsement forms and appropriate insurance binders, signed by a person authorized by the Insurer to bind coverage on its behalf, evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments; or, 2) City,

notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) Cancellation/Amendment. All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment of premium) to City. In the event any of said policies of insurance are amended or cancelled, Contractor shall, five (5) business days prior to the cancellation date, submit new evidence of insurance, or reinstatement of policy, in conformance with this Agreement to City.

(c) Additional Insureds. All of the above policies shall name City and its elected and appointed officers, employees, agents and designated volunteers ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) Primary, Subrogation, Contribution and Coverage. All of the above policies of insurance shall be primary insurance. The insurers for above policies, Contractor and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Contractor's insurance. If Contractor maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) Limitations, Self- Insured Retention and Deductibles. Contractor agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention (without impairment of obligation of primary insured under this Agreement to satisfy any self-

insured retention). Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

(f) Completed operations coverage. Completed operations coverage shall extend a minimum of three 1 year after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

(g) Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of Article 5 of this Agreement. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

5.3 Indemnification.

(a) General Obligations. Contractor agrees, to the maximum extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns (each an "**Indemnatee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnatee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnatee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnatee(s) for any such Claims or Liabilities, and will save and hold Indemnatee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its

subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence, active negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence, active negligence or willful misconduct of City, Contractor will be obligated to pay for City’s defense until either such time as a final judgment has been entered adjudicating, or agreement between the Parties is reached determining, City as solely negligent, actively negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination or agreement to any reimbursement of defense costs including but not limited to attorneys’ fees, expert fees and costs of litigation. In instances where City is shown to have been actively negligent and/or engaged in willful misconduct, and where City’s active negligence and/or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence and/or willful misconduct of City. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor’s failure to promptly pay to City any reimbursement or indemnification arising under Section 5.2 of this Agreement. Such offset, if any, does not satisfy any amount, greater than the offset, due to City from Contractor.

5.4 Notification of Third-Party Claims.

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, unless otherwise expressly provided in the bid documents, Contractor shall deliver to the City all of the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the Compensation Sum.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the Compensation Sum.

All bonds shall be on the applicable forms provided in **Exhibit C** and **Exhibit D** attached hereto and incorporated herein by this reference. The bonds shall each contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Surety.

Bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the bonds may be changed accordingly upon receipt of written notice from the City’s Risk Manager. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor’s compensation solely in regards to bond coverage.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under both the forms of the applicable bond attached to this Agreement as well as Article 5 of this Agreement;
- (b) the Project has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “**books and records**”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, including but not limited to in accordance with the requirements of Labor Code section 1776, shall be complete and detailed, and shall be readily accessible. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained either for a period of no less than three (3) years following completion of the services hereunder, or for such period of time as required by applicable law, whichever period of time is longer. City shall have access

to such books and records in the event any audit is required. In accordance with Government Code section 8546.7 records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. Contractor shall fully cooperate with the City in providing access to any and all Contractor books and records, and any other applicable documents, if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically submit written reports to the Project Manager concerning performance of the services, upon request, and/or as necessary for Project Manager to be informed of both performance of services as well as any decisions which must be made by City or Project Manager. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “**documents and materials**”) prepared (regardless of whether complete or incomplete) by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents and materials under express condition that Contractor agrees such documents and materials are the sole property of City. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

(b) No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work, shall be made without prior written authorization from City. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor immediately gives City notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Default of Contractor.

(a) It is City's right to suspend or terminate this Agreement upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the work required under this Agreement with diligence to ensure timely completion of the Project pursuant to Section 3.1; (2) Contractor fails to comply with the provisions of this Agreement; (3) Contractor violates any ordinance, regulation, state or federal law which applies to its performance under this Agreement; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is

appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the work or the Project, and/or; (9) Contractor disregards proper directives of the architect, inspector, or Project Manager under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

(b) In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

(c) Contractor shall be liable for damages sustained by City from the termination of the Agreement under this Section 7.2, including, but not limited to, all cost necessary for repair and completion of the work. City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the work pursuant to this Agreement, said expenditures shall be deducted from the amounts withheld (and if such deduction does not fully compensate City for said expenditures, then Contractor remains fully liable for the remaining balance owed to City). Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

7.3 Suspension or Termination.

The City may at any time, for any reason (including but not limited to for City's convenience, environmental considerations, or when it is in the best interests of the City), with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) calendar days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion. Upon receipt of a termination notice, Contractor shall immediately discontinue the work and placement of orders for materials, facilities and supplies in connection with the performance of this Agreement, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials. Contractor shall not be

entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Agreement.

7.4 Dispute Resolution Process.

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

- (iv) Statement of grounds for the claim.
- (v) Analysis of the claim's cost, if any.
- (vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than \$50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 calendar days of receipt of the City's response or within 15 calendar days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 calendar days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed

portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

7.5 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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

7.9 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Contractor written notice describing the conflict. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not

limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the name and title of the Project Manager, at City of Cypress, 5275 Orange Ave Cypress CA 90630, and in the case of Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 No Undue Influence.

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive

compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies for default in Section 7.2 and any and all remedies at law or equity.

9.8 Unauthorized Aliens.

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

9.9 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CYPRESS, a California municipal corporation

Sean Joyce, Interim City Manager

ATTEST:

Lisa Berglund, Interim City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

_____, a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 202_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 202_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

SEE ATTACHED



Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-MDJ

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 146908.00

Work Order Date: 09/25/2025

Work Order Title: Veterans Park Restroom Renovation

Owner Name: City of Cypress

Contractor Name: MDJ Management

Contact: Baruc Bravo

Contact: Matt McMillon

Phone: (714) 229-6747

Phone: 310-490-1521

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-MDJ.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$216,386.04

Owner Purchase Order Number:

Approvals

City of Cypress

Date

MDJ Management

Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Baruc Bravo
City of Cypress
5275 Orange Avenue
Cypress, CA 90630
(714) 229-6747

Date Printed: September 25, 2025

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB-101723-MDJ**.

MDJ Management

Date

City of Cypress

Date

Contractor's Price Proposal - Summary

Date:	September 25, 2025	
Re:	IQC Master Contract #:	CA-R8-GB-101723-MDJ
	Work Order #:	146908.00
	Owner PO #:	
	Title:	Veterans Park Restroom Renovation
	Contractor:	MDJ Management
	Proposal Value:	\$216,386.04

Section - 01	\$33,956.75
Section - 02	\$2,714.53
Section - 03	\$4,568.42
Section - 05	\$7,630.02
Section - 06	\$2,364.86
Section - 07	\$5,010.09
Section - 09	\$91,376.36
Section - 10	\$7,935.85
Section - 22	\$43,642.37
Section - 26	\$1,632.59
Section - 31	\$2,099.68
Section - 33	\$13,454.52
Proposal Total	\$216,386.04

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: September 25, 2025

Re: IQC Master Contract #: CA-R8-GB-101723-MDJ
 Work Order #: 146908.00
 Owner PO #:
 Title: Veterans Park Restroom Renovation
 Contractor: MDJ Management
 Proposal Value: \$216,386.04

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$4,657.40
			Installation	Quantity 4,234.00 x Unit Price 1.00 x Factor 1.1000 = Total 4,657.40	
				Bond = \$211,728 x 2%	
2	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,015.25
			Installation	Quantity 32.00 x Unit Price 109.11 x Factor 1.1500 = Total 4,015.25	
				2 guys 2 days to in field fabricate and fit replacement damaged rafter tails as part of fascia replacement. This includes all damaged rafter tails around entire building as needed.	
3	01 22 20 00 0006 0001		MOD	For Foreperson, Add	\$100.46
			Installation	Quantity 16.00 x Unit Price 5.46 x Factor 1.1500 = Total 100.46	
4	01 22 20 00 0061		HR	WelderFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$14,344.46
			Installation	Quantity 112.00 x Unit Price 111.37 x Factor 1.1500 = Total 14,344.46	
				2 guys, 7 days, to custom fabricate metal door per plans.	
5	01 22 20 00 0061 0001		MOD	For Foreperson, Add	\$358.71
			Installation	Quantity 56.00 x Unit Price 5.57 x Factor 1.1500 = Total 358.71	
6	01 52 19 00 0005		MO	Americans With Disabilities Act Compliant Portable Chemical Toilet	\$945.78
			Installation	Quantity 3.00 x Unit Price 274.14 x Factor 1.1500 = Total 945.78	
				includes one service per week. Client requests an additional service per week (12 additional)	
7	01 52 19 00 0005 0005		MOD	For Each Additional Servicing Per Unit Per Week, Add	\$345.00
			Installation	Quantity 12.00 x Unit Price 25.00 x Factor 1.1500 = Total 345.00	
8	01 52 19 00 0007		MO	Two Station Portable Handwash	\$585.29
			Installation	Quantity 3.00 x Unit Price 169.65 x Factor 1.1500 = Total 585.29	
				Hand wash station for the 3 months	
9	01 56 16 00 0008		SF	6 Mil, Plastic Sheeting, Applied To FloorsIncludes removal after use.	\$96.60
			Installation	Quantity 200.00 x Unit Price 0.42 x Factor 1.1500 = Total 96.60	
				protection during various scopes as required per plans	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 01

10	01 56 16 00 0009	SF	6 Mil, Plastic Sheeting, Applied To Walls	Includes removal after use.					\$1,771.00
			Installation	Quantity	Unit Price	Factor	=	Total	
				2,800.00	x 0.55	x 1.1500	=	1,771.00	
			protection during various scopes as required per plans						
11	01 56 16 00 0010	SF	6 Mil, Plastic Sheeting, Applied To Ceilings	Includes removal after use.					\$167.90
			Installation	Quantity	Unit Price	Factor	=	Total	
				200.00	x 0.73	x 1.1500	=	167.90	
			protection during various scopes as required per plans						
12	01 56 16 00 0026	SF	6 Mil, Fire Retardant, Reinforced, Plastic Sheeting, Applied To Walls	Includes removal after use.					\$695.52
			Installation	Quantity	Unit Price	Factor	=	Total	
				840.00	x 0.72	x 1.1500	=	695.52	
			protect in place security mesh per Demolition RCP note on A1.1						
13	01 56 26 00 0143	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months						\$3,487.72
			Installation	Quantity	Unit Price	Factor	=	Total	
				340.00	x 8.92	x 1.1500	=	3,487.72	
			temp fencing						
14	01 56 26 00 0158	BAG	Temporary Chain Link Fence Panels (Portable) Sandbag	Includes placement and removal.					\$1,396.56
			Installation	Quantity	Unit Price	Factor	=	Total	
				160.00	x 7.59	x 1.1500	=	1,396.56	
			temp fencing						
15	01 74 19 00 0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"	Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.					\$989.10
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	x 860.09	x 1.1500	=	989.10	
			for debris						

Subtotal for Section - 01

\$33,956.75

Section - 02

16	02 41 13 13 0047	SF	>6" To 9" By Hand, Break-up And Remove Welded Wire Reinforced Concrete						\$313.72
			Paving	Quantity	Unit Price	Factor	=	Total	
			Installation	20.00	x 13.64	x 1.1500	=	313.72	
			to access main sewer line per note P on A1.1						
17	02 41 19 13 0058	EA	Saw Cut Minimum Charge	For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.					\$1,340.51
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	x 1,165.66	x 1.1500	=	1,340.51	
			to access main sewer line per note P on A1.1						
18	02 41 19 13 0416	CF	Elevated Concrete Beam/Slab/Steps Removal, Reinforced						\$785.50
			Installation	Quantity	Unit Price	Factor	=	Total	
				48.00	x 14.23	x 1.1500	=	785.50	
			demolition of existing concrete counter per note L on A1.1						
19	02 41 19 16 0003	SF	Scarify Concrete Floor						\$274.80
			Installation	Quantity	Unit Price	Factor	=	Total	
				824.00	x 0.29	x 1.1500	=	274.80	
			prep concrete flooring to receive epoxy flooring						

Subtotal for Section - 02

\$2,714.53

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 03

20	03	21	11	00	0125	LF	#5, Grade 50, Slab On Grade, Steel Reinforcement Bar						\$140.58
						Installation	Quantity	Unit Price	Factor	=	Total		
							64.00	x 1.91	x 1.1500	=	140.58		
							patch back concrete to access main sewer line per note 31 on A1.1						
21	03	21	11	00	0125	0178	MOD	For Up To 100, Add					\$105.98
						Installation	Quantity	Unit Price	Factor	=	Total		
							64.00	x 1.44	x 1.1500	=	105.98		
							patch back concrete to access main sewer line per note 31 on A1.1						
22	03	21	11	00	0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment						\$494.41
						Installation	Quantity	Unit Price	Factor	=	Total		
							16.00	x 26.87	x 1.1500	=	494.41		
							patch back concrete to access main sewer line per note 31 on A1.1						
23	03	30	53	00	0009	CF	Hand Mix And Place 3,000 PSI Concrete For use where conventional equipment access is limited or when directed by the owner. Includes local aggregate, sand, bagged cement (Type I) and water.						\$471.96
						Installation	Quantity	Unit Price	Factor	=	Total		
							20.00	x 20.52	x 1.1500	=	471.96		
							patch back concrete to access main sewer line per note 31 on A1.1						
24	03	30	53	00	0009	0026	MOD	For Up To 25 CF, Add					\$56.12
						Installation	Quantity	Unit Price	Factor	=	Total		
							20.00	x 2.44	x 1.1500	=	56.12		
25	03	61	16	00	0002	CY	Cementitious Flowable Grout						\$3,299.37
						Installation	Quantity	Unit Price	Factor	=	Total		
							6.00	x 478.17	x 1.1500	=	3,299.37		
							for concrete patch back on walls from removed countertop per note L on A 1.1 (2 CY) Plus another 4 CY for random wall repair throughout interior as well as exterior to repair black wall damages per plans						

Subtotal for Section - 03

\$4,568.42

Section - 05

26	05	12	23	00	0675	LF	1-1/2" Square Bar Stock						\$4,715.46
						Installation	Quantity	Unit Price	Factor	=	Total		
							360.00	x 11.39	x 1.1500	=	4,715.46		
							180 LF of tube steel per door. Labor removed from this LI, to be fabricated with welder hour LI above						
27	05	12	23	00	0675	0031	MOD	For Galvanized Steel, Add					\$2,914.56
						Installation	Quantity	Unit Price	Factor	=	Total		
							360.00	x 7.04	x 1.1500	=	2,914.56		

Subtotal for Section - 05

\$7,630.02

Section - 06

28	06	46	29	00	0019	LF	1" x 12" Engineered Wood Fascia Board						\$2,364.86
						Installation	Quantity	Unit Price	Factor	=	Total		
							212.00	x 6.82	x 1.1500	=	1,662.72		
						Demolition	Quantity	Unit Price	Factor	=	Total		
							212.00	x 2.88	x 1.1500	=	702.14		
							remove existing flashing and installation of new per note 07 on A1.1						

Subtotal for Section - 06

\$2,364.86

Section - 07

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 07

29	07	62	13	00	0024	SF	0.024" Thick, Mill Finish, Aluminum Flashing And Trim									\$4,836.99
							Quantity		Unit Price		Factor	=		Total		
						Installation	212.00	x	15.89	x	1.1500	=	3,873.98			
						Demolition	212.00	x	3.95	x	1.1500	=	963.01			
						New flashing above fascia per note 07 on A1.1										
30	07	62	13	00	0024 0074	MOD	For Baked Aluminum Colors, Add									\$173.10
							Quantity		Unit Price		Factor	=	Total			
						Installation	212.00	x	0.71	x	1.1500	=	173.10			

Subtotal for Section - 07

\$5,010.09

Section - 09

31	09	01	60	91	0012	SY	Grinding Of Existing Concrete Floor Prior To Installation Of FlooringUp to 1/8" of material per pass									\$1,055.88
							Quantity		Unit Price		Factor	=	Total			
						Installation	92.00	x	9.98	x	1.1500	=	1,055.88			
						Per Note 16 on A1.1 prep concrete flooring to receive epoxy flooring										
32	09	01	60	91	0013	LF	Up To 6" Wide, Hand Detail Work/Grinding At Wall Of Existing Concrete Floor Prior To Installation Of FlooringUp to 1/4" of material per pass									\$6,091.09
							Quantity		Unit Price		Factor	=	Total			
						Installation	284.00	x	18.65	x	1.1500	=	6,091.09			
						Per Note 16 on A1.1 prep concrete flooring to receive epoxy flooring										
33	09	01	90	52	0005	SF	Chemical Clean, Brush And Wash, Concrete And Masonry Surfaces, Surface Preparation									\$7,169.01
							Quantity		Unit Price		Factor	=	Total			
						Installation	8,096.00	x	0.77	x	1.1500	=	7,169.01			
						Per Note 16 on A1.1										
						5152 SF of interior Block walls to be prepped, primed, & painted										
						824 SF of concrete flooring to be prepped for epoxy flooring										
						2120 SF of exterior block walls to be prepped, primed, and painted.										
34	09	01	90	52	0006	SF	Hand Scrape, Concrete And Masonry Surfaces, Surface Preparation									\$5,865.55
							Quantity		Unit Price		Factor	=	Total			
						Installation	8,096.00	x	0.63	x	1.1500	=	5,865.55			
						Per Note 16 on A1.1										
						5152 SF of interior Block walls to be prepped, primed, & painted										
						824 SF of concrete flooring to be prepped for epoxy flooring										
						2120 SF of exterior block walls to be prepped, primed, and painted.										
35	09	01	90	52	0008	SF	2,000 To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation									\$5,586.24
							Quantity		Unit Price		Factor	=	Total			
						Installation	8,096.00	x	0.60	x	1.1500	=	5,586.24			
						Per Note 16 on A1.1										
						5152 SF of interior Block walls to be prepped, primed, & painted										
						824 SF of concrete flooring to be prepped for epoxy flooring										
						2120 SF of exterior block walls to be prepped, primed, and painted.										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 09

36	09 01 90 52 0019	SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation						\$608.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	840.00 x	0.63 x	1.1500	=	608.58		
			prep, prime, and paint metal screen and post						
37	09 01 90 52 0020	SF	2,000 To 5,000 PSI Pressure Wash, Metal Surfaces, Surface Preparation						\$550.62
			Quantity	Unit Price	Factor	=	Total		
		Installation	840.00 x	0.57 x	1.1500	=	550.62		
			prep, prime, and paint metal screen and post						
38	09 01 90 52 0039	SF	Hand Scrape Wood Surfaces, Surface Preparation						\$2,058.27
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,884.00 x	0.95 x	1.1500	=	2,058.27		
			828 soft Prep, Prime, Paint wood ceiling						
			1060 soft Prep, Prime, Paint soffit and fascia						
39	09 01 90 52 0041	SF	2,000 To 5,000 PSI, Pressure Wash Wood Surfaces, Surface Preparation						\$1,343.29
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,884.00 x	0.62 x	1.1500	=	1,343.29		
			828 soft Prep, Prime, Paint wood ceiling						
			1060 soft Prep, Prime, Paint soffit and fascia						
40	09 67 23 00 0008	SF	3/8" Heavy-Duty (6,000 To 7,500 PSI) Epoxy Flooring Trowel Applied Mortar Compound Includes primer, two 3/16" slurry coats and top seal coats (color).						\$18,118.11
			Quantity	Unit Price	Factor	=	Total		
		Installation	824.00 x	19.12 x	1.1500	=	18,118.11		
			new epoxy floor per note 02 on A1.1						
41	09 67 23 00 0008 0159	MOD	For Skid Resistant Abrasive Sand Finish, Add						\$75.81
			Quantity	Unit Price	Factor	=	Total		
		Installation	824.00 x	0.08 x	1.1500	=	75.81		
42	09 67 23 00 0008 0162	MOD	For >500 To 1,000, Add						\$2,198.43
			Quantity	Unit Price	Factor	=	Total		
		Installation	824.00 x	2.32 x	1.1500	=	2,198.43		
43	09 91 13 00 0026	LF	1 Coat Epoxy Paint, Cut-in Brush Work, Paint Exterior Concrete Block Walls						\$161.87
			Quantity	Unit Price	Factor	=	Total		
		Installation	612.00 x	0.23 x	1.1500	=	161.87		
			exterior block walls to be prepped, primed, and painted.						
44	09 91 13 00 0030	SF	1 Coat Epoxy Filler, Brush/Roller Work, Paint Exterior Concrete Block Walls						\$2,681.80
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,120.00 x	1.10 x	1.1500	=	2,681.80		
			2120 SF of exterior block walls to be prepped, primed, and painted.						
45	09 91 13 00 0032	SF	2 Coats Epoxy Paint, Brush/Roller Work, Paint Exterior Concrete Block Walls						\$5,290.46
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,120.00 x	2.17 x	1.1500	=	5,290.46		
			2120 SF of exterior block walls to be prepped, primed, and painted.						
46	09 91 13 00 0237	LF	1 Coat Primer, Brush/Roller Work, Paint Exterior Metal Door Frame And Trim						\$115.92
			Quantity	Unit Price	Factor	=	Total		
		Installation	84.00 x	1.20 x	1.1500	=	115.92		
			prep, prime, paint metal doors and frames						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 09

47	09	91	13	00	0239	LF	2 Coats Paint, Brush/Roller Work, Paint Exterior Metal Door Frame And Trim										\$248.26
						Installation	Quantity	Unit Price	Factor	=	Total						
							84.00	2.57	1.1500		248.26						
							x	x									
							prep, prime, paint metal doors and frames										
48	09	91	13	00	0244	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Metal DoorBoth faces										\$484.24
						Installation	Quantity	Unit Price	Factor	=	Total						
							4.00	105.27	1.1500		484.24						
							x	x									
							prep, prime, paint metal doors and frames										
49	09	91	13	00	0244	0211	MOD	For Electrostatic Painting, Add									\$83.58
						Installation	Quantity	Unit Price	Factor	=	Total						
							4.00	18.17	1.1500		83.58						
							x	x									
50	09	91	13	00	0246	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Metal DoorBoth faces										\$891.48
						Installation	Quantity	Unit Price	Factor	=	Total						
							4.00	193.80	1.1500		891.48						
							x	x									
							prep, prime, paint metal doors and frames										
51	09	91	13	00	0246	0211	MOD	For Electrostatic Painting, Add									\$159.48
						Installation	Quantity	Unit Price	Factor	=	Total						
							4.00	34.67	1.1500		159.48						
							x	x									
52	09	91	13	00	0315	LF	1 Coat Primer, Brush/Roller Work, Paint Fascia Board										\$448.59
						Installation	Quantity	Unit Price	Factor	=	Total						
							424.00	0.92	1.1500		448.59						
							x	x									
							Prep, Prime, Paint Fascia										
53	09	91	13	00	0315	0230	MOD	For >250 To 500, Add									\$43.88
						Installation	Quantity	Unit Price	Factor	=	Total						
							424.00	0.09	1.1500		43.88						
							x	x									
54	09	91	13	00	0317	LF	2 Coats Paint, Brush/Roller Work, Paint Fascia Board										\$780.16
						Installation	Quantity	Unit Price	Factor	=	Total						
							424.00	1.60	1.1500		780.16						
							x	x									
							Prep, Prime, Paint Fascia										
55	09	91	13	00	0317	0230	MOD	For >250 To 500, Add									\$78.02
						Installation	Quantity	Unit Price	Factor	=	Total						
							424.00	0.16	1.1500		78.02						
							x	x									
56	09	91	13	00	0319	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit										\$826.48
						Installation	Quantity	Unit Price	Factor	=	Total						
							636.00	1.13	1.1500		826.48						
							x	x									
							Prep, Prime, Paint Soffit										
57	09	91	13	00	0321	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit										\$1,404.29
						Installation	Quantity	Unit Price	Factor	=	Total						
							636.00	1.92	1.1500		1,404.29						
							x	x									
							Prep, Prime, Paint Soffit										
58	09	91	13	00	0493	SF	1 Coat Alkyd Anticorrosive Metal Primer, Brush/Roller Work, Paint Exterior Miscellaneous Metal Surfaces										\$1,381.38
						Installation	Quantity	Unit Price	Factor	=	Total						
							840.00	1.43	1.1500		1,381.38						
							x	x									
							prep, prime, and paint metal screen and post										
59	09	91	13	00	0493	0244	MOD	For Epoxy Paint, Add									\$193.20
						Installation	Quantity	Unit Price	Factor	=	Total						
							840.00	0.20	1.1500		193.20						
							x	x									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 09

60	09	91	13	00	0495	SF	2 Coats Alkyd Enamel Paint, Brush/Roller Work, Paint Exterior Miscellaneous Metal Surfaces									\$2,530.92
						Installation	Quantity		Unit Price		Factor	=	Total			
							840.00	x	2.62	x	1.1500	=	2,530.92			
							prep, prime, and paint metal screen and post									
61	09	91	13	00	0495 0244	MOD	For Epoxy Paint, Add									\$299.46
						Installation	Quantity		Unit Price		Factor	=	Total			
							840.00	x	0.31	x	1.1500	=	299.46			
62	09	91	23	00	0038	SF	2 Coats Epoxy Paint, Brush/Roller Work, Paint Interior Concrete Block Walls									\$13,153.06
						Installation	Quantity		Unit Price		Factor	=	Total			
							5,152.00	x	2.22	x	1.1500	=	13,153.06			
							prime and paint interior block walls									
63	09	91	23	00	0058	SF	1 Coat Bonding Agent, Brush/Roller Work, Paint Interior Concrete Block Walls									\$6,161.79
						Installation	Quantity		Unit Price		Factor	=	Total			
							5,152.00	x	1.04	x	1.1500	=	6,161.79			
							prime and paint interior block walls									
64	09	91	23	00	0197	LF	1 Coat Paint, Cut-in Brush Work, Paint Interior Wood Smooth Ceiling									\$68.59
						Installation	Quantity		Unit Price		Factor	=	Total			
							284.00	x	0.21	x	1.1500	=	68.59			
							Prep, Prime, Paint wood ceiling									
65	09	91	23	00	0197 0270	MOD	For Oil Based Paint, Add									\$3.27
						Installation	Quantity		Unit Price		Factor	=	Total			
							284.00	x	0.01	x	1.1500	=	3.27			
66	09	91	23	00	0197 0281	MOD	For >250 To 500, Add									\$9.80
						Installation	Quantity		Unit Price		Factor	=	Total			
							284.00	x	0.03	x	1.1500	=	9.80			
67	09	91	23	00	0201	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Smooth Wood Ceiling									\$985.50
						Installation	Quantity		Unit Price		Factor	=	Total			
							824.00	x	1.04	x	1.1500	=	985.50			
							Prep, Prime, Paint wood ceiling									
68	09	91	23	00	0201 0270	MOD	For Oil Based Paint, Add									\$66.33
						Installation	Quantity		Unit Price		Factor	=	Total			
							824.00	x	0.07	x	1.1500	=	66.33			
69	09	91	23	00	0203	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Smooth Wood Ceiling									\$1,980.48
						Installation	Quantity		Unit Price		Factor	=	Total			
							824.00	x	2.09	x	1.1500	=	1,980.48			
							Prep, Prime, Paint wood ceiling									
70	09	91	23	00	0203 0270	MOD	For Oil Based Paint, Add									\$123.19
						Installation	Quantity		Unit Price		Factor	=	Total			
							824.00	x	0.13	x	1.1500	=	123.19			

Subtotal for Section - 09

\$91,376.36

Section - 10

71	10	14	23	11	0025	EA	>75 To 100 SI, Acrylic, Surface Mount, Indoor/Outdoor Signs With Braille									\$271.35
						Installation	Quantity		Unit Price		Factor	=	Total			
							4.00	x	58.99	x	1.1500	=	271.35			
							new signs per note 37 on A1.1									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 10

72	10	14	23	11	0025	0231	MOD	For Molded Plastic Frame, Add										\$96.60
							Installation	Quantity	4.00	x	Unit Price	21.00	x	Factor	1.1500	=	Total	96.60
73	10	21	13	19	0174		EA	30" x 58" x 3/4", Solid Phenolic, Toilet Partition Door										\$755.45
							Installation	Quantity	1.00	x	Unit Price	632.08	x	Factor	1.1500	=	Total	726.89
							Demolition	Quantity	1.00	x	Unit Price	24.83	x	Factor	1.1500	=	Total	28.55
								remove and replace existing partition doors										
74	10	21	13	19	0174	0182	MOD	For Heavy Gauge Full-Height SS Hinge, Add										\$115.16
							Installation	Quantity	1.00	x	Unit Price	100.14	x	Factor	1.1500	=	Total	115.16
75	10	21	13	19	0174	0186	MOD	For NFPA Class A, Add										\$143.51
							Installation	Quantity	1.00	x	Unit Price	124.79	x	Factor	1.1500	=	Total	143.51
76	10	21	13	19	0176		EA	36" x 58" x 3/4", Solid Phenolic, ADA Compliant Toilet Partition Door										\$1,745.68
							Installation	Quantity	2.00	x	Unit Price	734.16	x	Factor	1.1500	=	Total	1,688.57
							Demolition	Quantity	2.00	x	Unit Price	24.83	x	Factor	1.1500	=	Total	57.11
								remove and replace existing partition doors										
77	10	21	13	19	0176	0182	MOD	For Heavy Gauge Full-Height SS Hinge, Add										\$230.32
							Installation	Quantity	2.00	x	Unit Price	100.14	x	Factor	1.1500	=	Total	230.32
78	10	21	13	19	0176	0186	MOD	For NFPA Class A, Add										\$336.33
							Installation	Quantity	2.00	x	Unit Price	146.23	x	Factor	1.1500	=	Total	336.33
79	10	21	13	19	0180		EA	18" x 58" x 1/2", Solid Phenolic, Toilet Partition Panel										\$820.23
							Installation	Quantity	2.00	x	Unit Price	317.99	x	Factor	1.1500	=	Total	731.38
							Demolition	Quantity	2.00	x	Unit Price	38.63	x	Factor	1.1500	=	Total	88.85
								remove and replace existing partition door panels on side of wide doors										
80	10	21	13	19	0180	0183	MOD	For Heavy Gauge Full-Height SS Brackets, Add										\$143.13
							Installation	Quantity	2.00	x	Unit Price	62.23	x	Factor	1.1500	=	Total	143.13
81	10	21	13	19	0180	0186	MOD	For NFPA Class A, Add										\$125.14
							Installation	Quantity	2.00	x	Unit Price	54.41	x	Factor	1.1500	=	Total	125.14
82	10	28	13	13	0053		EA	Two Roll, Surface Mounted, Stainless Steel Toilet Tissue Dispenser (Bobrick Classic B-2888)										\$527.06
							Installation	Quantity	3.00	x	Unit Price	127.95	x	Factor	1.1500	=	Total	441.43
							Demolition	Quantity	3.00	x	Unit Price	24.82	x	Factor	1.1500	=	Total	85.63
								remove and replace with new										
83	10	28	13	13	0070		EA	40 Fluid Ounce, Surface Mounted, Stainless Steel Soap Dispenser (Bobrick Contura B-4112)										\$353.33
							Installation	Quantity	2.00	x	Unit Price	128.80	x	Factor	1.1500	=	Total	296.24
							Demolition	Quantity	2.00	x	Unit Price	24.82	x	Factor	1.1500	=	Total	57.09
								remove and replace with new. Alpine Industries 423-SSB-2PK not in book. Closest LI										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 10

84	10	28	13	13	0098	EA	Surface Mounted, Stainless Steel Sanitary Seat-Cover Dispenser (Bobrick Classic B-221)								\$393.44
							Quantity		Unit Price		Factor	=	Total		
						Installation	3.00	x	89.22	x	1.1500	=	307.81		
						Demolition	3.00	x	24.82	x	1.1500	=	85.63		
							remove and replace with new								
85	10	28	13	13	0126	EA	20 Gallon, Surface Mounted, Stainless Steel Waste Receptacle (Bobrick B-275)								\$1,188.89
							Quantity		Unit Price		Factor	=	Total		
						Installation	2.00	x	461.74	x	1.1500	=	1,062.00		
						Demolition	2.00	x	55.17	x	1.1500	=	126.89		
							remove and replace with new. Bobrick B-277 not in book. Closest LI								
86	10	28	13	13	0171	EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)								\$320.99
							Quantity		Unit Price		Factor	=	Total		
						Installation	2.00	x	117.50	x	1.1500	=	270.25		
						Demolition	2.00	x	22.06	x	1.1500	=	50.74		
							remove and replace with new. Bobrick B-6897 not in book. Closest LI								
87	10	28	13	13	0171 0150		For Peened Grip, Add								\$16.33
							Quantity		Unit Price		Factor	=	Total		
						Installation	2.00	x	7.10	x	1.1500	=	16.33		
88	10	28	13	13	0172	EA	48" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x48)								\$335.29
							Quantity		Unit Price		Factor	=	Total		
						Installation	2.00	x	123.72	x	1.1500	=	284.56		
						Demolition	2.00	x	22.06	x	1.1500	=	50.74		
							remove and replace with new. Bobrick B-6897 not in book. Closest LI								
89	10	28	13	13	0172 0150		For Peened Grip, Add								\$17.62
							Quantity		Unit Price		Factor	=	Total		
						Installation	2.00	x	7.66	x	1.1500	=	17.62		

Subtotal for Section - 10

\$7,935.85

Section - 22

90	22	01	40	81	0002	EA	Removal And Replacement Of 3/8" To 1/2" Compression Shut-off Valve With 15" Polybutylene Supply Tube								\$274.71
							Quantity		Unit Price		Factor	=	Total		
						Installation	4.00	x	59.72	x	1.1500	=	274.71		
							for sink replacement								
91	22	01	40	81	0003	EA	Removal And Replacement Of 3/8" Compression x 1/2" FIP, Braided Stainless Steel, Supply Lines To Sink/Lavatory								\$105.98
							Quantity		Unit Price		Factor	=	Total		
						Installation	4.00	x	23.04	x	1.1500	=	105.98		
							for sink replacement								
92	22	01	40	81	0017	EA	Removal And Replacement Of Sink Tailpiece Extension, 1-1/2" x 8"								\$62.68
							Quantity		Unit Price		Factor	=	Total		
						Installation	2.00	x	27.25	x	1.1500	=	62.68		
							for sink replacement								
93	22	01	40	81	0018	EA	Removal And Replacement Of Sink Trap, Adjustable, 1-1/2"								\$106.19
							Quantity		Unit Price		Factor	=	Total		
						Installation	2.00	x	46.17	x	1.1500	=	106.19		
							for sink replacement								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 22

94	22	05	76	00	0010	EA	3" Heavy-Duty Floor Cleanout, Round Top, Cast Iron With Cast Bronze Screw Plug And Nickel Bronze Cover							\$1,999.37
							Installation	Quantity	Unit Price		Factor	=	Total	
								2.00	x	869.29	x	1.1500	=	1,999.37
							new clean outs per notes 24 and 25 on A1.1							
95	22	05	76	00	0010	0209	MOD	For Wide Flange, Add						\$223.10
							Installation	Quantity	Unit Price		Factor	=	Total	
								2.00	x	97.00	x	1.1500	=	223.10
96	22	07	16	00	0002	EA	Neoprene Insulation Kit For Under Lavatories							\$927.54
							Installation	Quantity	Unit Price		Factor	=	Total	
								2.00	x	377.45	x	1.1500	=	868.14
							Demolition	2.00	x	25.83	x	1.1500	=	59.41
							per note 20 on A1.1							
97	22	11	19	00	0600	EA	3/4" Hose Valve With Screwed Ends (Chicago Faucets #387-CP)							\$589.15
							Installation	Quantity	Unit Price		Factor	=	Total	
								2.00	x	220.33	x	1.1500	=	506.76
							Demolition	2.00	x	35.82	x	1.1500	=	82.39
							new hose bibs							
98	22	13	13	00	0004	EA	Wall Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture, carrier and flush valve.							\$5,044.14
							Installation	Quantity	Unit Price		Factor	=	Total	
								3.00	x	1,462.07	x	1.1500	=	5,044.14
							new piping for fixtures							
99	22	13	13	00	0006	EA	Wall Mounted Urinal, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and flush valve.							\$739.37
							Installation	Quantity	Unit Price		Factor	=	Total	
								1.00	x	642.93	x	1.1500	=	739.37
							new piping for fixtures							
100	22	13	13	00	0007	EA	Wall Mounted Lavatory, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.							\$1,743.65
							Installation	Quantity	Unit Price		Factor	=	Total	
								2.00	x	758.11	x	1.1500	=	1,743.65
							new piping for fixtures							
101	22	13	13	00	0011	EA	Floor Mounted Service Sink, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture and faucet.							\$1,134.25
							Installation	Quantity	Unit Price		Factor	=	Total	
								1.00	x	986.30	x	1.1500	=	1,134.25
							new piping for fixtures							
102	22	13	19	13	0027	EA	5" x 5" Floor Drain With 4" Bottom Outlet, Nikaloy Top							\$2,698.57
							Installation	Quantity	Unit Price		Factor	=	Total	
								2.00	x	1,014.73	x	1.1500	=	2,333.88
							Demolition	2.00	x	158.56	x	1.1500	=	364.69
							new floor drains							
103	22	13	19	13	0027	0025	MOD	For Galvanized Cast Iron Parts, Add						\$241.50
							Installation	Quantity	Unit Price		Factor	=	Total	
								2.00	x	105.00	x	1.1500	=	241.50

Work Order Number: 146908.00
Work Order Title: Veterans Park Restroom Renovation

104	22	13	19	13 0027	0032	MOD	For Vandal Proof Screws, Add		\$25.30
							Installation	Quantity 2.00 x Unit Price 11.00 x Factor = 1.1500 = Total 25.30	
105	22	42	13	13 0044		EA	Wall Hung Water Closet, Stainless Steel With Hinged Seat, Siphon Jet (Acorn 2105-T-1-HS)		\$3,584.17
							Installation	Quantity 1.00 x Unit Price 2,874.14 x Factor = 1.1500 = Total 3,305.26	
							Demolition	1.00 x 242.53 x 1.1500 = 278.91	
							remove and replace 1 toilet in women's restroom		
106	22	42	13	13 0062		EA	Vertical Adjustable On Stack, Hub And Spigot, Single Water Closet Carrier		\$4,826.93
							Installation	Quantity 3.00 x Unit Price 1,342.20 x Factor = 1.1500 = Total 4,630.59	
							Demolition	3.00 x 56.91 x 1.1500 = 196.34	
							New carriers for toilets		
107	22	42	13	13 0062	0297	EA	For Positioning Frame, Add		\$207.14
							Installation	Quantity 3.00 x Unit Price 60.04 x Factor = 1.1500 = Total 207.14	
108	22	42	13	13 0062	0299	EA	For Supply Pipe Support, Add		\$212.07
							Installation	Quantity 3.00 x Unit Price 61.47 x Factor = 1.1500 = Total 212.07	
109	22	42	13	13 0062	0325	EA	For Special Duty 1,000 Lb. Carrier, Add		\$1,566.96
							Installation	Quantity 3.00 x Unit Price 454.19 x Factor = 1.1500 = Total 1,566.96	
110	22	42	13	13 0071		EA	Removal And Reinstallation Of Wall Hung Water Closet With Flush Valve		\$1,132.59
							Installation	Quantity 2.00 x Unit Price 492.43 x Factor = 1.1500 = Total 1,132.59	
							2 existing toilets to be reused. Remove and reinstall for new carrier installation		
111	22	42	13	16 0029		EA	5' Wall Hung Trough Urinal, Stainless Steel With Strainer And Washdown Pipe (Elkay EU6014C)		\$4,740.43
							Installation	Quantity 1.00 x Unit Price 3,825.68 x Factor = 1.1500 = Total 4,399.53	
							Demolition	1.00 x 296.43 x 1.1500 = 340.89	
							new urinal, carrier, and flush valve		
112	22	42	13	16 0035		EA	Wall Mounted Hanger Plate Type, Single Urinal Carrier		\$338.72
							Installation	Quantity 1.00 x Unit Price 253.58 x Factor = 1.1500 = Total 291.62	
							Demolition	1.00 x 40.96 x 1.1500 = 47.10	
							new urinal, carrier, and flush valve		
113	22	42	13	16 0035	0292	EA	For Up To 6-1/2" Extension Sleeves And Hardware, Add		\$34.49
							Installation	Quantity 1.00 x Unit Price 29.99 x Factor = 1.1500 = Total 34.49	
114	22	42	16	13 0067		EA	18" x 15" Wall Mounted Lavatory, Stainless Steel (Acorn 1950-1)		\$3,954.99
							Installation	Quantity 2.00 x Unit Price 1,530.92 x Factor = 1.1500 = Total 3,521.12	
							Demolition	2.00 x 188.64 x 1.1500 = 433.87	
							new sinks and carriers		
115	22	42	16	13 0109		EA	Wall Mounted Hanger Plate Type, Single Lavatory Carrier		\$677.44
							Installation	Quantity 2.00 x Unit Price 253.58 x Factor = 1.1500 = Total 583.23	
							Demolition	2.00 x 40.96 x 1.1500 = 94.21	
							new sinks and carriers		

Work Order Number: 146908.00
Work Order Title: Veterans Park Restroom Renovation

Subtotal for Section - 22	\$43,642.37
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122	26	27	26	00	0138	EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly		\$368.00	
							Quantity	Unit Price	Factor	Total
						Installation	2.00 x	112.10 x	1.1500 =	257.83
						Demolition	2.00 x	47.90 x	1.1500 =	110.17
						new light switches per plans				
123	26	51	19	00	0314	EA	4' Length, 4,000 Lumens, Wall Bracket And Surface Mount LED Fixture (Lithonia WL4 Series)			\$1,264.59
							Quantity	Unit Price	Factor	Total
						Installation	2.00 x	499.39 x	1.1500 =	1,148.60
						Demolition	2.00 x	50.43 x	1.1500 =	115.99
						remove existing and replace with new LED light fixture				

Section - 31

Contractor's Price Proposal - Detail Page 12 of 14
9/25/2025

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 31

125	31	05	13	00	0004	CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand							\$160.10
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.20	63.28	1.1500		160.10		
							required backfill for sleeve liner of existing sewer line							
126	31	05	13	00	0004 0053	MOD	For Up To 8, Add							\$32.03
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.20	12.66	1.1500		32.03		
127	31	23	16	46	0006	CY	Excavation By Hand In Soil To Expose Underground Pipes And StructuresIncludes stockpiling excess materials and trimming sides and bottom of trench.							\$472.45
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.20	186.74	1.1500		472.45		
							required excavation for sleeve liner of existing sewer line							
128	31	23	16	46	0006	CY	Excavation By Hand In Soil To Expose Underground Pipes And StructuresIncludes stockpiling excess materials and trimming sides and bottom of trench.							\$515.40
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.40	186.74	1.1500		515.40		
							to access main sewer line per note P on A1.1							
129	31	23	16	46	0010	CY	Backfilling by Hand At Exposed Underground Pipes And Structures							\$233.66
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.40	84.66	1.1500		233.66		
							patch back concrete to access main sewer line per note 31 on A1.1							
130	31	23	16	46	0010	CY	Backfilling by Hand At Exposed Underground Pipes And Structures							\$214.19
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.20	84.66	1.1500		214.19		
							required backfill for sleeve liner of existing sewer line							
131	31	23	16	46	0013	CY	Compaction of Fill or Subbase by Hand At Exposed Underground Pipe Or Structures							\$142.14
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.20	56.18	1.1500		142.14		
							required backfill for sleeve liner of existing sewer line							
132	31	23	16	46	0013	CY	Compaction of Fill or Subbase by Hand At Exposed Underground Pipe Or Structures							\$155.06
							Installation	Quantity	Unit Price	Factor	=	Total		
								2.40	56.18	1.1500		155.06		
							patch back concrete to access main sewer line per note 31 on A1.1							
Subtotal for Section - 31													\$2,099.68	

Section - 33

133	33	01	30	11	0004	EA	Initial Set Up For "Crawler" Video Camera Inspection, 4" To 30" Diameter Pipe Or Culvert							\$2,179.53
							Installation	Quantity	Unit Price	Factor	=	Total		
								1.00	1,895.24	1.1500		2,179.53		
							camera inspection before during and after sleeve liner							
134	33	01	30	11	0010	LF	>6" To 12" Diameter Pipe Inspection, Planning/Analysis PhaseCCTV inspection of pipe interior.							\$321.16
							Installation	Quantity	Unit Price	Factor	=	Total		
								87.00	3.21	1.1500		321.16		
							camera inspection before during and after sleeve liner							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 146908.00

Work Order Title: Veterans Park Restroom Renovation

Section - 33

135	33	01	30	11	0019	LF	>6" To 12" Diameter Pipe Inspection, Pre-Rehabilitation PhaseCCTV inspection of pipe interior.								\$473.24
							Installation	Quantity		Unit Price		Factor	=	Total	
								87.00	x	4.73	x	1.1500	=	473.24	
							camera inspection before during and after sleeve liner								
136	33	01	30	11	0028	LF	>6" To 12" Diameter Pipe Inspection, Post-Rehabilitation PhaseCCTV inspection of pipe interior.								\$338.17
							Installation	Quantity		Unit Price		Factor	=	Total	
								87.00	x	3.38	x	1.1500	=	338.17	
							camera inspection before during and after sleeve liner								
137	33	01	30	71	0005	LF	Lining 10" Pipe With Rib Loc								\$7,754.88
							Installation	Quantity		Unit Price		Factor	=	Total	
								87.00	x	77.51	x	1.1500	=	7,754.88	
							Sleeve liner for existing sewer lines								
138	33	01	30	71	0022	EA	Initial Set Up And Final Equipment Removal For Spray Applied Structural Polyurethane Lining								\$2,387.54
							Installation	Quantity		Unit Price		Factor	=	Total	
								1.00	x	2,076.12	x	1.1500	=	2,387.54	
							Sleeve lining for existing sewer lines								

Subtotal for Section - 33 **\$13,454.52**

Proposal Total **\$216,386.04**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: September 25, 2025

Re: IQC Master Contract #: CA-R8-GB-101723-MDJ
Work Order #: 146908.00
Owner PO #:
Title: Veterans Park Restroom Renovation
Contractor: MDJ Management
Proposal Value: \$216,386.04

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: Veterans Park Restroom
Location: 4554 Avenida Granada Cypress, CA 90630
Customer: City of Cypress

Submission Date: 9/25/25

Detailed Scope of Work
Based on Plans provided stamped 7/15/25

Demolition

- Removal of all fixtures and accessories
- Removal of concrete countertop
- Removal of both front metal doors
- Removal of fascia and drip edge
- Sawcut and excavate per plans for maintenance sink and sewer line cleanout

Installation

- Prep all walls, ceiling, and flooring for new coating/painting
- Installation of new stainless restroom fixtures and accessories
- Installation of new LED lighting
- Installation of new fascia and drip edge
 - Custom in field fabrication and replacement of damaged rafter tails
- Custom fabrication and installation of new metal front doors
- Sewer line sleeve liner installed

Notes:

- Complete submittal package to be provided to client upon issuance of contract
 - Exact finish items to be installed to be approved by client through submittal package
- Total Working Days: 60 Working Days
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**Normal Working Hours - Prevailing Wage**), materials, equipment to complete this scope of work.
- Asbestos and Lead Report not included in plans
 - If area is found to be contaminated additional costs to be incurred

- Exclusions:
 - Existing roof to remain as is
 - Existing maintenance storage and recreation storage rooms to remain as is
 - Client responsible for cutting back bushes and trees for MDJ to access building for work

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
 - One year warranty against workmanship
 - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing and/or testing fees, inspection fees, survey or survey fees, and engineering fees unless specified above
- We exclude utilities and hazardous or contaminated material
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost
- We exclude premium time unless specified above
- We exclude anything not specifically mentioned above
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal**. Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:



Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

EXHIBIT B

**SPECIAL REQUIREMENTS
(Superseding Agreement Template)**

Bond No. _____

EXHIBIT C

FAITHFUL PERFORMANCE BOND

SEE ATTACHED

Bond No. _____

EXHIBIT D

LABOR AND MATERIALS PAYMENT BOND

SEE ATTACHED

EXHIBIT E

INVOICE FORM

SEE ATTACHED



September 18, 2025

Daniel Co, P.E,
Assistant City Engineer
City of Cypress
Public Works Engineering

**SUBJECT: PROPOSAL TO PROVIDE CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES FOR VETERANS PARK RESTROOMS
REMODEL PROJECT 395**

Dear Mr. Co,

FCG is pleased to present our proposal to the City of Cypress to provide construction management and inspection services for Veterans Park Restrooms Remodel Project 395 in the amount of \$33,735.60. All work will be completed pursuant to the City of Cypress On-Call Construction Management and Inspection Services Contract dated July 1, 2024.

We look forward to partnering with the City on this project. If there are any questions regarding this proposal, please contact me at (714) 312-0317 or maha.fakhouri@fcgconsultants.com with any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Maha Fakhouri'.

Maha Fakhouri
President / CEO

ATTACHMENT “A” SCOPE OF SERVICES

The scope of services includes part-time inspection services and project controls to assist our inspector in the field.

Below is a list of services included in this proposal:

- Represent the City's interests with the overall construction inspection of this project.
- Monitor the contractor's compliance with the project contract, specifications, and National Pollutant Discharge Elimination System (NPDES).
- Assist City staff with public relations, including distributing construction notices and responding to inquiries of residents and the general public.
- Attend the preconstruction meeting and subsequent weekly field meetings, as needed.
- Assist the City's construction manager in monitoring and documenting the contractor's adherence to the approved construction schedule.
- Be present on the job site when construction is in progress and when inspection is required. Full-time inspection work is proposed as requested by the City. will not be responsible for observing construction activities that are implemented when its inspector is not scheduled/present on site.
- Provide assistance and direction to technicians performing material tests, as needed.
- Measure and verify the project pay item quantities in place. All pay item quantities must be confirmed with the contractor prior to submission of the invoice for payment.
- Review the contractor's invoices.
- Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.) as required for this project.
- Review traffic control and coordinate adjustments as needed.
- Identify items requiring corrective action by either the contractor or the City. Monitor and document timely corrective actions implemented by the contractor.
- Develop punch list items and monitor corrections made.

ATTACHMENT "B"

SCHEDULE OF COMPENSATION

City of Cypress Construction Management and Inspection for
Veterans Park Restrooms Remodel Project 395
60 Working Days Construction Duration

Role / Name			Extended Fee
	Total Hours	Hourly Rate	
Construction Manager	40	\$234.27	\$9,370.80
Facilities Inspector – Pre -Con to Closeout	160	\$152.28	\$24,364.80
Total Estimated Fee			\$33,735.60

Exclusions to Scope and Fee: The following items are specifically excluded:

1. Night-time/weekend inspection and weekday hours in excess of a regular 8-hour shift that would be subject to overtime pay, unless so authorized in writing by the City
2. Submittal and RFI reviews
3. Special inspections



Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: **CA-R8-GB-101723-MDJ**

Service Type: **General Building**

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **MDJ Management, LLC, 531 Main St, Suite 611, El Segundo, CA 90245** (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

A. **EFFECTIVE DATE**. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 6, 2023 or the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION**. This Contract expires **December 5, 2024**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract allows up to five additional one-year extensions upon the request of Sourcewell and written agreement with Contractor. Sourcewell retains the right to consider additional extensions beyond six years as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 8. The Contractor's IDIQ construction service type is: General Building. The Contractor **has** agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: **1.1500**.

B. Other Than Normal Working Hours – Prevailing Wage Rate Projects: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2000.

C. Secured Facilities/OSHPD Prevailing - Wage Rate Projects: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1500.

D. All Union Wage Projects: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1500.

E. Non pre-priced Adjustment Factor: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2800.

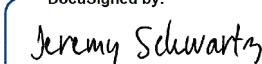
VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Matthew McMillon. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

MDJ Management, LLC

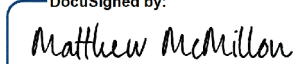
DocuSigned by:

 C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/1/2023 | 2:56 PM CST

DocuSigned by:

 524C8C2D808444C...

By: _____

Matthew McMillon

Title: President

Date: 12/1/2023 | 11:49 AM CST

**AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-GB-101723-MDJ**

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-GB-101723-MDJ, is effective upon the date of the last signature below.

Sourcewell and MDJ Management, LLC ("Contractor") have entered into an Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number **CA-R8-GB-101723-MDJ**, with an initial term ending December 5, 2024, and five bilateral options to extend for an additional one-year term ("Contract"). The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The following is adopted as the new CTC for the Contract effective December 6, 2024:

[Sourcewell California - Region 8](#)

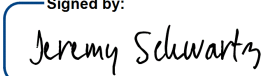
Pursuant to the Contract, Contractor's Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

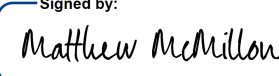
EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 6, 2024 through December 5, 2025.

Sourcewell

MDJ Management, LLC

Signed by:

By: C0ED2A139D06489
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/14/2024 | 8:46 PM CST

Signed by:

By: 524C8C2D808444C
Matthew McMillon
Title: President
Date: 11/14/2024 | 8:26 PM CST



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

9.

FROM: Sean Joyce, Interim City Manager

DATE: 10/27/2025

SUBJECT: Revised City Logo Design Concept(s) for City Council Consideration and Approval

RECOMMENDATION

Select a preferred rebranded City logo from among those presented for your consideration.

DISCUSSION

On September 22 the City Council received a presentation from the City's communications and marketing consultant revealing the citizen survey results associated with the redesign of the City's logo and City seal. Following the presentation, the City Council approved a slightly modified City seal and asked the consultant to modify the proposed logo and return it for further Council consideration. Specifically, there appeared to be consensus that "City of Cypress" should be replaced with "Cypress California". Further comments suggested that the stylistic mountain imagery be replaced with something more evocative of Cypress' flatter terrain.

With the benefit of City Council deliberations, Communications Lab presents a new concept(s) for the City logo presented for your consideration.

BUDGET IMPACT

None associated with selection of a City logo. Unless directed otherwise, it is staff's intention to implement usage of the selected City logo beginning with digital formats (e.g. social media, e-mail, etc.) that do not incur costs. Future undetermined implementation costs will be incorporated into future budgets as needed.

LEGAL REVIEW

None required.

APPROVED BY:

Sean Joyce, Interim City Manager

Attachments

Logo 1

Logo 2

Logo 3

Logo 4

CYPRESS

CALIFORNIA



CYPRESS

CALIFORNIA



CITY OF
CYPRESS

CALIFORNIA



CITY OF
CYPRESS
CALIFORNIA





CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular

10.

FROM: Leo Medrano, Mayor Pro Tem

DATE: 10/27/2025

SUBJECT: Discussion and Direction to Staff Regarding Changing the Day of City Council Meetings

RECOMMENDATION

Provide direction to staff regarding changing the day of regular City Council meetings.

DISCUSSION

Ordinance 774, adopted May 11, 1987, codified § 2-1 of Cypress Municipal Code establishing that the city council shall hold regular meetings on the second and fourth Mondays of each month.

On October 13, 2025, it was moved by Mayor Pro Tem Medrano and seconded by Mayor Burke to agendize an October 27, 2025 discussion of changing the day of City Council meetings to either Tuesday or Wednesday. If such a change were to be made, it would require adoption of an ordinance revising Cypress Municipal Code § 2-1.

If the City Council were to change meeting days from Monday to Tuesday, City staff would seamlessly transition to that new day. However, if the meeting day were to be changed from Monday to Tuesday, doing so would create a conflict for City Attorney Fred Galante that could not be accommodated without requiring two other agencies that Mr. Galante represents to make adjustments to its meeting days.

BUDGET IMPACT

None associated with discussing changing the days on which the City Council would hold its regular meetings.

LEGAL REVIEW

This item has been reviewed by the City Attorney.

APPROVED BY: Sean Joyce, Interim City Manager
