



## PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City of Paramount meetings scheduled for **Tuesday, October 24, 2023.**

### **In-person Attendance:**

The public may attend the City Council meeting in-person.

### **View the City Council meeting live stream:**

- YouTube Channel <https://www.youtube.com/user/cityofparamount>
- Spectrum Cable TV Channel 36

### **Public Comments:**

Members of the public wanting to address the City Council, either during public comments or for a specific agenda item, or both, may do so by the following methods:

- **In-Person**

If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public.

- **E-mail: [crequest@paramountcity.com](mailto:crequest@paramountcity.com)**

E-mail public comments must be received by **4:45 p.m. on Tuesday, October 24, 2023.** The e-mail should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments.

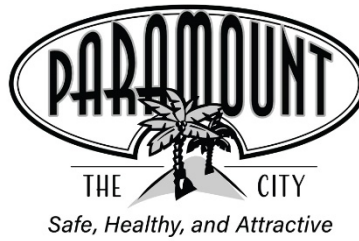
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, October 24, 2023** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject. Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments.

All public comments are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the meeting will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

# AGENDA

Paramount City Council  
October 24, 2023



Regular Meeting  
City Hall Council Chamber  
5:00 p.m.

City of Paramount

16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ [www.paramountcity.com](http://www.paramountcity.com)

**Public Comments:** If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public. Persons are limited to a maximum of three (3) minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law. For additional ways to participate and provide public comments, see the preceding Public Participation Notice.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2225 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**Note:** Agenda items are on file in the City Clerk's office and are available for public inspection during normal business hours. Materials related to an item on this Agenda submitted after distribution of the agenda packet are also available for public inspection during normal business hours in the City Clerk's office. The office of the City Clerk is located at City Hall, 16400 Colorado Avenue, Paramount.

## Notes

CALL TO ORDER: Mayor Isabel Aguayo

PLEDGE OF ALLEGIANCE

ROLL CALL OF  
COUNCILMEMBERS: Councilmember Peggy Lemons  
Councilmember Brenda Olmos  
Councilmember Vilma Cuellar Stallings  
Vice Mayor Annette C. Delgadillo  
Mayor Isabel Aguayo

**PRESENTATIONS**

---

1. VIDEO Crime Prevention Month Recap

---

## CITY COUNCIL PUBLIC COMMENT UPDATES

---

### PUBLIC COMMENTS

---

### CONSENT CALENDAR

---

All items under the Consent Calendar may be enacted by one motion. Any item may be removed from the Consent Calendar and acted upon separately by the City Council.

- |    |                          |   |
|----|--------------------------|---|
| 2. | RESOLUTION NO.<br>23:032 | Authorizing the Termination of Eco-Rapid Transit        |
| 3. | ACCEPTANCE OF<br>WORK    | Neighborhood Street Resurfacing (City Project No. 9331) |

### NEW BUSINESS

---

- |    |                             |   |
|----|-----------------------------|---|
| 4. | ORAL REPORT                 | Community Service Organization Update – Paramount Rotary Club   |
| 5. | ELECTION                    | March 5, 2024 General Municipal Election  |
|    | a) RESOLUTION NO.<br>23:033 | Calling for the Holding of a General Municipal Election to be on Tuesday, March 5, 2024 for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities  |
|    | b) RESOLUTION NO.<br>23:034 | Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to Voters at an Election to be held on Tuesday, March 5, 2024  |
|    | c) RESOLUTION NO.<br>23:035 | Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the City of Paramount's General Municipal Election to be held on Tuesday, March 5, 2024 with the Presidential Primary Election on March 5, 2024 pursuant to Section 10403 of the California Elections Code. |

- 
- |     |                      |   |
|-----|----------------------|---|
| 6.  | AWARD OF<br>CONTRACT | Home Improvement Program<br>Construction Services at 15145 Castana<br>Avenue  |
| 7.  | AWARD OF<br>CONTRACT | West Santa Ana Bikeway Phase II<br>(City Project No. 9932)  |
| 8.  | APPROVAL             | Carryover of Unspent Capital<br>Improvement Project (CIP) Budget<br>Appropriations from Fiscal Year 2022-23<br>to Fiscal Year 2023-24 |
| 9.  | AWARD OF<br>CONTRACT | Downtown Holiday Lighting and<br>Decorations  |
| 10. | APPROVAL             | Proposed 2024 City Special and Holiday<br>Events Schedule   |

---

#### **ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS**

None

---

#### **COMMENTS/COMMITTEE REPORTS**

- Councilmembers
- Staff

---

#### **CLOSED SESSION**

---

#### **ADJOURNMENT**

To a meeting on November 2, 2023 at 11:00 a.m. in the Auditorium at  
Clearwater Building, 16401 Paramount Blvd., Paramount, CA 90723

OCTOBER 24, 2023

VIDEO

CRIME PREVENTION MONTH RECAP

OCTOBER 24, 2023

RESOLUTION NO. 23:032

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AUTHORIZING THE TERMINATION OF ECO-RAPID TRANSIT”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:032  
AUTHORIZING THE TERMINATION OF ECO-RAPID TRANSIT.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN:\_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Heidi Luce, City Clerk  
**Date:** October 24, 2023

---

**Subject: RESOLUTION NO. 23:032 - AUTHORIZING THE TERMINATION OF ECO-RAPID TRANSIT**

## **BACKGROUND**

At the March 28, April 11, and August 22, 2023 City Council meetings, the City Council heard presentations on the status of the Eco-Rapid Transit (ERT) joint powers authority. During the presentations, staff discussed the serious fiscal challenges facing ERT as a result of past budgetary practices, resulting in insufficient funds to support basic operations and to provide services for member cities. At the April 11th meeting ERT requested advanced payment of membership dues to help the organization pay its bills and staff informed the City Council that ERT would likely return to its members requesting additional financial assistance after the start of the 2023-24 fiscal year.

At the August 22nd meeting, the City Council was informed that City staff received an email from the Executive Director of ERT requesting payment from the City in the amount of \$13,888, which, according to the invoice, would be the final payment by the City of Paramount to ERT. This amount reflected the direction the ERT Board gave to the ERT staff at its July 12, 2023 meeting, to begin the restructuring of this joint powers authority to facilitate the conclusion of normal operations of Eco-Rapid Transit as a full-functioning JPA. In response to this information, the City Council authorized the City Manager to remit the City's final membership payment to ERT with the understanding that under this scenario, ERT would dissolve and cease to exist.

## **DISCUSSION**

At the ERT Board of Directors meeting on September 13, 2023, the Board voted unanimously in support of the formal termination of the joint powers authority and directed staff to proceed with necessary steps for dissolution (see attached Board report dated September 13, 2023). As part of the dissolution process, each member city is required to adopt a resolution formally authorizing the termination of ERT. The attached resolution, drafted by ERT General Counsel's Office, must be formally adopted prior to the last ERT Board meeting scheduled for November 8, 2023.

## **FISCAL IMPACT**

There is no fiscal impact.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6: Efficient, Effective, and Fiscally Responsible.

## **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 23:032 authorizing the termination of Eco-Rapid Transit.

Attachments:     Eco-Rapid Transit agenda report dated September 13, 2023  
                         Resolution No. 23:032 Authorizing the Termination of Eco-Rapid Transit





Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formally known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

**County of Los Angeles**  
Hon. Janice Hahn  
Supervisor, Forth District

**City of Artesia**  
Hon. Ali Sajjad Taj  
Chair of the Board

**City of Bell**

**City of Bell Gardens**

**City of Cerritos**  
Hon. Bruce Borrows

**City of Cudahy**  
Hon. Jose R. Gonzalez  
Vice Chair of the Board

**City of Glendale**

**City of Huntington Park**  
Hon. Karina Macias  
Secretary of the Board

**City of Maywood**  
Ms. Angelina Martinez

**City of Paramount**  
Hon. Isabel Aguayo  
Treasurer of the Board

**City of South Gate**  
Hon. Maria Davila

**Burbank-Glendale-Pasadena  
Airport Authority**  
Hon. Frank Quintero

Executive Director  
Eric C. Shen, P.E., PTP, CPE


General Counsel  
Matthew T. Summers

Ex-Officio

Internal Auditor

## AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Eric C. Shen, Executive Director 

DATE: September 13, 2023

SUBJECT: **ITEM 9: Update on the Authority's Restructuring Progress**

Public comments on items on the agenda will be taken at the time the item is called and are limited to 3 minutes per speaker.

## RECOMMENDATION

Authorize Executive Director and General Counsel's Office to take steps to terminate Eco-Rapid Transit subject to final Board approval.

## ISSUES

Staff are seeking the Board's authorization to take steps, including all debts are paid off and past audits are completed, to terminate Eco-Rapid, subject to final Board approval.

## BACKGROUND

At its July 2023 meeting, the Board approved a limited operating budget for FY2023-24 through December 31, 2023 and directed staff to explore restructuring options with Gateway Cities Council of Governments (GCCOG).

On August 9, 2023, ERT Executive Director, Eric Shen, held a formal meeting with Mr. Hector De La Torre, GCCOG Executive Director and Ms. Marisa Perez GCCOG Executive Deputy. The meeting was also guided by Ms. Ivy Tsai, GCCOG General Counsel and Mr. Matthew Summers, ERT General Counsel. At the conclusion of the meeting, Mr. De La Torre agreed to present a proposal to GCCOG's Governing Board for creating a new committee that will continue advocating for the WSAB Project at policy level. In concept, the new committee would be open to jurisdictions within GCCOG and situated along the new transit corridor, most of them are current ERT members. Ms. Perez will provide additional details of the new committee at the ERT Board meeting on September 13 and with the WSAB City Managers Technical Advisory Committee on September 14, 2023.

The new GCCOG committee could be in operation by early 2024. Other than the City of Glendale and the Burbank Airport Authority, the current Eco-Rapid Transit members within GCCOG region will be eligible to join the new committee.



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formally known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

**County of Los Angeles**  
Hon. Janice Hahn  
Supervisor, Forth District

**City of Artesia**  
Hon. Ali Sajjad Taj  
Chair of the Board

**City of Bell**

**City of Bell Gardens**

**City of Cerritos**  
Hon. Bruce Borrows

**City of Cudahy**  
Hon. Jose R. Gonzalez  
Vice Chair of the Board

**City of Glendale**

**City of Huntington Park**  
Hon. Karina Macias  
Secretary of the Board

**City of Maywood**  
Ms. Angelina Martinez

**City of Paramount**  
Hon. Isabel Aguayo  
Treasurer of the Board

**City of South Gate**  
Hon. Maria Davila

**Burbank-Glendale-Pasadena  
Airport Authority**  
Hon. Frank Quintero

Executive Director  
Eric C. Shen, P.E., PTP, CPE

General Counsel  
Matthew T. Summers

Ex-Officio

Internal Auditor

While the current Eco-Rapid Transit Board may consider keeping the current joint powers authority in an inactive state after December 31, 2023, the Board would need to consider the regulatory compliance and associated costs. In the proposed GCCOG Corridor Cities Committee concept, Mr. Da La Torre has clearly stated that GCCOG does not have the resources to administer the inactive Eco-Rapid Transit.

In the interest of accountability, the Board is advised to contemplate the formal termination of the joint powers authority rather than maintaining it in an inactive state. Should the Board consider and approve staff's recommendation, staff will begin taking steps to terminate Eco-Rapid Transit as a joint powers authority, subject to final Board approval.

ERT BOD 20230913 09 UPDATE ON ERT RESTRUCTURING

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:032**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT AUTHORIZING THE TERMINATION OF ECO-RAPID  
TRANSIT

WHEREAS, Eco-Rapid Transit (“ERT”), formally known as Orangeline Development Authority, is a Joint Powers Authority formed in 2003 to pursue development of a transit system along the Gateway Cities Corridor that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient; and

WHEREAS, the City of Paramount has been a member of ERT since October 5, 2004; and

WHEREAS, the City of Paramount has chosen Mayor Isabel Aguayo, to serve on the ERT Board of Directors as its representative; and

WHEREAS, in part due to ERT’s advocacy, Los Angeles County Metropolitan Transportation Authority (“LA Metro”) has resolved to develop the West Santa Ana Branch Transit Corridor (“WSAB”) project – a light rail transit line that will connect southeast LA County to downtown Los Angeles; and

WHEREAS, ERT has therefore served its purpose; and

WHEREAS, during ERT’s July 12, 2023 Regular Meeting, the ERT Board of Directors approved an annual budget through Resolution No. 2023-05, with the intention of restructuring the agency by December 31, 2023; and

WHEREAS, during ERT’s September 13, 2023 Regular Meeting, the ERT Board of Directors authorized ERT Executive Director and ERT General Counsel’s Office to take steps to terminate ERT subject to final Board approval; and

WHEREAS, under Section 3.2(i) of the ERT Joint Powers Agreement, ERT may terminate upon the unanimous vote of its Members; and

WHEREAS, under Section 3.2(a)(7) of the ERT Joint Powers Agreement, any debts of ERT are its own debts, not debts of its members, including the City of Paramount.

WHEREAS, the ERT Board of Directors desires to terminate ERT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** The City Council authorizes its ERT representative to vote to terminate ERT under Section 3.2(i) of the ERT Joint Powers Agreement.

**SECTION 3.** The City Council directs the City Manager and staff to take all needed actions to complete the City of Paramount's withdrawal from ERT, including paying any amounts owed to ERT as final membership dues.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 24<sup>th</sup> day of October 2023.

---

Isabel Aguayo, Mayor

ATTEST:

---

Heidi Luce, City Clerk

OCTOBER 24, 2023

ACCEPTANCE OF WORK

NEIGHBORHOOD STREET RESURFACING (CITY PROJECT NO. 9331)

MOTION IN ORDER:

ACCEPT THE WORK PERFORMED BY ONYX PAVING CO., ANAHEIM, CALIFORNIA, FOR CONSTRUCTION OF THE NEIGHBORHOOD STREET RESURFACING PROJECT AND AUTHORIZE PAYMENT OF THE REMAINING RETENTION.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Adriana Figueroa, Public Works Director  
Sarah Ho, Assistant Public Works Director

**Date:** October 24, 2023

---

**Subject: ACCEPTANCE OF WORK FOR NEIGHBORHOOD STREET RESURFACING (CITY PROJECT NO. 9331)**

## **BACKGROUND**

Each year, the City allocates funding for neighborhood street resurfacing. This includes grinding down the asphalt and repaving streets, replacing damaged curb and gutter, repairing sidewalks, slurry seal pavement, and installing Americans with Disabilities Act (ADA) curb ramps to ensure proper access for all pedestrians. Repairs are planned based on the recommendations of the Pavement Management System, a report completed by our City Engineering firm, Willdan Engineering. The report is a comprehensive review of the condition of all city streets within Paramount boundaries and identifies those streets in most need of repair.

On March 14, 2023, the Director of Public Works opened bids for the project, and the project was awarded to Onyx Paving Co., at the City Council meeting on March 28, 2023. A Notice to Proceed was issued with a start date of May 8, 2023.

## **DISCUSSION**

The work performed under this contract has been inspected under the supervision of the Public Works Director, in conformance with Section 6-8 of the Standard Specifications for Public Works Construction.

The project was completed on September 1, 2023, and the Notice of Completion will be filed with the Los Angeles County Recorder's office after approval by the City Council. The contract retention of \$81,251.07 will be held for thirty-five (35) days from that date.

The final construction cost is \$1,625,021.31 and is below the total budgeted amount of \$1,900,000.00.

For this project, the following streets were repaved:

<u>Street Location</u>	<u>Beginning</u>	<u>End</u>
Florine Avenue	Century Boulevard	South End
Racine Avenue	Mendy Street	End of Cul-De-Sac
Florine Avenue	Mendy Street	End of Cul-De-Sac
Mendy Street	Garfield Avenue	Facade Avenue
Happy Street	Mendy Street	Facade Avenue
Florine Avenue	Racine Avenue	Happy Street
Alondra Boulevard	Hunsaker Avenue	End
Frontage Road		

### **FISCAL IMPACT**

Funding for this project was included in the Fiscal Year 2022-23 and 2023-24 Capital Improvements Project Budget utilizing Measure R funds. The total project amount of \$1,625,021.31 is below the already appropriated amount of \$1,900,000. Therefore, there is currently no additional fiscal impact to the City.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

### **RECOMMENDED ACTION**

It is recommended that the City Council accept the work performed by Onyx Paving Co., Anaheim, California, for construction of the neighborhood street resurfacing project and authorize payment of the remaining retention.

OCTOBER 24, 2023

ORAL REPORT

COMMUNITY SERVICE ORGANIZATION UPDATE – PARAMOUNT  
ROTARY CLUB





**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** David Johnson, Community Services Director

**Date:** October 24, 2023

---

**Subject: ORAL REPORT - COMMUNITY SERVICE ORGANIZATION UPDATE –  
PARAMOUNT ROTARY CLUB**

An oral report providing an overview of the services Paramount Rotary Club provides to the Paramount community will be presented at the City Council meeting.

OCTOBER 24, 2023

A. RESOLUTION NO. 23:033

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:033.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

B. RESOLUTION NO. 23:034

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024”

CONTINUED... PLEASE TURN PAGE

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:034.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

C. RESOLUTION NO. 23:035

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE CITY OF PARAMOUNT’S GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 WITH THE PRESIDENTIAL PRIMARY ELECTION ON MARCH 5, 2024 PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:035.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Heidi Luce, City Clerk  
**Date:** October 24, 2023

---

**Subject: RESOLUTION NOS. 23:033, 23:034, AND 23:035  
MARCH 5, 2024 GENERAL MUNICIPAL ELECTION**

## **BACKGROUND**

The City of Paramount's next General Municipal Election is scheduled for Tuesday, March 5, 2024, to elect three (3) Members of the City Council. The nomination period for City Council candidates is Monday, November 13, 2023 through Friday, December 8, 2023. However, if an incumbent Councilmember whose term of office expires in March 2024 does not file for office, the nomination period will be extended to Wednesday, December 13, 2023 for candidates other than the incumbent.

To initiate the election process for the City's March 5, 2024 General Municipal Election, the City Council must adopt three resolutions – one calling the election; one adopting regulations related to candidate statements, and one requesting consolidation and services from the County of Los Angeles. Each resolution is explained in detail below.

## **DISCUSSION**

### *Calling the Election*

**Resolution No. 23:033** calls for an election to be held in the City of Paramount on Tuesday, March 5, 2024, establishes the purpose of the election (to elect three (3) Members of the City Council), and authorizes the City Clerk to coordinate with the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") to conduct the election.

### *Candidate Statements*

Each candidate for City Council may prepare a Candidate Statement to be included in the Official Sample Ballot Booklet and/or published on the Los Angeles County Registrar/Recorder-County Clerk's website. Pursuant to Elections Code Section 13307, certain regulations pertaining to materials prepared by candidates for municipal elections must be adopted by the governing body.

**Resolution No. 23:034** formalizes and adopts regulations regarding the Candidate Statement. The resolution includes the following:

- Specifies the type of material which may be included in the Candidate Statement.
- Places a 200 word limitation on Candidate Statements.
- Requires that the Candidate Statement be filed with the City Clerk at the time the candidate files a nomination paper.
- Stipulates that a Candidate Statement may be withdrawn, but not changed, during the period for filing a nomination paper and until 5:00 p.m. of the next working day after the close of the nomination period.
- Stipulates that pursuant to the Federal Voting Rights Act of 1965, as amended, a Candidate Statement shall be translated and printed into Spanish.
- Establishes that a deposit shall be required to cover the candidate's pro rata share of the estimated cost of printing, handling, translating, and mailing the Candidate Statement.
- Provides for the online posting of the Candidate Statement on the Registrar-Recorder/County Clerk website.
- Additionally, new this year, the resolution provides an option for candidates to have the Candidate Statement published on the Registrar/Recorder-County Clerk's website, at a set fee, in lieu of printing the statement in the Official Sample Ballot Booklet.

In accordance with regulations contained in this resolution, a copy of Resolution No. 23:034 will be provided to each candidate or the candidate's representative.

#### *Requesting Consolidation and Services*

**Resolution No. 23:035** requests the Los Angeles County Board of Supervisors to direct the Los Angeles County Registrar-Recorder/County Clerk to administer, manage, oversee, and perform all necessary functions, services and tasks related to the City of Paramount's General Municipal Election, and requests that the City's General Municipal Election be consolidated with the Presidential Primary Election to be held on March 5, 2024.

#### **FISCAL IMPACT**

The estimated cost associated with the election is \$140,000 and is included in the Fiscal Year 2023-24 adopted budget.

#### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6: Efficient, Effective, and Fiscally Responsible

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt:

- A. **Resolution No. 23:033** - Calling for the Holding of a General Municipal Election to be Held on Tuesday, March 5, 2024 for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities
- B. **Resolution No. 23:034** - Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be Held on Tuesday, March 5, 2024
- C. **Resolution No. 23:035** - Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the City of Paramount's General Municipal Election to be Held on Tuesday, March 5, 2024 with the Presidential Primary Election on March 5, 2024 pursuant to Section 10403 of California Elections Code

CITY OF PARAMOUNT  
COUNTY OF LOS ANGELES, CALIFORNIA

**RESOLUTION NO. 23:033**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on March 5, 2024 for the election of Municipal Officers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

**SECTION 1.** The above recitation is true and correct.

**SECTION 2.** Pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Paramount, California, on Tuesday, March 5, 2024, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four (4) years.

**SECTION 3.** The ballots to be used at the election shall be in form and content as required by law.

**SECTION 4.** The City Clerk is authorized, instructed and directed to coordinate with the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 5.** The vote centers, operated by the County Registrar, for the election shall be open as required during the identified voting period pursuant to Sections 4007 and 14401 of the Elections Code of the State of California.

**SECTION 6.** In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 7.** Notice of the time and place of holding the election is given and the City Clerk and County Registrar are authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

**SECTION 8.** The City Council authorizes the City Clerk, in coordination with the County Registrar, to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**SECTION 9.** The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**SECTION 10.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 24<sup>th</sup> day of October 2024.

---

Isabel Aguayo, Mayor

ATTEST:

---

Heidi Luce, City Clerk



CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:034**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE  
PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE  
VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the Candidate Statement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

**SECTION 1.** The above recitation is true and correct.

**SECTION 2. GENERAL PROVISIONS.** Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Paramount on March 5, 2024 may prepare a Candidate Statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten and digital form in the office of the City Clerk at the time the candidate's nomination papers are filed. The Candidate Statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

**SECTION 3. FOREIGN LANGUAGE POLICY.** Pursuant to the Federal Voting Rights Act, the Candidate Statement shall be translated into Spanish and all other required languages. In coordination with the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar"), the City Clerk shall have all Candidate Statements translated and printed in the Official Sample Ballot Booklet in Spanish and all other required languages. The County Registrar will make the voter information guides and candidate statements in the required languages available at all vote centers, on the County's website, and in the Election Official's office.

**SECTION 4. PAYMENT.** For Candidate Statements to be printed in the Official Sample Ballot Booklet, the City Clerk shall work with the County Registrar to estimate the total cost of printing, handling, translating, and mailing the Candidate Statements filed, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended, and require each candidate filing a Candidate Statement to pay in advance to the City of Paramount his or her estimated pro rata share as a condition of having his or her statement included in the Official Sample Ballot Booklet. The estimate is just an

approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid.

**SECTION 5. ELECTRONIC DISTRIBUTION.** Pursuant to Section 13307(c) of the California Elections Code, the governing body of the City of Paramount authorizes the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Candidates may prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. A statement prepared pursuant to this subdivision shall be posted on the internet website of the County Elections Official. Pursuant to Section 13307.7(a) of the Elections Code, candidates shall provide advance payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code. When a candidate submits a Candidate Statement to be printed in the Official Sample Ballot Booklet pursuant to Section 4 of this resolution, electronic distribution shall be included and no additional cost.

**SECTION 6. MISCELLANEOUS.** Translations shall be provided by professionally-certified translators and the City Clerk and County Registrar shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

**SECTION 7. ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the Official Sample Ballot Booklet.

**SECTION 8.** The City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

**SECTION 9.** All previous resolutions establishing City Council policy on payment for Candidate Statements are repealed.

**SECTION 10.** This resolution shall apply only to the election to be held on March 5, 2024 and shall then be repealed.

**SECTION 11.** The City Clerk shall certify to the passage and adoption of this resolution and enter it in the book of original resolutions.

**SECTION 12.** This Resolution shall take effective immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 24<sup>th</sup> day of October 2023.

---

Isabel Aguayo, Mayor

ATTEST:

---

Heidi Luce, City Clerk

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:035**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE CITY OF PARAMOUNT'S GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 WITH THE PRESIDENTIAL PRIMARY ELECTION ON MARCH 5, 2024 PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Paramount called a General Municipal Election to be held on Tuesday, March 5, 2024 for the purpose of the election of three (3) Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Presidential Primary Election to be held on the same date and that within the city the precincts, vote centers, and election officers of the two (2) elections be the same, and that the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one (1) election; and

WHEREAS, Elections Code Section 10002 authorizes the City to request by resolution that the Board of Supervisors of Los Angeles County ("Board of Supervisors") authorize the County Registrar to conduct specified election services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** The City Council adopted Resolution No. 23:033 on October 24, 2024 calling and ordering to be held in the City of Paramount, California, on Tuesday, March 5, 2024, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four (4) years.

**SECTION 3.** The City Council requests the Board of Supervisors to direct the County Registrar to administer, manage and perform all necessary functions, services and tasks related to the complete and successful conduct of the consolidated election; including the provision of all election materials and equipment; the hiring, training and supervision of poll workers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials in the required languages for the City of Paramount; the collection of submitted ballots; the tallying of votes; and canvassing of election results.

**SECTION 4.** The foregoing notwithstanding, County Registrar's services shall not include final declaration of the results by the City Council pursuant to Elections Code Sections 10262 through 10265.

**SECTION 5.** The City Council further requests the Board of Supervisors to consent and agree to the consolidation of the City of Paramount's General Municipal Election with the Presidential Primary Election to be held on March 5, 2024, and that the County of Los Angeles take all necessary steps to hold a consolidated election.

**SECTION 6.** The City of Paramount recognizes that expenses will be incurred by the County by reason of this consolidation and agrees to reimburse the County for these costs.

**SECTION 7.** The candidate nomination and filing process shall occur in the City of Paramount for convenience of residents between the dates of November 13, 2023 and December 8, 2023, unless extended to December 13, 2023 in the event that an incumbent does not file, and shall be conducted by the City Clerk with the support of the County Registrar.

**SECTION 8.** The vote centers, operated by the County Registrar, for the election shall be open as required during the identified voting period pursuant to Sections 4007 and 14401 of the Elections Code of the State of California.

**SECTION 9.** In all particulars not otherwise specifically provided in this resolution, the election shall be held and conducted as provided by law.

**SECTION 10.** The City Council directs the City Clerk to file a certified copy of this resolution with the County Registrar and the Board of Supervisors.

**SECTION 11.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**SECTION 12.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of October 2023.

---

Isabel Aguayo, Mayor

ATTEST:

---

Heidi Luce, City Clerk

OCTOBER 24, 2023

AWARD OF CONTRACT

HOME IMPROVEMENT PROGRAM CONSTRUCTION SERVICES AT 15145  
CASTANA AVENUE

MOTION IN ORDER:

AWARD THE CONTRACT FOR CONSTRUCTION SERVICES TO VV&G IN  
THE TOTAL AMOUNT OF \$39,035.00 FROM FEDERAL HOME FUNDS AND  
PROPERTY OWNER CONTRIBUTIONS FOR HOME IMPROVEMENT  
PROGRAM CONSTRUCTION SERVICES AT 15145 CASTANA AVENUE.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
**Date:** October 24, 2023

---

**Subject: AWARD OF CONTRACT – HOME IMPROVEMENT PROGRAM  
CONSTRUCTION SERVICES AT 15145 CASTANA AVENUE**

## **BACKGROUND**

The Paramount Home Improvement Program is funded with Federal Home Investment Partnership (HOME) monies and is intended to provide improvements for owner-occupied, single-family detached dwellings and mobile homes on fixed foundations. Grant funds only cover City-approved improvements, and applicants must meet strict guideline criteria as an income-qualifying senior (at least 62 years of age with household income at or below 80% of area median income) or as a low-to-moderate-income household (50% of the area median income for a particular household size). The City uses HOME funds to provide necessary improvements and correct deficient construction. The general contractor works closely with staff to ensure compliance with the Building Code and other construction codes.

## **DESCRIPTION**

This request is for an award of contract for Home Improvement Program construction services at 15145 Castana Avenue. The contract is not between the City and a contractor; rather, the City facilitates a contract between the property owner and a contractor.

Below are photos of the property:



The homeowner solicited three construction bids from a City-approved bid package. VV&G was selected as the lowest qualified bidder. VV&G is a longstanding contractor in Paramount, and has maintained an active “B” General Building Contractor license since 2012. The work to be completed at the residence includes the following (summary attached) – reroof the house, replace windows, apply new stucco color coat, paint exterior trim, provide and install a new water heater, and provide and install smoke and carbon monoxide detectors.

## **Funding**

Under the Home Improvement Program, the City contributes 80% or 90% of project construction costs with the property owner contributing 20% or 10% of the overall cost of construction depending on qualifying household status. A household is eligible to receive a maximum grant of \$21,600 if contributing 80% of project costs or a maximum grant of \$24,300 if contributing 90% of project costs. A project with total construction costs exceeding the combined formula requires the property owner to contribute additional funds.

In this case, the property owner qualifies for the 90% grant. The property owner will receive a \$8,000 loan and benefit from \$24,300 of HOME grant funds.

## **FISCAL IMPACT**

Funding for the Home Improvement Program is included in the Fiscal Year 2023-2024 budget. The approved budget satisfies the required \$24,300.00 HOME funding for this project.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City’s Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 3: Economic Health.

## **RECOMMENDED ACTION**

It is recommended that the City Council award the contract for construction services to VV&G in the total amount of \$39,035.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 15145 Castana Avenue.



**CITY OF PARAMOUNT**  
**Home Improvement Program**  
**Bid Review and Grant/Loan Summary**

Torres, Carlos 15145 Castaña Ave.		Bid Breakdown (as bid-scenario #1)		
		VV&G	Cal-Home	Bashford
1	Provide & Install Smoke & CO Detectors	440.00	490.00	500.00
2	Provide & Install Water Heater	2,400.00	3,200.00	3,250.00
3	Provide & Install Windows	9,365.00	12,325.00	12,500.00
4	Color Coat	16,500.00	13,500.00	14,500.00
5	Exterior Trim Paint	4,700.00	3,500.00	4,500.00
6	Re-Roof (repair)	3,130.00	7,500.00	6,000.00
7	Asbestos Abatement	NA	NA	NA
8	Lead Abatement	NA	NA	NA
Total Bid Amount		36,535.00	40,515.00	41,250.00
Contingency		2,500.00	2,500.00	2,500.00
Total Construction Amount		39,035.00	43,015.00	43,750.00

LBP ACM Abatement (City)	-	-	-
City Grant - 90% (max. \$24,300)	24,300.00	24,300.00	24,300.00
City Loan (0%-Deferred, max. \$8,000)	8,000.00	8,000.00	8,000.00
Owner Contribution	6,735.00	10,715.00	11,450.00
Total Construction Amount	39,035.00	43,015.00	43,750.00

I/We, hereby state that after reviewing all submitted bid estimates and work description from the contractors(s),

I/We have selected **V V + G**



Carlos Torres

**10-5-23**

Date

OCTOBER 24, 2023

AWARD OF CONTRACT

WEST SANTA ANA BIKEWAY PHASE II (CITY PROJECT NO. 9932)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE AN ADDITIONAL \$2,912,900 FROM THE AVAILABLE STATE BUDGET ALLOCATION AND MEASURE M FUNDS; AND 2) AWARD THE CONTRACT FOR THE WSAB BIKEWAY PHASE II TO HORIZONS CONSTRUCTION CO. INTERNATIONAL, ORANGE, CALIFORNIA, IN THE AMOUNT OF \$6,949,881.70, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Adriana Figueroa, Public Works Director  
Sarah Ho, Assistant Public Works Director

**Date:** October 24, 2023

---

**Subject: AWARD OF CONTRACT FOR WEST SANTA ANA BIKEWAY PHASE II  
(CITY PROJECT NO. 9932)**

## **BACKGROUND**

For a number of years, the City has been pursuing funding and land lease agreements to construct the West Santa Ana Branch (WSAB) Bikeway Class I bicycle and pedestrian trail along the railroad right-of-way that runs diagonally across the City. The project has been planned in phases, allowing the City to request funding from different sources and negotiate the various lease agreements in order to complete the approximate 2.3 mile trail that connects users from the Los Angeles River to the San Gabriel River through the cities of Paramount and Bellflower. Phase II of this project, from Somerset Boulevard to Rosecrans Avenue, includes bicycle and pedestrian infrastructure improvements including fencing, energy efficient LED pedestrian lighting, landscaping, decomposed granite, Americans with Disabilities Act (ADA) curb ramps, at-grade pedestrian/cyclist crossing, and street furniture for trail users. The project will improve mobility and connectivity through the City by expanding recreational opportunities for community members. This project aligns with the Bellflower-Paramount Joint Active Transportation Plan approved by City Council in 2019.

Funding for Phase II has been achieved through a variety of sources, including a competitive grant, Caltrans Active Transportation Program, and through funding allocations from the State budget from Speaker Emeritus Anthony Rendon in 2022, and from Senator Lena Gonzalez in 2023. At the time of Fiscal Year 2023-24 Budget preparation, the budget allocation from Senator Lena Gonzalez had not yet been finalized so it was not included in this project's overall budget. This will be adjusted during the midyear budget process.

## **DISCUSSION**

On Thursday, September 14, 2023, the City published the Request for Proposals in the Paramount Journal and on the City's website.

On Tuesday October 10, 2023, the Director of Public Works opened and examined the bids for the WSAB Bikeway Phase II. The bids were opened at 11:00 AM at the City Yard.

Three (3) bids were received, and the apparent low bid submitted by Environmental Construction, Inc. amounted to \$6,416,982.00. Bids received ranged from \$6,416,982.00 to \$7,260,537.76. On October 16, 2023, Environmental Construction, Inc. submitted a letter requesting to withdraw their bid (Attachment A). Therefore, the lowest responsible and responsive bid for this project was submitted by Horizons Construction Co. International in the amount of \$6,949,881.70.

The following is a breakdown of estimated total project costs:

Project:	\$ 6,949,881.70
Contingency (10%):	\$ 694,988.17
Total:	<u>\$ 7,644,869.87</u>

### **FISCAL IMPACT**

Funding for this project was included in the Fiscal Year 2023-24 Capital Improvements Budget utilizing grant and State budget allocation funds. The total project amount of \$7,644,900 exceeds the already appropriated amount of \$4,732,000. The additional \$2,912,900 needed for this project will be funded utilizing a combination of State budget allocation funds and Measure M.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 2: Community Health and No. 5: Attractive and Well-Maintained Infrastructure.

### **RECOMMENDED ACTION**

It is recommended that the City Council 1) appropriate an additional \$2,912,900 from the available State budget allocation and Measure M funds; and 2) award the contract for the WSAB Bikeway Phase II to Horizons Construction Co. International, Orange, California, in the amount of \$6,949,881.70, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: WEST SANTA ANA BIKEWAY PHASE II (CITY PROJECT NO. 9932)

BID DATE: October 10, 2023

BID TIME: 11:00 AM

	<b><u>Company Name</u></b>	<b><u>Company Address</u></b>	<b><u>Bid Amount</u></b>
1.	Environmental Construction, Inc.	Woodland Hills, CA 91387	\$6,416,982.00
2.	Horizons Construction Co. International	Orange, CA 92865	\$6,949,881.70
3.	PUB Construction, Inc.	Diamond Bar, CA 91765	\$7,260,537.76



## ENVIRONMENTAL CONSTRUCTION, INC.

---

General Engineering Contractors  
21550 Oxnard Street, Suite #1060  
Woodland Hills, CA 91367  
818-449-8920

October 16, 2023

City of Paramount  
16400 Colorado Avenue,  
Paramount, California 90723  
Attention: Construction Contracts Team Manager

Re: **WEST SANTA ANA BRANCH MULTI-USE TRAIL PHASE II  
AND PARAMOUNT PARKING LOT AND GRADING, FY 2023-2024**  
Project ID No. **9932**

Dear Construction Contracts Manager:

Environmental Construction, Inc. hereby requests relief from its October 10, 2023 bid for the above-noted project due to a clerical error. This request is in accordance with Section 5103 of the Public Contract Code.

A clerical error was made in Item #51 Landscaping and Irrigation. This error resulted in the bid item being short \$232,200.00. Had this clerical error not been made, our total bid would've been \$6,648,982.00.

Please review and approve our request to withdraw this bid proposal. I am available at 818-449-8920 to provide you with additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Farid Soroudi", is written over a faint, circular blue ink stamp.

Farid Soroudi  
President

CITY OF PARAMOUNT  
CONTRACT AGREEMENT  
FOR

WEST SANTA ANA BRANCH MULTI-USE TRAIL PHASE II  
AND PARAMOUNT PARKING LOT DRAINAGE AND GRADING  
FY2023-2024

PROJECT NO. 9932

This contract agreement is made and entered into for the above-stated project this 24th day of October 2023, by and between the City of Paramount, as AGENCY and Horizons Construction Co. International as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or

obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

#### ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

#### ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

#### ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,500,000
Product/Completion Operations	\$1,500,000
Contractual General Liability	\$1,500,000
Comprehensive Automobile Liability	\$1,500,000

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted



surety insurer” duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of Paramount, its officers, agents, and employees as additional insured by endorsement of the Contractor’s policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

#### ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

#### ARTICLE VIII

Blank

#### ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

#### ARTICLE X

False Claims and Debarment Procedures. The AGENCY hereby gives notice to Contractor that Chapter 34 of the Paramount Municipal Code dealing with false claims of contractors provides for an administrative debarment action for submitting a false claim subjecting Contractor to a potential five (5) year debarment upon finding that Contractor knowingly submitted a false claim as further set forth in Chapter 34. Failure to abide by the provisions of Chapter 34 may lead to a disqualification of the Contractor as an irresponsible bidder and resultant prohibition of Contractor, from bidding as a Contractor, Subcontractor or Consultant for a period up to five (5) years in the City of Paramount.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 24th day of October 2023.

Contractor: \_\_\_\_\_  
(Signature)

Name and Title (Printed) \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Agency Business License No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

**Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.**

AGENCY: \_\_\_\_\_  
Mayor of the City of Paramount

Attested: \_\_\_\_\_  
City Clerk of the City of Paramount  
Date \_\_\_\_\_

Approved  
as to form: \_\_\_\_\_  
City Attorney of the City of Paramount  
Date \_\_\_\_\_

FAITHFUL PERFORMANCE BOND  
FOR

WEST SANTA ANA BRANCH MULTI-USE TRAIL PHASE II  
AND PARAMOUNT PARKING LOT DRAINAGE AND GRADING  
FY 2023-2024

IN THE CITY OF PARAMOUNT  
PROJECT NO. 9932

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ as  
CONTRACTOR and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact  
business under the laws of the State of California, as SURETY, are held and firmly bound unto the \_\_\_\_\_  
City of Paramount, as AGENCY, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is 100 percent of the total contract  
amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and  
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter  
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills  
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,  
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for  
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or SURETY,  
and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an  
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party  
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing  
body.

Dated: \_\_\_\_\_

BIDDER: Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Type Name and Title: \_\_\_\_\_

SURETY: Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Type Name and Title: \_\_\_\_\_

**Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,  
and evidence of the authority of any person signing as attorney-in-fact must be attached.**

MATERIAL AND LABOR BOND  
FOR

WEST SANTA ANA BRANCH MULTI-USE TRAIL PHASE II  
AND PARAMOUNT PARKING LOT DRAINAGE AND GRADING  
FY 2023-2024

IN THE CITY OF PARAMOUNT  
PROJECT NO. 9932

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as CONTRACTOR, and  
\_\_\_\_\_, a corporation organized and existing under the laws of the State  
of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and  
firmly bound unto the City of Paramount, as AGENCY, in the penal sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), which is 100 percent of the total contract amount for the above-stated project, for payment of which  
sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter  
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to  
pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit  
amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount  
not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State  
Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion  
made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice  
of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an  
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party  
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing  
body.

Dated: \_\_\_\_\_

BIDDER: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Type Name and Title \_\_\_\_\_

SURETY: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

**Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,  
and evidence of the authority of any person signing as attorney-in-fact must be attached.**

OCTOBER 24, 2023

CARRYOVER OF UNSPENT CAPITAL IMPROVEMENT PROJECT (CIP)  
BUDGET APPROPRIATION FROM FY 2022-23 TO FY 2023-24

MOTION IN ORDER:

APPROVE THE CARRYOVER OF \$2,978,814 IN UNSPENT CIP BUDGET  
APPROPRIATIONS FROM FY 2022-23 TO FY 2023-24 IN THE VARIOUS  
FUNDS AND PROJECTS SHOWN IN ATTACHMENT A.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Kim Sao, Finance Director  
**Date:** October 10, 2023

---

**Subject: CARRYOVER OF UNSPENT CAPITAL IMPROVEMENT PROJECT (CIP)  
BUDGET APPROPRIATION FROM FY 2022-23 TO FY 2023-24**

## **BACKGROUND**

During the budget adoption process in June, staff estimated that certain capital improvement projects (CIP) would be completed and paid by June 30, 2023. Those CIPs that were projected to roll over to the next year were included in the FY 2023-24 Adopted Budget as carryover budgets, which totaled \$23,325,550. However, the true amount of unexpended budget is not known until a few months after the close of the fiscal year when all FY 2022-23 invoices are paid. In prior fiscal years, the true-up of CIP carryover budget was done as part of the midyear budget process. We are adjusting the carryover budget at an earlier time this year to improve the management of CIP budgets and make funding available for the continuation of projects that were completed since July 2023 or are currently in progress.

## **DISCUSSION**

By nature, capital improvement projects typically take several years to complete, and therefore, the budget for many of these projects spans across fiscal years. Depending on the scope, nature, and type of the individual CIP project, not all appropriations are spent in one fiscal year. To avoid any lapse in CIP budget, it is a normal accounting procedure, at the close of each fiscal year, that the associated budget amounts of unfinished CIPs get carried forward and re-appropriated in the next fiscal year. The process of re-appropriating funds is an annual accounting procedure necessary for the City's financial records to be accurate. Without it, the FY2023-24 Budget will be overspent.

When a CIP budget appropriation is not utilized in the fiscal year in which it was approved, the savings are put back into the original fund balance at the close of the fiscal year, and then this funding becomes available for re-appropriation in the new fiscal year. Re-appropriation of only the unspent budget portion ensures that duplication of budget does not occur.

## FISCAL IMPACT

The FY 2023-24 Adopted Budget included a total CIP Carryover of \$23,325,550. The additional carryover of \$2,978,814 is needed to cover expenses incurred in FY 2023-24. The list of carryover projects is provided in Attachment A. The carryover by fund is shown in the table below:

<b>Fund No.</b>	<b>Fund Descriptions</b>	<b>Amount</b>
Fund 111	General Fund	\$ 687,561
Fund 227	Road Maintenance & Repair Act (RMRA)	96,250
Fund 232	Prop C	467,529
Fund 233	Measure R	615,900
Fund 234	Measure M	138,257
Fund 235	Measure A (Safe Clean Parks)	59,000
Fund 289	Measure W	280,530
Fund 296	Other Grants	539,521
Fund 521	Equipment Replacement	94,266
<b>Total Carryover</b>		<b>\$ 2,978,814</b>

## VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

## RECOMMENDED ACTION

It is recommended that the City Council approve the carryover of \$2,978,814 in unspent CIP budget appropriations from FY 2022-23 to FY 2023-24 in the various funds and projects shown in Attachment A.

Attachment A – Capital Improvement Project (CIP) Carryover Budget

**ATTACHMENT A - CARRYOVER**

**CITY OF PARAMOUNT  
CAPITAL IMPROVEMENT PROJECTS  
CARRYOVER BUDGET FROM FY 2022-23 TO FY 2023-24**

PROJECT NAME	FUND	ACCOUNT NUMBER	AMOUNT
Mariposa Classroom Conversion	111	92-68-7111 PRELIMINARY ENGINEERING	27,500
Civic Center Fountain Upgrade	111	92-76-7111 PRELIMINARY ENGINEERING	35,000
City Hall Conference Room Upgrade	111	92-80-7111 PRELIMINARY ENGINEERING	6,535
City Hall Boiler Replacement	111	92-98-7146 OTHER IMPROVEMENTS	20,000
Paramount Pool Upgrades	111	93-54-7146 OTHER IMPROVEMENTS	26,770
Salud Park Portable Restroom	111	93-57-7146 OTHER IMPROVEMENTS	18,518
Paramount Park Roof Replacement	111	93-70-7126 BUILDING IMPROVEMENTS	67,416
City Yard Restroom Renovation	111	93-75-7111 PRELIMINARY ENGINEERING	46,500
City Hall Planning Department Improvement	111	93-86-7111 PRELIMINARY ENGINEERING	10,821
City Hall Parking Lot	111	93-87-7111 PRELIMINARY ENGINEERING	69,568
Dills Park Renovation	111-CO	92-59-7111 PRELIMINARY ENGINEERING	65,000
Progress Plaza Exterior Improvements	111-CO	93-52-7111 PRELIMINARY ENGINEERING	166,945
Paramount Park Outdoor Restroom Renovations	111-CO	93-56-7126 BUILDING IMPROVEMENTS	19,207
City Hall Restroom Renovations	111-CO	93-73-7126 BUILDING IMPROVEMENTS	30,000
City Hall Conference Room Upgrade	111-CR	92-80-7126 BUILDING IMPROVEMENTS	77,781
<b>Subtotal - General Fund 111</b>			<b>\$ 687,561</b>
Neighborhood Street Resurfacing-2023	227	93-31-7101 CONTRACT ADMINISTRATION	10,750
Neighborhood Street Resurfacing-2023	227	93-31-7121 CONSTRUCTION OBSERVATION	85,500
<b>Subtotal - Road Maintenance and Repair Act (RMRA) Fund 227</b>			<b>\$ 96,250</b>
Arterial Street Resurfacing-2023	232	93-30-7101 CONTRACT ADMINISTRATION	12,250
Arterial Street Resurfacing-2023	232	93-30-7121 CONSTRUCTION OBSERVATION	16,840
Arterial Street Resurfacing-2023	232	93-30-7136 STREET AND SIGNAL IMPROVEMENT	438,439
<b>Subtotal - Prop C Fund 232</b>			<b>\$ 467,529</b>
Neighborhood Street Resurfacing-2023	233	93-31-7136 STREET AND SIGNAL IMPROVEMENT	615,900
<b>Subtotal - Measure R Fund 233</b>			<b>\$ 615,900</b>
Traffic Signal Alondra/Passage	234	92-32-7121 CONSTRUCTION OBSERVATION	6,990
Traffic Signal Alondra/Passage	234	92-32-7136 STREET AND SIGNAL IMPROVEMENT	27,741
Traffic Safety Improvements	234	92-35-7111 PRELIMINARY ENGINEERING	19,185
WSAB Bikeway Phase 2	234	99-32-7111 PRELIMINARY ENGINEERING	84,341
<b>Subtotal - Measure M Fund 234</b>			<b>\$ 138,257</b>
Paramount Pool Upgrades	235	93-54-7146 OTHER IMPROVEMENTS	59,000
<b>Subtotal - Measure A (Safe Clean Parks) Fund 235</b>			<b>\$ 59,000</b>
Spane Park Stormwater Capture	289-SCW	92-95-7101 CONTRACT ADMINISTRATION	9,129
Spane Park Stormwater Capture	289-SCW	92-95-7111 PRELIMINARY ENGINEERING	271,401
<b>Subtotal - Measure W Fund 289</b>			<b>\$ 280,530</b>
Dills Park Renovation	296-P68	92-59-7111 PRELIMINARY ENGINEERING	56,772
WSAB Bikeway Phase 2	296-ATP	99-32-7111 PRELIMINARY ENGINEERING	232,950
Traffic Signal Alondra/Passage	296-HSIP	92-32-7136 STREET AND SIGNAL IMPROVEMENT	234,827
WSAB Bikeway Phase 3	296-RMC	92-37-7111 PRELIMINARY ENGINEERING	14,972
<b>Subtotal - Fund 296</b>			<b>\$ 539,521</b>
City Hall Furniture Replacement	521	93-82-7146 OTHER IMPROVEMENTS	94,266
<b>Subtotal - Equipment Replacement Fund 521</b>			<b>\$ 94,266</b>
<b>Grand Total</b>			<b>\$ 2,978,814</b>



OCTOBER 24, 2023

AWARD OF CONTRACT

DOWNTOWN HOLIDAY LIGHTING AND DECORATIONS

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE AN ADDITIONAL \$137,850 FROM THE AVAILABLE GENERAL FUND; AND 2) AWARD THE CONTRACT FOR DOWNTOWN HOLIDAY LIGHTING AND DECORATIONS TO T&G GLOBAL LLC DBA ST. NICK'S, LA PALMA, CALIFORNIA, IN THE AMOUNT OF \$125,316, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
Sarah Ho, Assistant Public Works Director  
**Date:** October 24, 2023

---

**Subject: AWARD OF CONTRACT FOR DOWNTOWN HOLIDAY LIGHTING AND DECORATIONS**

## **BACKGROUND**

With the 25<sup>th</sup> Anniversary of the Tree Lighting Ceremony coming in December, the City Council directed staff to explore options to enhance the Holiday décor in the Downtown area. In addition to commemorating this important milestone anniversary, decorating the boulevard for the holidays could enhance economic development and help our business community by driving attention and shoppers to the Downtown area during the busiest shopping time of the year. Staff prepared a request for proposals to solicit bids from various decoration companies that can provide rental and installation of a variety of lighting and décor options.

## **DISCUSSION**

On Thursday, September 28, 2023, the City published the Request for Proposals in the Paramount Journal and on the City's website.

On Thursday October 12, 2023, the Director of Public Works opened and examined the bids for the Downtown Holiday Lighting and Decorations. The bids were opened at 11:00 AM at the City Yard.

Two (2) bids were received, however only one (1) bid was found to be responsive as one bid submittal was incomplete. Therefore, the apparent low bid was submitted by T&G Global LLC DBA St. Nick's in the amount of \$125,316. This cost includes overhead lighting and decorations on Paramount Boulevard from Alondra Boulevard to Civic Center Drive, a complete decoration of the Christmas tree, decoration of the arches and bridges at the pond, and lighting on the roofline of the Clearwater Building.

The following is a breakdown of estimated total project costs:

Project:	\$ 125,316.00
Contingency (10%):	\$ 12,531.60
Total:	<u>\$ 137,847.60</u>

## **FISCAL IMPACT**

Funding for this project was not included in the FY 2023-24 Budget. The total project amount of \$137,850 needed for this project will be funded utilizing General Fund that could come from the proceeds of a Community Benefits Agreement.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

## **RECOMMENDED ACTION**

It is recommended that the City Council 1) appropriate an additional \$137,850 from the available General Fund; and 2) award the contract for Downtown Holiday Lighting and Decorations to T&G Global LLC DBA St. Nick's, La Palma, California, in the amount of \$125,316.00, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: DOWNTOWN HOLIDAY LIGHTING AND DECORATIONS

BID DATE: October 12, 2023

BID TIME: 11:00 AM

	<b><u>Company Name</u></b>	<b><u>Company Address</u></b>	<b><u>Bid Amount</u></b>
1.	T&G Global LLC DBA St. Nick's	La Palma, CA 90623	\$ 125,316

**SERVICE AGREEMENT BY AND BETWEEN THE  
CITY OF PARAMOUNT  
AND  
T&G GLOBAL LLC DBA ST. NICK'S  
FOR DOWNTOWN HOLIDAY LIGHTING AND DECORATIONS**

THIS AGREEMENT is made and entered into this 24th day of October 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and T&G GLOBAL LLC DBA ST. NICK'S, hereinafter referred to as the "CONTRACTOR."

**I. RECITAL**

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide construction services in connection with the CITY'S downtown holiday lighting and decorations project, and to have these contractor services based upon the terms and conditions hereinafter set forth.

**II. TERMS AND CONDITIONS**

A. MISSION. The CITY hereby retains the CONTRACTOR in the capacity as contractor and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERMS. This AGREEMENT shall commence as of 24th day of October 2023 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated Thursday, October 5, 2023, and attached herein as Exhibit "A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance to City of Paramount code requirements and shall ensure business is in operation during business hours.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described as detailed in Exhibit "A". Invoices for payment shall be submitted on a monthly basis and shall be approved by the Director of Public Works or her designee.

The CONTRACTOR shall submit an itemized invoice to the CITY according to work progress, setting forth the work performed, and the rates charged in accordance with the contractor's fee schedule.

All change orders, additions, deletions, or adjustments to the CONTRACTOR's specifications must be submitted in writing to the CITY for approval. The CITY is the sole authority regarding change orders and the CONTRACTOR shall not change, alter, or delete, in any manner, any portion of these specifications of the CITY.

E. EXPENSES. CONTRACTOR shall not be entitled to an expense account and shall not be required or permitted to incur expenses on behalf of the CITY in addition to the expenses required for completion of the scope of services described herein. The compensation described herein includes provision for all CONTRACTOR expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

(a) CONTRACTOR is and shall at all times remain as to the City a wholly independent CONTRACTOR. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) 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.

(c) City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

(a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and employees and sub-Contractors of CONTRACTOR, and City shall not be liable or responsible to them for anything whatsoever.

- (b) CONTRACTOR agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of CONTRACTOR or any of its agents, officers and employees and sub-Contractors in the performance of this Agreement.
- (c) CONTRACTOR shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Contractors, and City shall defend and hold CONTRACTOR harmless against any such claims.
- (d) CONTRACTOR agrees to defend, indemnify, and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

H. PREVAILING WAGES.

- (a) Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the Project site.
- (b) The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4 - Apprenticeship Requirements.
  - 3. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.8 - Travel and Subsistence Pay.

I. RECORD AUDIT. In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

J. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this AGREEMENT without the prior written consent of the CITY. Claims for money by CONTRACTOR from the CITY under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

K. INSURANCE. Without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at this own expense during the term of this AGREEMENT for the following programs of insurance covering his operation hereunder. Each program of insurance, except professional liability insurance shall name the CITY as "Additionally Insured" and each policy shall contain a provision that such insurance will not be cancelled, nor any change whatsoever made in policies, except upon not less than thirty (30) days prior notice to the CITY, mailed by registered mail with postage prepaid. Such insurance shall be provided by insurer(s) satisfactory to the CITY and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this AGREEMENT.

General Liability. A program including, but not limited to, comprehensive general liability including automobile coverage with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the CITY. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the City.

Insurance shall name the City of Paramount, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limit, shall be provided to the City on or before signing this contract.

Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which the CITY will immediately terminate this AGREEMENT.

Worker's Compensation Coverage. State statutory limits, deductibles, self-insurance retention, or similar forms of coverage limitations or modifications must be declared to and approved by CITY.

Automobile Liability Insurance. In an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.



L. COMPLIANCE WITH LAWS. The parties agree to be bound by applicable federal, state, and local laws, regulations and directives as they pertain to the performance of this AGREEMENT.

M. SEVERABILITY. In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the AGREEMENT and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

N. INTERPRETATION. No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if it were drafted by both parties hereto.

O. ENTIRE AGREEMENT. This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

P. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one break of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Q. CONTRACT EVALUATION AND REVIEW. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the City Manager, or his designee.

R. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, becomes its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the AGREEMENT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

S. CHANGES. The CITY or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation,

which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this AGREEMENT.

T. REPORTS AND INFORMATION. CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

U. RECORDS AND AUDITS. CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT, and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for five (5) years after the expiration of this AGREEMENT unless permission to destroy them is granted by the CITY.

V. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

W. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

X. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law to perform such services. None of the work or services subcontracted hereunder shall be specific by written contract or agreement and shall be subject to each provision of this AGREEMENT.

### III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

#### A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or, be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. AGE AND DISABILITY. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall apply to this AGREEMENT.

#### IV. CONFLICT OF INTEREST

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. INTEREST OF MEMBERS OF THE CITY. No member of the governing body of the CITY and no other employee, or agent of the CITY who exercises any functions of responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT.

B. INTEREST OF CONTRACTOR. CONTRACTOR represents, warrants and agrees that he does not presently have, nor will he acquire during the term of this AGREEMENT, any interest, direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one-percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the CITY.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR: T&G Global LLC DBA St. Nick's  
6861 Walker Street  
La Palma, CA 90623

To the CITY: City of Paramount  
Director of Public Works  
Adriana Figueroa  
16400 Colorado Avenue  
Paramount, CA 90723

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

**CITY OF PARAMOUNT**

**T&G GLOBAL LLC DBA ST. NICK'S**

By: \_\_\_\_\_  
Adriana Figueroa,  
Public Works Director

By: \_\_\_\_\_  
Name, Title

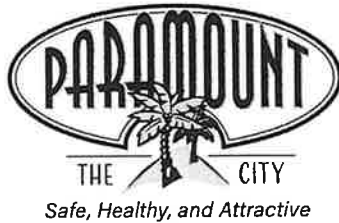
ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John E. Cavanaugh, City Attorney

## EXHIBIT A



# REQUEST FOR BID BID PROPOSAL SHEET

### City Project – **DOWNTOWN HOLIDAY LIGHTING AND DECORATIONS** located on Paramount Boulevard, Paramount, CA 90723

The undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Specifications and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Specifications and General Provisions. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY OF PARAMOUNT at the price set forth in the Bid Proposal Sheet.

BIDDER understands that a bid is required for the entire work, and that the items set forth in the Bid Specifications are solely for the purpose of comparing bids, that final compensation under the contract will be based upon the actual amount of work satisfactorily completed. **THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the bid price includes all appurtenant expenses, taxes, royalties, and fees.

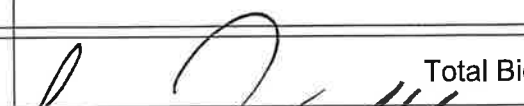
BIDDER understands that if awarded the contract, a 10 percent retention of the total bid price will be held for at least a period of 35 days while the Notice of Completion is filed and recorded, thereby complying with state law.

Bids must be submitted to the City of Paramount no later than **Thursday, October 12, 2023, at the hour of 11:00 a.m.** at the following address:

City of Paramount – Public Works Department  
Attn: Sarah Ho  
15300 Downey Avenue  
Paramount, CA 90723

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price:

Bid Item Options	Proposed Alternative* <small>*Can attach list of proposed alternatives if needed</small>	TOTAL AMOUNT
a. Double Strand LED Lighting strung on Paramount Blvd.	Overhead Lighting: C9 LED lights in Blue and Cool white. Zig zag over the street. creating a winter wonderland festive environment.	\$ 38,745
b. 24" snowflakes suspended from lighting on Paramount Blvd.	Qty. 32 - 24" Snowflakes: 4 snowflakes suspended over the street. Placed every 4th run.	\$ 5,280

c. Lighted garland or lighting strung from existing banner poles on Paramount Blvd. south of Alondra Blvd.	30FT Skyline. Happy Holidays 30FT Skyline suspended overhead. LED Mini Lights & LED Rope light. Wrapped in Tinsel garland.	\$ 4,550
d. 18 – Palm trees (located in the median) wrapped in LED lights.	Approx. 10-15 Strands per palm tree. Wrapped with LED mini lights.	\$ 8,730
e. 35 - 5ft tall Pole Mounted LED lighted snowflake decorations.	4FT Pole Mount. Metal frame wrapped in LED Rope light in Cool White with Twinkle.	\$ 16,625
f. 35 small poles – Garland – lighted and decorated	Alternating Every other Light pole: 9FT Garland: Pre lit. Fully decorated. 21FT Tinsel Garland: Un-Lit. Tinsel Garland Available in Silver, Red & Blue	\$ 7,582
g. 11 tall poles – Garland – decorated and unlit	21FT Tinsel Garland: Un-Lit. Tinsel Garland Available in Silver, Red & Blue	\$ 1,749
h. 2 bridges – Garland – lighted and decorated	2-9FT Garland Wrapped around Bridge. Swag option upon request	\$ 1,240
i. 3 arches – Garland – lighted and decorated	3-9FT Decorated on arches	\$ 2,790
j. Complete Christmas Tree decoration – Lights and Ornaments	See Tree Pricing For specs. May add or remove items from proposed scope of work.	\$ 35,070
k. Lighting on the roofline of Clearwater building	Approx. 295FT of C9 LED Lights. Perimeter Lighting. Wreath Fully Lit & Decorated	\$ 2,955
*Can attach list of proposed alternatives if needed	<div style="text-align: right;">Total Bid Schedule:</div> 	\$ 125,316

Signature of Bidder

Firm Name T&G global LLC DBA St. Nick's

Business Address 6861 Walker st, La Palma, CA 90623

Telephone No. 562-438-0017 Ext. 1007

Bidder's Contractor License No. 990427 DIR No. PW-LB-1000457719

Dated this 5 day of october, 2023.

OCTOBER 24, 2023

PROPOSED 2024 CITY SPECIAL AND HOLIDAY EVENTS SCHEDULE

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED DATES FOR THE CITY'S 2024  
SPECIAL AND HOLIDAY EVENTS.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_





**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** David Johnson, Community Services Director

**Date:** October 24, 2023

**Subject: PROPOSED 2024 CITY SPECIAL AND HOLIDAY EVENTS SCHEDULE**

## **DISCUSSION**

As we have done previously, we are bringing to you the entire list of proposed City Special Events for the upcoming calendar year for your review and approval. This will give you an early picture of the flow of the events. Establishing the dates this early will allow staff to schedule vendors, secure services and materials in a timely manner, and plan for staffing. Listed below is a complete list of the 2024 special events provided by the City or co-sponsored by the City. Regarding Friday Night Paramount, you will notice that we will go dark starting the month of November through the month of February. This is due to inclement weather during those months which has led to low attendance in past years.

## **2024 Special Events Schedule**

1. Friday Night Paramount (Downtown) – 1<sup>st</sup> Friday of each month (closed November through February)
2. Friday Night Paramount Pop-Up - February 23, 2024
3. A Night Under the Hay Tree – March 22, 2024
4. Tepic Dia del Niño – March 23, 2024
5. Eco-Friendly Fair – April 20, 2024
6. National Day of Prayer – May 2, 2024
7. Friday Night Paramount Pop-Up – May 24, 2024 (All-American Park)
8. Elks Memorial – May 27, 2024
9. Summer Concert Series – June 27 – August 9, 2024  
\*July 5 & August 9 concerts will be combined with the Friday Night Market for the month
10. Friday Night Paramount – Student Art Show- July 5, 2024
11. Heritage Festival – August 3, 2024
12. Back to School Event – August 10, 2024
13. Friday Night Paramount – Art Walk – September 6, 2024
14. A Night Under the Hay Tree – September 27, 2024
15. Halloween Hootenanny – October 19, 2024
16. Haunted House – October 30-31, 2024
17. Halloween Festival – October 31, 2024
18. Día de los Muertos Celebration – November 1-2, 2024
19. Veterans Celebration – November 9, 2024
20. Senior Thanksgiving – November 21, 2024

### **2024 Special Events Schedule (continued)**

- 21. Tree Lighting – December 4, 2024
- 22. Santa Train – December 9-12, 2024
- 23. Santa Snowfest – December 14, 2024

### **2024 Holiday Events**

The City's holiday event programming, as shown in the Special Events Schedule above, begins each season with the Holiday Tree Lighting event which is held on the Wednesday following Thanksgiving. In 2024, the Holiday Tree Lighting event will occur on December 4<sup>th</sup>. The Santa Train occurs during the second week of December followed by the Santa Snowfest event on Saturday that same week.

This year, the annual Tree Lighting creates a conflict with the scheduled Planning Commission meeting on December 4, 2024. We are proposing that the Planning Commission meeting either go dark or move their meeting to another date.

The operation of the Santa Train during the week of December 9-12 creates a conflict with the scheduled City Council meeting on December 10. We are proposing that the City Council move its scheduled meeting on December 10 to the following Tuesday, December 17. In previous years, the City Council chose to cancel the second City Council meeting and we are proposing the same for 2024. This will, in turn, require that the December Public Safety Commission meeting on Tuesday, December 17, 2024, either go dark or move their meeting to another date. Attached is the proposed calendar of holiday events and meetings for December 2024.

### **FISCAL IMPACT**

None.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 2: Community Health.

### **RECOMMENDED ACTION**

It is recommended that the City Council approve or modify the proposed dates for the City's 2024 Special and Holiday Events.



# DECEMBER

# 2024

**SUNDAY**

**MONDAY**

**TUESDAY**

**WEDNESDAY**

**THURSDAY**

**FRIDAY**

**SATURDAY**

1

2

3

4

**Tree Lighting**  
(Planning Commission  
Mtg) 

5

Public Works  
Commission Mtg

6

7

8

9

  
**Santa Train**  
(Planning Commission)

10

  
**Santa Train**  
(Parks & Rec Commission)  
(City Council Mtg.)

11

  
**Santa Train**  
(Public Works Commission)

12

  
**Santa Train**  
(Public Safety Commission)

13

14

**Snow Fest** 

15

16

17

**City Council  
Meeting**  
Public Safety  
Commission Mtg (Dark)

18

Parks & Rec  
Commission Mtg

19

20

21

**Women's Club  
Toy Drive** 

22

23

24

25

26

27

28

29

30

31

**City Council  
Meeting (Dark)**

1

2

3

4

5

6

7

8

9

10

11