

CC 05-15-2025

Item #1

Accept recommendation
regarding the 2025 July 4th
Fireworks

Written
Communications

From: [Santosh Rao](#)
To: [City Council](#); [Tina Kapoor](#); [City Clerk](#); [Rachelle Sander](#); [Chad Mosley](#)
Subject: Please accept the July 4th sub-committee recommendation and schedule the July 4th fireworks and evening celebration.
Date: Thursday, May 15, 2025 7:14:59 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Clerk,

Please include the below in written communications for the 05/15/25 city council meeting for the consent calendar agenda item on July 4th fireworks approval.

[Writing on behalf of myself only, as a Cupertino resident]

Dear Mayor Chao and Cupertino City Council Members,

I urge you to accept the July 4th subcommittee recommendations and proceed to schedule an all-day celebration for July 4th, consisting of morning festivities at Memorial Park, afternoon events at BlackBerry Farm, and evening celebrations at Creekside Park.

Please ensure that the item is pulled from the consent calendar so we can verify that all three of the above celebrations will occur, and that the item is not limited solely to the July 4th evening fireworks.

Further, if there are concerns about overcrowding at BlackBerry Farm, please limit advance tickets to residents only. Tickets should be made available to non-residents only a few hours prior and only if they have not sold out to residents. Additionally, please ensure that any pricing includes a substantial premium for non-residents, while keeping prices unchanged for Cupertino residents.

I want to congratulate all those who have made this possible. Congratulations to Councilmember Ray Wang and Vice Mayor Kitty Moore for showing what a resident-aligned council can accomplish. Congratulations to Director Sander and the Parks and Recreation staff for working with the council and listening to input from Cupertino residents. Congratulations to Mayor Chao for sticking with this item and making it happen despite early obstacles. Finally, congratulations to Acting City Manager Tina Kapoor for supporting this initiative across all stakeholders.

We must be fiscally responsible with our spending. Approving this \$140,000 expense must be offset by cost cuts elsewhere. We need to evaluate consultant contracts and begin cutting these at the earliest opportunity. In addition, deep cuts are needed in non-essential city spending. I have consistently, from day one, pointed out that the city cannot afford to spend \$7M–\$11M on solar photovoltaic cells and EV chargers. Please leave these items out and cut this spending. There are no federal grants forthcoming; the current federal administration is simply not going to honor past grant approvals in this area from the previous administration. Let us stop denying reality and act decisively to eliminate wasteful spending.

Lastly, let me remind our council that the Parks and Recreation budget truly needs to be increased. The department represents the very best the city offers to residents. Parks and Rec brings joy to our community in everything they do—from toddlers and teens to young families and seniors. These events are the lifeblood of Cupertino. They are where our youth and teens gain their first work experiences. Our Parks and Rec staff are often the first tutors and mentors, teaching teens what it means to work, take on responsibility, and develop punctuality, work ethic, service, and grit. These are life-changing experiences. For those Cupertino families whose youth and teens work alongside our Parks and Rec staff at community events, these are formative experiences that shape how they approach their future work lives.

An investment in the Parks and Rec budget is the best no-regrets decision you can make. I urge you to reflect on these thoughts. I implore you to immerse yourselves in our community events—see for yourself the smiles they bring to residents' faces. Work alongside staff during these events and experience the joy of our community.

As you enter the budget session, **please act boldly and decisively to shift funding toward Parks and Rec and away from wasteful, non-essential spending.** More on that to come.

Thank you to the council and staff for all that you do to serve our community.

Thanks,

San Rao (*writing as a Cupertino resident on behalf of myself only*)

From: [Kai Stockwell](#)
To: [City Clerk](#); [Public Comments](#)
Subject: Cupertino City Council Meeting May 15 2025 Submission for the Record – July 4th Fireworks Proposal at The Rise
Date: Wednesday, May 14, 2025 6:06:52 PM
Attachments: [Cupertino City Council Meeting May 15 Submission for the Record – July 4th Fireworks Proposal at The Rise.pdf](#)

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Dear Mayor Chao, Vice Mayor Moore, Councilmembers, and City Staff,

On behalf of our team, we wanted to formally submit the attached proposal for the record ahead of the City Council's discussion regarding the 2025 July 4th fireworks celebration.

In recent months, we were in conversation with Councilmember Ray Wang regarding a potential partnership to host this year's fireworks event at The Rise, which is currently an active construction site. We were very encouraged to learn the City had secured funding for a fireworks show and while we recognize our site presents unique logistical challenges, we believe it also offers a rare opportunity – during a transitional window between major construction phases – to utilize the site in a way that brings the community together for a once-in-a-lifetime event. We have been coordinating with our general contractor to explore how we might safely accommodate an event of this scale, should the City be interested in pursuing this option.

We've greatly appreciated the opportunity to collaborate with the City of Cupertino and the community in the past – whether at the former Vallco Mall, at Main Street Cupertino, or most recently as a co-sponsor of the City's 2024 Summer Concert Series. We have always done our best to be a partner to the City and support civic life in Cupertino and will continue to be open to the City's ideas for collaboration.

As part of our outreach, we shared the attached draft Memorandum of Understanding with Councilmember Wang, which outlines our willingness to contribute our site for the 4th of July event. We were informed that the City team was reviewing the proposal, but we have not yet received a formal response. We understand that additional diligence may be necessary to determine feasibility and remain available to assist in that process. We also understand the City is considering another potential site in the neighborhood just south of us.

We are standing by should the Council wish to continue exploring our option, and we remain committed to supporting the goals of the Council and the Subcommittee to bring the Cupertino community together through special events this summer.

Sincerely,
Kai Stockwell
Project Manager
Sand Hill Property Company

From: R "Ray" Wang <RWang@cupertino.gov>

Sent: Monday, April 21, 2025 4:26 PM

To: Reed Moulds <rmoulds@shpco.com>

Cc: Kitty Moore <KMoore@cupertino.gov>; Pamela Wu <PamelaW@cupertino.gov>; Rachelle Sander <RachelleS@cupertino.gov>; Michael Woo <MichaelW@cupertino.gov>

Subject: Re: 2025 Fourth of July DRAFT MOU

Reed

Thanks for the response. Let me forward this to the City team to take a look.

R



R "Ray" Wang

Councilmember

City Council

RWang@cupertino.gov



From: Reed Moulds <rmoulds@shpco.com>

Sent: Monday, April 21, 2025 2:49 PM

To: R "Ray" Wang <RWang@cupertino.gov>

Cc: Kitty Moore <KMoore@cupertino.gov>; Pamela Wu <PamelaW@cupertino.gov>; Rachelle Sander <RachelleS@cupertino.gov>; Michael Woo <MichaelW@cupertino.gov>

Subject: RE: 2025 Fourth of July DRAFT MOU

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for taking a cut at a MOU, Ray. I'm attaching our proposed redraft. It shouldn't be a surprise to you given our multiple conversations on the topic these last few months that Valco Property Owner LLC can in no way fund, manage, insure, be liable for or otherwise take on any responsibility for this event. That said, and even though it is and will be an active construction site subject to a GC contract, we (and our GC) are happy to work with the City and its related parties to provide access to help the City put on this event. While there are some challenges and will be coordination, we do see The Rise as a potential option for you all. This said, you made me aware that the City does have an alternate site, and we would certainly understand if the City ultimately preferred that option, all things considered.

We hope to be able to play a part in what promises to be a great event for the community by allowing the use of our site for 4th of July fireworks, and if the concepts in the attached MOU are acceptable to the City we are ready to facilitate next steps, including your feasibility assessment.

Best,

Reed Moulds

Managing Director

Sand Hill Property Company

MEMORANDUM OF UNDERSTANDING

City of Cupertino
And
The Rise

SECTION 1. INTRODUCTION

This Memorandum of Understanding (“MOU”) between the City of Cupertino (“City”) and Vallco Property Owner, LLC (“The Rise”) (collectively, the “Parties”) pertains solely to the City’s limited use of a designated portion of the property commonly known as The Rise located at the northwest corner of N. Wolfe Rd. & Stevens Creek Blvd., (the “Property”) as a launch zone for fireworks for the 2025 Fourth of July celebrations (the launch zone and fireworks are referred to herein as “Fireworks”). The City acknowledges that the Property is undergoing construction by Devcon Construction, Inc. (“Contractor”) who has rights concerning the Property, and City acknowledges that The Rise must obtain separate, written consent of Contractor to interfere with such rights, and this MOU is contingent upon The Rise’s obtaining such consent. Only a limited, nonexclusive consent to access the Property is provided in this MOU, and no tenancy or other legal right to possess the Property is created herein.

SECTION 2. PURPOSE AND OBJECTIVE

The Rise shall provide limited access to a designated area on its property for the City and its contractors to set up and launch Fireworks. The Rise shall not be responsible for any other aspects of the 2025 Fourth of July celebrations.

SECTION 3. ROLES AND RESPONSIBILITIES

3.1 City of Cupertino.

3.1.1 Funding, Permitting, and Management. The City shall be solely responsible for obtaining all necessary permits and approvals required by law concerning or related to the Fireworks and the access granted herein. The City shall fund and manage the event, including any feasibility assessments, coordination with public safety agencies, and providing all legally-required and reasonably necessary safety precautions.

3.1.2 Vendor Management and Insurance. The City shall contract directly with all pyrotechnics and other vendors related to the Fireworks and ensure that each vendor maintains insurance meeting all requirements in **Exhibit A**. The City shall ensure The Rise and Contractor are named as additional insureds as provided in Exhibit A.

During and following the event, the City and the City's vendors shall maintain and leave the Property in the same or better condition as found at the time of commencement of their access to the Property, throughout Fireworks activities on the Property, and through and including complete departure and removal of all refuse, materials, and equipment from the property. City and City's vendors shall be liable to The Rise and Contractor for any claims, loss, or damage to real or personal property located on or about the Property arising out of or related to the event or the Fireworks. City agrees that it shall be liable to The Rise and Contractor for all loss or damage incurred by The Rise and/or Contractor incurred to clean the Property and/or remedy any damage to real or personal property located on or about the Property arising out of or related to the event or the Fireworks. The City shall be responsible for and respond to all complaints of persons in the vicinity of the Fireworks arising out of or relating to the event and/or the Fireworks.

3.1.3 Public Communication. The City shall be responsible for all promotion and public communication related to the event and shall ensure no communication implies a partnership or endorsement by The Rise.

3.2 The Rise

3.2.1 Limited Site Access. The Rise shall allow the City and its designated contractors conditional access to a specific portion of its property identified on **Exhibit B** to serve as the launch zone for the fireworks. Such access shall be coordinated with and approved by The Rise and Contractor and shall not interfere with active construction operations or contractual obligations. The City and its designated contractors shall have access for the Fireworks only during the hours starting at _____ on July __, 2025 and ending at noon on July 5, 2025.

3.2.2 No Further Involvement. The Rise shall not assume any responsibility for event planning, funding, permitting, promotion, security, insurance, indemnity, defense, or vendor coordination.

3.2.3 Limitation of Liability. The Rise and the Contractor shall not be responsible for and shall not participate in the performance of the event or the Fireworks on the Property. The Rise and Contractor shall not be responsible for supervising, overseeing, or inspecting the activities of the City or any vendor of the City. The Rise and the Contractor shall not be responsible for compliance by the City or any vendor of the City with any code, ordinance, regulation, or any other law applicable to the event or the Fireworks.

The Rise and the Contractor shall not be liable to City, or to anyone who may claim any right due to a relationship with the City, for any acts, errors, or omissions by The Rise or Contractor in connection with the event or the Fireworks except to the extent found by a court of law to have been caused by the gross negligence or willful misconduct of The Rise or Contractor.

3.3 Construction Coordination

The City acknowledges that the Property is an active construction zone governed by a construction contract with the Contractor. The City agrees to coordinate all event-related access with The Rise and Contractor, adhere to site rules and safety protocols, and avoid any actions that may interfere with ongoing work of Contractor or contract obligations between The Rise and Contractor. The City shall and shall cause its vendors to indemnify, defend, and hold harmless The Rise and Contractor from any disruption, liability, or claims arising from City activities related to the Fireworks and the event.

SECTION 4. TERMS AND CONDITIONS

4.1 Duration. This MOU shall be effective upon signature and the City's right of access shall terminate at noon on July 5, 2025, unless earlier terminated pursuant to Section 4.7.

4.2 Indemnity. To the fullest extent permitted by California law, The City shall release, defend, indemnify and hold harmless The Rise, Contractor, and their affiliates, subsidiaries, directors, officers, employees, and agents of such companies (collectively "Indemnified Parties") against any bodily injury, property damage or personal and advertising injury loss, damage, claim, suit, liability, judgment, and expense (including but not limited to attorneys' fees, and other costs of litigation), and any liens, penalties, or assessments, arising out of or related to use of the Property, or anyone for whom the City is directly or indirectly responsible. This indemnity obligation shall be applicable against the City with respect to any use of the Property by its parent, affiliates, subsidiaries, subcontractors, and agents, and each of their employees and agents or anyone for whom they are directly or indirectly responsible. However, this section shall not apply to the extent of the sole negligence or willful misconduct of an Indemnified Party seeking to enforce the provisions of this section.

4.3 Notices. Notices regarding this MOU shall be provided in writing to:

- City of Cupertino: Office of the City Manager, 10300 Torre Ave., Cupertino, CA 95014
- The Rise: Reed Moulds, 2600 El Camino Real Suite #410, Palo Alto, CA 94026

4.4 Governing Law. This MOU shall be governed by the laws of the State of California. Disputes shall be filed with the Superior Court of Santa Clara County.

4.5 Entire Agreement. This MOU represents the full agreement between the Parties and supersedes any prior oral or written agreements. Any amendments must be in writing and signed by both Parties.

4.6 Severability. If any provision of this MOU is held to be invalid, the remaining provisions shall remain in effect.

4.7 Termination. Either Party may terminate this MOU at any time with written notice, however, any obligations created herein that extend to a specified date shall remain in full force and effect despite and following any termination.

IN WITNESS WHEREOF, the Parties have executed this MOU:

CITY OF CUPERTINO

By: _____

Name: _____

Title: _____

Date: _____

THE RISE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
INSURANCE REQUIREMENTS
[THE RISE TO PROVIDE]

EXHIBIT B

DEPICTION OF LAUNCH ZONE FOR FIREWORKS