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Please note that all comments are subject to the same Rules of Decorum as would otherwise apply to speakers at City Council meetings.

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NOTE: Commencing January 1, 2024, SpeakUp will no longer be available to submit eComments. Written comments may be sent via email to cityclerk@lapuente.org no later than 4 hours prior to the meeting start time. Email comments will be distributed to the City Council and will become part of the official record for that meeting but will not be read at the time of the City Council Meeting. Any comments received after the deadline for submittal will not become part of the public record for that meeting.

To ensure your correspondence is received by the Council and City staff, please include the subject line "PUBLIC COMMENT."

Cómo enviar comentarios públicos

Tenga en cuenta que todos los comentarios están sujetos a las mismas reglas que se aplicarían a los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios públicos se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street.

Por escrito: Los comentarios electrónicos se pueden enviar a través de SpeakUp en la página de Agendas and Minutes del sitio web de la Ciudad en <https://lapuente.org/agenda/>. Simplemente haga clic en "eComment" para la reunión actual. Proporcione su eComment a más tardar 2 horas antes de la hora de inicio de la reunión.

NOTA: A partir del 1 de enero de 2024, SpeakUp ya no estará disponible para enviar comentarios electrónicos. Los comentarios escritos pueden enviarse por correo electrónico a cityclerk@lapuente.org a más tardar 4 horas antes del inicio de la reunión. Los comentarios por correo electrónico se distribuirán al Concejo Municipal y formarán parte del registro oficial de esa reunión, pero no se leerán en el momento de la reunión del Concejo Municipal. Cualquier comentario recibido después de la fecha límite no formará parte del registro público de esa reunión.

Para garantizar que el Concejo Municipal y el personal de la Ciudad reciba su correspondencia, incluya la línea de asunto "COMENTARIO PÚBLICO".



**REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS**

15900 EAST MAIN STREET, LA PUENTE

DECEMBER 12, 2023

6:00 P.M. CLOSED SESSION

7:00 P.M. REGULAR SESSION

6:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Mendoza and Quinones

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

At this time, only item(s) on the Closed Session agenda may be discussed in Public Comments.

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Manager pursuant to Government Code Section 54957 subdivision (b)(1).
2. CONFERENCE WITH LABOR NEGOTIATORS – Title: City Attorney pursuant to Government Codes Section 54957.6.
Agency designated representatives: Bob Lindsey, City Manager
Unrepresented Employee: City Attorney

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Mendoza, Quinones

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of Certificates of Recognition to La Puente High School Football Varsity Athletes (Council Member Argudo and Council Member Mendoza)

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a public hearing matter, please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. All speakers are requested to observe the City's Rules of Decorum when addressing the City Council. (LPMC section 2.04.120.)

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF NOVEMBER 14, 2023, AND NOVEMBER 30, 2023

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meetings of November 14, 2023, and November 30, 2023.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that said item(s) may be discussed and considered individually by the City Council/Successor Agency, if a motion to remove the item(s) is approved by an affirmative vote of a majority of the members of the City Council/Successor Agency. Those specific item(s) will be considered as the first item under New Business.

D-1 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR CITYWIDE CONCRETE REPAIRS FY 2022-23 PROJECT

Staff Recommendation: It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the Director of Development Services to execute the Notice of Completion.

D-2 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR THE LA PUENTE PARK WEST RESTROOM RENOVATION PROJECT

Staff Recommendation: It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the Director of Development Services to execute the Notice of Completion.

D-3 CONSIDERATION OF A RESOLUTION APPROVING A COMPETITIVE GRANT APPLICATION FOR THE OUTDOOR EQUITY GRANT PROGRAM (OEP)

Staff Recommendation: It is recommended that the City Council approve Resolution No. 23-5840 approving the application for grant funds.

D-4 CONSIDERATION OF AN AGREEMENT BETWEEN PYRO SPECTACULARS, INC. AND THE CITY FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$36,000

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 23-5841 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Pyro Spectaculars, Inc. in the amount of \$36,000; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH ROBERT C. LINDSEY FOR CITY MANAGER SERVICES

Staff Recommendation: It is recommended that the City Council provide direction to Staff.

CITY COUNCIL REORGANIZATION

1. Outgoing remarks by Mayor Klinakis
2. Presentations by Dignitaries and Special Guests
3. Selection of Mayor
4. Selection of Mayor Pro Tem
5. Incoming Mayor Remarks

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <http://www.lapueante.org>.

AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

Meetings of the City Council shall be adjourned no later than 10:30 p.m., unless a motion to supersede the 10:30 time limit to consider some or all of the remaining items listed on the Agenda, or to consider items which have been added to the Agenda in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq., is approved by a majority of the members of the City Council. (Ordinance No. 95-727.)

CERTIFICATION

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated this 7th day of December, 2023.



Martha Torres, MPA
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
NOVEMBER 14, 2023

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapuate.org.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, November 14, 2023, at 6:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:06 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Mendoza.

Members absent: Quinones.

Staff members present: City Manager Bob Lindsey, City Attorney Susie Altamirano, City Attorney Richard Padilla, City Clerk Martha Torres, Director of Development Services John Di Mario, Office Specialist Jackie Cortez.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:08 p.m. to discuss the items as posted on the agenda.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION - Pursuant to Government Code Section 54956.9 subdivision (d)(1) (City of La Puente v. EML, LLC, LASC Case No. 21PSCV00609)
2. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION - Pursuant to Government Code Section 54956.9 subdivision (d)(1) (City of La Puente v. Dank City et al, LASC Case No. 21PSCV00417)

3. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (d)(2) and (e)(3) (one potential matter)
4. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (d)(2) (three potential matters)
5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Manager pursuant to Government Code Section 54957 subdivision (b)(1).
CONFERENCE WITH LABOR NEGOTIATORS – Title: City Manager pursuant to Government Codes Section 54957.6 subdivision (a).
Agency designated representatives: Mayor and City Council
Unrepresented Employee: City Manager

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:14 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Altamirano reported out of closed session and stated that no action was taken on Item No. 1 in closed session. With reference to Item No. 2, no reportable action was taken. In regard to Item No. 3, no action was taken. For Item No. 4, two matters were postponed to a future Special City Council meeting and for one of the matters, the City Council received information and there was no reportable direction. Item No. 5 was postponed to a future Special City Council meeting.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:15 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Mendoza.

Members absent: Quinones.

Staff members present: City Manager Bob Lindsey, City Attorney Susie Altamirano, City Attorney Richard Padilla, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alexander Bauman, Office Specialist Jackie Cortez.

PRESENTATIONS

Mayor Klinakis and Council Member Argudo recognized and presented certificates to the Jr. All American Football Athletes for the Jr. Midgets Division and the Black Flag Division for their outstanding performance and excellence in sportsmanship for the season.

Project LEAD students Geraldine Garcialepe and Isaiah Barcelo thanked the City for their support of the Mock City Council Meeting and spoke about new clubs, teams, and events created to support and inspire students at Workman Elementary School.

Project LEAD student Aaron Guerrero shared that Nelson Elementary School received the Golden Bell Award for Civic Engagement. Project LEAD student Arianna Huerta also spoke about programs and clubs available to engage and support students at Nelson Elementary School.

Council Member Mendoza and Mayor Klinakis thanked the students, parents, teachers, and principals for their hard work and efforts to ensure the success of the Mock City Council Meeting.

Dr. Richard Shope introduced the upcoming play, “Romeo and Juliet Rolling Through East L.A.”. Alex Alpharaoh spoke briefly about the production and introduced the actors who then performed a scene from the play. The play will run from December 8 through December 17, 2023, at the La Puente Community Center.

Community Outreach Program Coordinator Brian Torres of the Programs, Re-employment, and Outreach Services (P.R.O.S.) Team provided an update regarding displaced persons in the City. Mayor Klinakis, Mayor Pro Tem Munoz, and Council Member Argudo thanked the P.R.O.S. Team for their dedicated efforts to maintaining the safety and wellbeing of the City.

In response to an inquiry from Council Member Argudo regarding the City’s communication with the BAART Clinic, discussion ensued regarding concerns with the BAART Clinic, displaced persons in the City, and resources provided by the City.

ORAL COMMUNICATIONS

Liz Spear submitted a written comment announcing the hiring of after-school program facilitators within the Rowland Heights Unified School District.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF OCTOBER 19, 2023, AND OCTOBER 24, 2023

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of October 19 and October 24, 2023. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Mendoza
NOES: None
ABSTAIN: None
ABSENT: Quinones

- B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None
- C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None
- D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Klinakis pulled Items D-3, D-7, and D-8 for further discussion.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1, D-2, D-4 to D-6, and D-9 to D-11. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Mendoza
NOES: None
ABSTAIN: None
ABSENT: Quinones

- D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 23-5835

Action Taken: The City Council and Successor Agency adopted Resolution No. 23-5835 approving Warrant Register No. 1562.

- D-2 CONSIDERATION OF APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR LANDSCAPING MAINTENANCE SERVICES IN THE AMOUNT OF \$411,003.00

Action Taken: The City Council approved the Maintenance Services Agreement with Bright View Landscape Services, Inc. in an amount not to exceed \$411,003.00.

- D-3 CONSIDERATION OF CONTRACT CHANGE ORDER FOR THE IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS, FEDERAL PROJECT NO. HSIPL-5331(021), IN THE AMOUNT OF \$130,000

Mayor Klinakis pulled Item D-3 for further discussion.

In response to an inquiry by Mayor Klinakis regarding current locations and status of the project, Director of Development Services Di Mario clarified that the recent crosswalk lights on Central Ave. and Albert St. are part of the TOWO project.

A motion was made by Mayor Klinakis, seconded by Mayor Pro Tem Munoz, to authorize the City Manager to execute a contract change order with TOWO Enterprise in the amount of \$130,000. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Mendoza
NOES: None
ABSTAIN: None
ABSENT: Quinones

D-4 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR ENERGY SERVICES IMPROVEMENTS

Action Taken: The City Council: (1) accepted the project as complete; and (2) authorized the City Clerk to execute the Notice of Completion.

D-5 CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA PUENTE AND US BANK, NA FOR BANKING SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO (2) ONE-YEAR TERMS

Action Taken: The City Council: (1) approved Amendment No. 1 to the professional services agreement with US Bank National Association; and (2) authorized the City Manager to execute the amendment on behalf of the City.

D-6 CONSIDERATION OF APPROVAL OF A JOB DESCRIPTION FOR A FULL-TIME CHIEF/DIRECTOR OF PUBLIC SAFETY POSITION

Action Taken: The City Council: (1) approved the job description for the full-time Chief/Director of Public Safety position; (2) authorized the City Manager to make an appointment to the position; and (3) provided any necessary direction to Staff.

D-7 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 23-5804 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR PART-TIME POSITIONS, AND APPROVAL OF A JOB DESCRIPTION FOR THE PART-TIME CONCESSION AND EVENT SPECIALIST POSITION

Mayor Klinakis pulled Item D-7 for further discussion.

City Manager Lindsey stated that the City would be creating the position but the position would be reimbursed by the La Puente Community Foundation. In response to an inquiry from Mayor Klinakis regarding funding for the positions, City Manager Lindsey clarified that if the Foundation was unable to reimburse the City, the position would not be filled,

or it would be vacated. In response to an inquiry from Mayor Pro Tem Munoz regarding the recruitment of this position, City Manager Lindsey stated that the employee would be a City employee, and recruitment may come from a job program, an internal search, or an external search.

A motion was made by Mayor Klinakis, seconded by Council Member Argudo, to: (1) adopt Resolution No. 23-5836 rescinding Resolution No. 23-5804 amending the comprehensive personnel system; and (2) approve the job description for the part-time Concession & Event Specialist position. The motion carried by the following roll call vote:

AYES: Klinakis, Argudo, Mendoza
NOES: None
ABSTAIN: Munoz
ABSENT: Quinones

D-8 CONSIDERATION OF APPROVAL FOR CARNIVAL AND CAR SHOW EVENTS

Mayor Klinakis pulled Item D-8 for further discussion.

City Manager Lindsey stated that the La Puente Community Foundation would oversee the car show to be held on Saturday, April 20, 2024, while the City would be responsible for putting on the carnival from Friday, April 19, 2024 through Sunday, April 21, 2024.

City Manager Lindsey clarified that in collaboration with the Foundation, groups such as youth sports teams, would be able to sell tickets and keep those proceeds. The City would generate revenue through the carnival vendors.

City Manager Lindsey further clarified that additional information and agreements would be brought back to the City Council at a future meeting. City Manager Lindsey also noted that a letter of agreement for the location of the carnival between the City of La Puente and the City of Industry would still need to be executed.

A motion was made by Mayor Klinakis, seconded by Mayor Pro Tem Munoz, to approve the Carnival and Car Show events. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Mendoza
NOES: None
ABSTAIN: None
ABSENT: Quinones

D-9 CONSIDERATION OF A RESOLUTION GRANTING A FEE WAIVER FOR LA PUENTE NATIONAL LITTLE LEAGUE FOR THEIR ANNUAL LA PUENTE NATIONAL LITTLE LEAGUE OPENING DAY PARADE

Action Taken: The City Council adopted Resolution No. 23-5837 approving a request for a fee waiver for the La Puente National Little League Opening Day Parade.

D-10 CONSIDERATION OF A RESOLUTION CASTING THE CITY’S VOTES FOR A COUNCIL MEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Action Taken: The City Council adopted Resolution No. 23-5838 casting the City’s votes for Valerie Munoz to represent cities without prescriptive water pumping rights on the Board of the San Gabriel Basin Water Quality Authority.

D-11 AMENDING PROGRAM GUIDELINES FOR THE BUSINESS START-UP GRANT PROGRAM

Action Taken: The City Council adopted Resolution No. 23-5839 approving the amendments to the City’s Business Start-Up Grant Program.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF APPOINTMENT TO THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

A motion was made by Mayor Klinakis, seconded by Mayor Pro Tem Munoz, to appoint Charlie Klinakis as the representative to serve on the San Gabriel Valley Mosquito & Vector Control District Board of Trustees for a two-year term. The motion carried by the following roll call vote:

AYES:	Klinakis, Munoz, Argudo, Mendoza
NOES:	None
ABSTAIN:	None
ABSENT:	Quinones

AD HOC COMMITTEE REPORTS

Code Enforcement and Public Safety Committee: Nothing to report.

La Puente Park Fees, Ordinance and Program Oversight Committee: Nothing to report.

Project LEAD Committee: Council Member Mendoza thanked City Staff for their participation and support in the Mock City Council Meeting.

LPQT Action Committee: Nothing to report.

Adaptive Sports League and Enrichment Programs Oversight Committee: Nothing to report.

Rowland, Bassett, and Hacienda La Puente Unified School Districts Liaison Committee: Nothing to report.

Grant Writing Committee: Nothing to report.

AB 1234 REPORTS – None

ORAL COMMENTS FROM COUNCIL

Mayor Pro Tem Munoz wished everyone a Happy Thanksgiving.

Mayor Klinakis thanked Staff for their work on the Dia de Los Muertos events, thanked the La Puente High School Staff for its Veterans Day event, and wished everyone a Happy Thanksgiving.

Council Member Argudo wished everyone a Happy Thanksgiving, recognized the achievements of the La Puente High School Varsity Football Team, and requested that Certificates of Recognition be presented to the Team at the next City Council meeting. Council Member Argudo allocated \$1,000 from his American Rescue Plan Act (ARPA) discretionary funds for the La Puente High School Football Team.

Council Member Mendoza thanked students for their efforts, allocated \$1,000 from her American Rescue Plan (ARPA) discretionary funds for the La Puente High School Football Team, requested that Certificates of Recognition be presented to the Team at the next City Council meeting, and wished everyone a Happy Thanksgiving.

ORAL COMMENTS FROM STAFF

City Manager Lindsey stated that the La Puente High School Football coach had asked for a collaborative fundraiser to be considered by the City.

City Manager Lindsey also asked for prayers for Senior Code Enforcement Supervisor Buckwell's daughter, as well as for his own nephew's family.

City Manager Lindsey thanked IT Assistant Angel Arrellano for his work.

Community Engagement Supervisor Cardona commented on the success of the first swap meet and stated that the swap meets would now be held every Sunday at the La Puente Park parking lot from 8 a.m. to 2 p.m.

City Manager Lindsey thanked City Staff for their dedicated work on the Holiday events, both past and upcoming.

Director of Community Services Bauman stated the Tree Lighting Ceremony would be held on November 29, 2023, at 6:30 p.m. and the Holiday Parade would be held on December 1, 2023, at 6:00 p.m.

Mayor Klinakis thanked Ed Roski of Majestic Realty for hosting The Land of the Free Foundation Veterans Day Golf Classic Fundraising Tournament that raised \$1.3 million dollars for veterans.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:48 pm.

Approved this 12th day of December, 2023.

Martha Torres, MPA
City Clerk

Charlie Klinakis
Mayor/Chair

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL MEETING OF
NOVEMBER 30, 2023

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapueente.org.

A Special Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on November 30, 2023, at 9:00 a.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 9:06 a.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo (arrived at 9:08 a.m.), Quinones.

Members absent: Mendoza

Staff members present: City Manager Bob Lindsey, City Attorney Richard Padilla, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Community Services Alexander Bauman, Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 9:07 a.m. to discuss the items as posted on the agenda.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (d)(2) (two potential matters)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Manager pursuant to Government Code Section 54957 subdivision (b)(1).
CONFERENCE WITH LABOR NEGOTIATORS – Title: City Manager pursuant to Government Codes Section 54957.6 subdivision (a).

Agency designated representatives: Mayor and City Council
Unrepresented Employee: City Manager

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 11:31 a.m.

REPORT OUT OF CLOSED SESSION

City Attorney Padilla reported out of closed session and stated that with respect to one of the two items, three Council Members were present, and Mayor Klinakis recused himself. With respect to the remaining items of business, all Council Members excluding Council Member Mendoza were present. With respect to each of the items discussed in closed session, there were presentations given, feedback given by the City Council, but no reportable action was taken.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis thanked Staff for their work on the Tree Lighting Ceremony that took place on Wednesday, November 29, 2023, and announced the Holiday Parade is scheduled for Friday, December 1, 2023, at 6:00 p.m.

ORAL COMMENTS FROM STAFF

City Manager Bob Lindsey thanked City Clerk Martha Torres and Management Assistant Cece Dunlap for their work.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 11:33 a.m.

Approved this 12th day of December, 2023.

Martha Torres, MPA
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: December 12, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
William C. Pagett, City Engineer

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR
CITYWIDE CONCRETE REPAIRS FY 2022-23 PROJECT

BACKGROUND

On May 9, 2023, the City Council awarded a construction contract to FS Contractors Inc. in the amount of \$195,409 to complete the Citywide Concrete Repairs FY 2022-23 Project. The purpose of the project was to eliminate trip hazards, improve pedestrian safety and accessibility, address drainage problems, replace deteriorated driveway aprons, and reduce the potential for claims.

DISCUSSION

On July 24, 2023, FS Contractors commenced work on the Project and the Project was completed on October 3, 2023. The project involved the removal and reconstruction of damaged sidewalk, curb and gutter, and driveway aprons at 70 locations citywide. The work also included some localized asphalt pavement repairs and re-establishing survey monuments.

The contractor's bid price for this project was \$195,409. There was one change order on the Project for the construction of a colored concrete semi-circular slab fronting the new amphitheater at La Puente Park. There were also some minor adjustments to the quantities of sidewalk, curb and gutter, and driveway aprons repaired based on the field conditions. The final construction cost for this project was \$211,136.50, which is 8% above the original contract amount due to the final quantity adjustments and the change order work.

FISCAL IMPACT

The Fiscal Year 2022-23 Capital Improvement Program ("CIP") Budget included \$150,000 in Measure M funds for the Concrete Repairs project. At the time of Project award, the City Council adopted Resolution No. 23-5794 allocating an additional \$70,000 in TDA Article 3 funds and \$19,500 in Measure M funds, increasing the budget to \$239,500 to cover the estimated total Project cost.

With a total cost of construction of \$211,136.50, plus associated costs of \$24,735 for project management, construction observation and material testing, the total cost for this Project is \$235,871.50.

RECOMMENDATION

It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the Director of Development Services to execute the Notice of Completion.

ATTACHMENTS

Attachment "A": Notice of Completion

RECORDING REQUESTED BY
CITY OF LA PUENTE
AND WHEN RECORDED MAIL TO

NAME CITY OF LA PUENTE
CITY CLERK
STREET 15900 East Main Street
ADDRESS
CITY La Puente CA 91744
STATE California
ZIP 91744

EXEMPT FROM FILING FEES PER GOV. CODE SECTION 6103

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of La Puente
3. The full address of the owner is 15900 East Main Street, La Puente, CA 91744
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:
NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was substantially completed on October 3, 2023.

8. The work done was: Removal and reconstruction of damaged sidewalk, curb & gutter, and driveways at 70 locations

9. The names of the contractor, if any, for such work of improvement was: FS Contractors Inc.

(If no contractor for work of improvement as a whole, insert "None")

May 9, 2023

(Date of Contract)

10. The property on which said work of improvement was completed is in the City of: La Puente
County of Los Angeles, State of CA, and is described as follows: Citywide Concrete Repairs FY 2022-23

11. The street address of said property is None

(If no street address has been officially assigned, insert "none".)

Executed on _____ at La Puente, CA

John Di Mario, Director of Development Services

(Signature of Owner or corporate officer of Owner named in paragraph 2, or agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of La Puente, the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ at La Puente, CA

City of La Puente, City Clerk

ATTACHMENT A



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: December 12, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR THE
LA PUENTE PARK WEST RESTROOM RENOVATION PROJECT

BACKGROUND

As part of the City's funding from the State Grant for improvements at La Puente Park, the City Council has previously identified the need for improvements for the two remaining older restrooms at the Park.

At the meeting of April 25, 2023, the City Council approved the plans and specifications for the renovation of the west restroom at La Puente Park and authorized Staff to solicit for bids.

At the City Council meeting of June 27, 2023, the City Council awarded a construction contract to Corral Construction & Development Inc. ("Corral") in the amount of \$190,199.00.

DISCUSSION

Corral commenced work on the Project the week of July 10, 2023 and the Project was completed on November 19, 2023. The Project involved a complete remodel of restroom consisting of the replacement of all existing Men's and Women's plumbing fixtures, accessories, partitions, new lighting, new roof, polishing of the existing concrete floors and repainting of the restroom interior and exterior.

The contractor's bid price for this Project was \$190,199.00. During the course of construction, there was one change order in the amount of \$6,977.84 which is 4% of the bid amount. The change order included the following items: change out to a required different model of sink, removal of excessive layers of paint on the block walls, replacement of an additional floor drain, and additional plywood and framing for the replacement of the roof structure.

FISCAL IMPACT

The final construction cost for this project is \$197,176.84, which is four percent (4%) above the original contract amount. This Project was funded mostly from the specified grant fund from the California Department of Parks and Recreation with a small portion from the City's General Fund.

RECOMMENDATION

It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the Director of Development Services to execute the Notice of Completion.

ATTACHMENTS

Attachment “A”: Notice of Completion

RECORDING REQUESTED BY
CITY OF LA PUENTE
AND WHEN RECORDED MAIL TO

NAME CITY OF LA PUENTE
CITY CLERK
STREET 15900 East Main Street
ADDRESS
CITY La Puente CA 91744
STATE California
ZIP 91744

EXEMPT FROM FILING FEES PER GOV. CODE SECTION 6103

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of La Puente
3. The full address of the owner is 15900 East Main Street, La Puente, CA 91744
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:
NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was substantially completed on November 19, 2023.

8. The work done was: Rehabilitation of west restroom at La Puente park

9. The names of the contractor, if any, for such work of improvement was: Corral Construction and Development Inc.

June 27, 2023

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

10. The property on which said work of improvement was completed is in the City of: La Puente
County of Los Angeles, State of CA, and is described as follows: La Puente Park West Restroom Renovation

11. The street address of said property is None

(If no street address has been officially assigned, insert "none".)

Executed on _____ at La Puente, CA

John Di Mario, Director of Development Services

(Signature of Owner or corporate officer of Owner named in paragraph 2, or agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of La Puente, the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ at La Puente, CA

City of La Puente, City Clerk

ATTACHMENT A



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: December 12, 2023

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A COMPETITIVE GRANT APPLICATION FOR THE OUTDOOR EQUITY GRANT PROGRAM (OEP)

BACKGROUND

The Outdoor Equity Grants Program (OEP) improves the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world. OEP's intent is to increase the ability of residents in underserved communities to participate in outdoor experiences within their community, at state parks, and other public lands.

DISCUSSION

OEP will increase the ability of residents in underserved communities, with an emphasis on students eligible for free or reduced-price meals, foster youth, and students of limited English proficiency, to participate in outdoor experiences at state parks and other public lands. OEP's focus is on providing funding for transportation, logistics, program operations, and capacity costs associated with reaching historically underserved urban and rural communities throughout California. OEP grants will improve the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world.

The concept for OEP began with findings in the 2015 Parks Forward Commission Report stating that DPR must expand access to parks for underserved communities and urban populations. The 2015 Parks Forward discussions became a catalyst for AB 209. Californians shared a similar vision in 2017 during thirty focus groups with over 500 participants for the Statewide Comprehensive Outdoor Recreation Plan (SCORP). Throughout the state, from heavily urbanized to rural areas, Californians emphasized a desire for multi-generational programs that "bring families together;" that activate local parks and that take residents with transportation challenges to natural areas outside their communities.

FISCAL IMPACT

Maximum grant request is \$700,000 per application. The Outdoor Equity Grants Program (OEP) supports the HEALTH of Californians through the creation of outdoor programs by funding program operation and transportation costs in underserved communities. OEP will not fund capital projects. There are no matching requirements for the awarded grant funds.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 23-5840 approving the application for grant funds.

ATTACHMENTS

Attachment “A”: Resolution No. 23-5840

RESOLUTION NO. 23-5840

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING THE
APPLICATION FOR OUTDOOR EQUITY GRANTS
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council approves the filing of an application for the La Puente Outdoor Equity and Empowerment Initiative.

SECTION 3. The City has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s).

SECTION 4. If the grant is awarded, the City has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criteria response.

SECTION 5. The City has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 6. The City Council authorizes the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.

SECTION 7. The City agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 8. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: December 12, 2023

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN PYRO SPECTACULARS, INC.
AND THE CITY FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO
JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$36,000

BACKGROUND

The 2024 Fortunato Jimenez Independence Day event is planned for July 03, 2024. Historically, a large-scale fireworks show has been included as a component of this event.

DISCUSSION

The proposed scope of work to be completed by Pyro Spectaculars, Inc. includes the following:

- Development, design, and choreography of the fireworks show.
- Execution of the fireworks display at the event including providing all necessary materials, devices, personnel, tools, safety implements, and insurance coverage.
- Submission of pyrotechnic plans and specifications to the Los Angeles County Fire Department for review and approval.

The elements of the full color display are summarized in the table below:

Main Body - Aerial Shells	
<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Selections	90
◆ 3" Souza Designer Selections	150
◆ 4" Souza Designer Selections	240
Total of Main Body - Aerial Shells 480	
Pyrotechnic Devices	
<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	100 Shots
◆ Sousa Diamond Line Custom Multishot Device	556 Shots
◆ Sousa Silver Line Custom Multishot Device	175 Shots
◆ Sousa Emerald Line Custom Multishot Device	120 Shots
Total of Pyrotechnic Devices 951	
Grand Finale	
<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	72
◆ 3" Souza Designer Bombardment Shells	85
◆ 4" Souza Designer Bombardment Shells	90
Total of Grand Finale 347	
Grand Total 1,778	

In total, 1,778 firework projectiles are included in this agreement. Pyro Spectaculars, Inc provided the fireworks display in 2023 and also for the City of La Puente for over 18 years.

Staff has determined that the safest pyrotechnic firing site and staging area is La Puente High School. Permission has been granted by the Hacienda La Puente Unified School District to conduct this activity on their premises, and school officials have been debriefed regarding the event. La Puente Park, adjacent immediately to the north, will serve as the primary viewing grounds for the show.

In procuring this service, proposals were solicited from multiple purveyors. Pyro Spectaculars, Inc., was the only responsive bidder able to perform a firework show on July 3, 2024. Furthermore, this transaction is exempt from competitive bidding requirements pursuant to La Puente Municipal Code Section 2.20.090.

FISCAL IMPACT

The total proposed contract price is \$36,000 to be drawn from General Fund appropriations.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 23-5841 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Pyro Spectaculars, Inc. in the amount of \$36,000; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Agreement
Attachment "B": Resolution No. 23-5841

PYRO SPECTACULARS

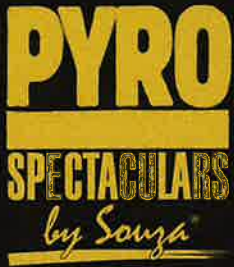
by Souza®

2024 Pyrotechnic Proposal



City of La Puente

July 3, 2024



November 27, 2023
City of La Puente
Alex Bauman
15900 E Main Street
La Puente, CA 91744

Dear Mr. Bauman,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 3, 2024 event. The following proposal outlines your custom designed Program "A" for the amount of \$36,000.00.

Our full service program includes necessary preproduction services, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax, and delivery. To help ensure public safety, we work directly with the local fire authority, and we apply for the necessary fireworks related permits. Our winning combination of products, people, and production capabilities help produce the best fireworks entertainment package for your event.

Your organization will be responsible for payment of permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location, necessary security for the display site, and other event permits.

Please review the enclosed Proposal, Product Synopsis, Production Agreement, and Scope of Work in detail. In order to reserve your program, it is imperative that you return the fully executed agreement, your initial payment, and permit fees to our office by December 15, 2023, the price firm date in your production agreement. The program, pricing, and show date may not be available beyond the price firm date.

If you wish to discuss your program or need more information, please call either me or your Customer Service Representative Luis Ruiz at (909) 355-8120 ext. 227.

Sincerely,

PYRO SPECTACULARS, INC.

A blue ink signature of Marco Montenegro, written in a cursive style.

Marco Montenegro
PYRO Show Producer

MM/lr

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 , Rialto, CA 92377 Phone: (909) 355- 8120 Fax: (909) 355-9813

www.pyrospec.com



Product Synopsis • Pyrotechnic Proposal

City of La Puente

PROGRAM A – July 3, 2024

\$36,000.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Selections	90
◆ 3" Souza Designer Selections	150
◆ 4" Souza Designer Selections	240

Total of Main Body - Aerial Shells 480

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	100 Shots
◆ Sousa Diamond Line Custom Multishot Device	556 Shots
◆ Sousa Silver Line Custom Multishot Device	175 Shots
◆ Sousa Emerald Line Custom Multishot Device	120 Shots

Total of Pyrotechnic Devices 951

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	72
◆ 3" Souza Designer Bombardment Shells	85
◆ 4" Souza Designer Bombardment Shells	90

Total of Grand Finale 347

Grand Total 1,778

*Product descriptions are for specification of product quality, classification, and value.
Final product selections will be based on availability, suitability, and overall artistic style.*



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2023, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and City of La Puente, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 3, 2024, at approximately 9:00 PM, at La Puente Park, 501 N Glendora Ave., La Puente, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$36,000.00~~ USD (**THIRTY-SIX THOUSAND DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee ~~\$18,000.00~~ USD (**EIGHTEEN THOUSAND DOLLARS**) plus estimated permit and standby fees, and other regulatory costs approximated at ~~\$00.00~~ OR an amount to be determined, for a total of ~~\$18,000.00~~, upon the execution of this Agreement by both parties but no later than December 15, 2023. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than July 8, 2024. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the LOS ANGELES COUNTY FIRE DEPARTMENT, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of La Puente, 15900 E Main Street, La Puente, CA 91744.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of La Puente
Program A
July 3, 2024
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through December 15, 2023
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of La Puente

By: 

By: _____

Its: President

Its: _____

Date: 11/27/2023

Print Name

Date: _____

SHOW PRODUCER: Marco Montenegro

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of La Puente ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 3, 2024, at approximately 9:00 PM at La Puente Park, 501 N Glendora Ave., La Puente, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



P.O. Box 2329 • Rialto, CA 92377 • (909) 355-8120

DATE	INVOICE #
11/27/2023	400

BILL TO

**City of La Puente
Alex Bauman
15900 E Main Street
La Puente, CA 91744**

SHIP TO

P.O. NO.	TERMS
	DUE 12/15/23

[illegible]

CUSTOMER

RESOLUTION NO. 23-5841

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, ADOPTING FINDINGS
TO DISPENSE WITH THE OPEN MARKET PROCEDURES
AND APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY AND PYRO
SPECTACULARS INC. FOR A PYROTECHNIC DISPLAY
FOR THE CITY'S FORTUNATO JIMENEZ
INDEPENDENCE DAY CELEBRATION**

WHEREAS, the City has adopted a purchasing system to establish efficient procedures for the purchase of equipment and professional services, to ensure that services are delivered at the lowest possible cost commensurate with the quality needed, and to assure the quality of purchases; and

WHEREAS, pursuant to Section 2.20.070, for those purchases having an estimated value of more than One Thousand (\$1,000.00), but less than twenty-five thousand dollars (\$25,000.00), firm quotes either received in writing or taken verbally but confirmed in writing, shall be obtained; and

WHEREAS, pursuant to Section 2.20.100 of the City's Municipal Code ("Code"), Agreements for professional services may be executed without observing the bidding procedures if the City Manager determines that informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long- standing relationship; reasonableness of cost to perform work; or other similar relevant criteria; and

WHEREAS, the City holds its annual Fortunato Jimenez Independence Day Celebration on July 3rd of every year and as a part of this event, the City displays a free firework show for the community; and

WHEREAS, Pyro Spectaculars, Inc. is familiar with all aspects of the event including the timing, the security, the fire department regulations and the constraints of the limited shooting area; and

WHEREAS, given the services provided by Pyro Spectaculars, Inc., the City's purchasing officer has determined that they have demonstrated experience and competency and have a reasonable cost; and

WHEREAS, given their experience in providing pyrotechnic displays throughout California the City requested a quote from Pyro Spectaculars, Inc. and has determined that the company is capable of providing the City with pyrotechnic services that will meet the City's needs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, the competitive process is unnecessary due to Pyro Spectaculars, Inc. demonstrated experience and competency. Therefore, it is in the City's best interest to enter into an agreement with Pyro Spectaculars, Inc. for a pyrotechnic display on July 3, 2023.

SECTION 3. That the City Council authorizes the City Manager to execute an agreement with Pyro Spectaculars, Inc. for a pyrotechnic display on July 3, 2024.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, City Clerk