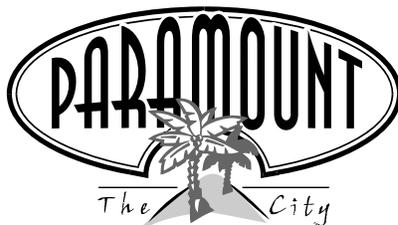


# AGENDA

Paramount City Council  
March 1, 2016



Regular Meeting  
City Hall Council Chambers  
6:00 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 at the beginning of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member or put it on the staff table located at the front of the room. When your name is called, please go to the rostrum provided for the public. Persons are limited to a maximum of 5 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

**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) 220-2027 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 Tom Hansen
PLEDGE OF ALLEGIANCE:	Councilmember Peggy Lemons
INVOCATION:	Pastor Ken Korver Emmanuel Reformed Church
ROLL CALL OF COUNCILMEMBERS:	Councilmember Gene Daniels Councilmember Peggy Lemons Councilmember Diane J. Martinez Vice Mayor Daryl Hofmeyer Mayor Tom Hansen

### PRESENTATIONS

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1. [PRESENTATIONS](#) Outgoing Mayor Tom Hansen

### MINUTES

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2. [APPROVAL OF MINUTES](#) February 2 and February 16, 2016

### REORGANIZATION

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3. [REORGANIZATION](#) Selection of Mayor and Vice Mayor
4. [APPROVAL](#) Appointment of City Commissioners
5. [APPROVAL](#) Mayor's Appointments

### PRESENTATIONS

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6. [PRESENTATION](#) Supervisor Don Knabe
7. [PRESENTATION](#) Paramount Lions Club  
Presentation to Paramount Education  
Partnership (PEP)
8. [PROCLAMATION](#) Women's History Month
9. [PROCLAMATION](#) Tepic Sister Cities Children's Day/Dia Del  
Niño Event - March 26, 2016
10. [PROCLAMATION](#) Safe Communities Month
11. [PROCLAMATION](#) Red Cross Awareness Month

### PUBLIC COMMENTS

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### CONSENT CALENDAR

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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.

12. [APPROVAL](#) Register of Demands

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13. [ORDINANCE NO. 1062 \(Adoption\)](#)      Readopting the Los Angeles County Traffic Code
  14. [ORDINANCE NO. 1063 \(Adoption\)](#)      Readopting the Los Angeles County Health and Safety Code
  15. [ORDINANCE NO. 1065 \(Adoption\)](#)      Amending in Full Chapter 11G of the Paramount Municipal Code Prohibiting All Commercial Medical Marijuana Uses in the City, Including Mobile Dispensaries, and Prohibiting Cultivation for Medical Use By a Qualified Patient or Primary Caregiver, and Amending Chapter 44, Article I Establishing Unlawful Uses
  16. [APPROVAL](#)      Declaration of Surplus Property

**REPORTS**

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17. [ORAL REPORT](#)      Paramount Urban Renovation Wayfinding Signs
18. [APPROVAL](#)      Agreement with So Cal Farmers' Markets
19. [APPROVAL](#)      Military Banner Recognition Program
20. [PUBLIC HEARING ORDINANCE NO. 1066 \(Introduction\)](#)      Amending Section 29-6.4 of Chapter 29, Article II, of the Paramount Municipal Code Limiting or Stopping, Standing or Parking in Designated Tow Away Zones
21. [APPROVAL](#)      Mobile Stage Use Policy
22. [RESOLUTION NO. 16:003 and RESOLUTION NO. 16:004](#)      Consenting to Inclusion of Properties Within the City's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements, and Electric Vehicle Charging Infrastructure, and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto

Consenting to Inclusion of Properties Within the City's Jurisdiction in the California Home Finance Authority, Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements, and Electric Vehicle Charging Infrastructure, and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto

23. [APPROVAL](#) Adoption of the 2015 Bellflower and Paramount Joint Bicycle Master Plan
24. [RESOLUTION NO. 16:005](#) Adopting Guidelines for the Submission and Tabulation of Protests in Connection with Rate Hearings Conducted Pursuant to Article XIID, Section 6 of the California Constitution
25. [PUBLIC HEARING ORDINANCE NO. 1067 \(Continue to March 15, 2016\)](#) Zoning Ordinance Text Amendment No. 1 Considering a Request for a Zoning Ordinance Text Amendment to Landscape, Hardscape and Irrigation Provisions in the R-1, R-2, R-M, C-3, C-M, M-1, M-2 Zones, and Regarding Water-Efficient Landscape Provisions by Repealing and Revising Landscape and Irrigation Requirements to Promote Drought Tolerant Landscaping Materials in Paramount

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#### COMMITTEE REPORTS

- Councilmembers

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#### COMMENTS

- Staff
- Councilmembers

**CLOSED SESSION**

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CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Government  
Code Section 54956.8  
Property: Century Boulevard and Ruther Avenue  
Negotiator: City Manager  
Negotiating Party: City of South Gate  
Under Negotiation: Terms of Payment

**ADJOURNMENT**

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To a meeting on March 15, 2016 at 5:00 p.m.

MARCH 1, 2016

PRESENTATIONS TO MAYOR TOM HANSEN

- CONGRESSWOMAN LUCILLE ROYBAL-ALLARD
- SENATOR RICARDO LARA
- ASSEMBLYMAN ANTHONY RENDON
- SUPERVISOR DON KNABE
- SHERIFF'S DEPARTMENT
- FIRE DEPARTMENT
- CHAMBER OF COMMERCE
- PARAMOUNT UNIFIED SCHOOL DISTRICT
- PARAMOUNT CITY COUNCIL

MARCH 1, 2016

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF FEBRUARY 2  
AND FEBRUARY 16, 2016.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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

**PARAMOUNT CITY COUNCIL  
MINUTES OF A REGULAR MEETING  
FEBRUARY 2, 2016**

City of Paramount, 16400 Colorado Avenue, Paramount, CA 90723

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**CALL TO ORDER:**

The regular meeting of the Paramount City Council was called to order by Mayor Tom Hansen at 6:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Vice Mayor Hofmeyer.

**INVOCATION:**

The invocation was delivered by Reverend Grady Jones, New Commandment Baptist Church.

**ROLL CALL OF COUNCILMEMBERS:**

Present: Councilmember Gene Daniels  
Councilmember Diane J. Martinez  
Vice Mayor Daryl Hofmeyer  
Mayor Tom Hansen

Absent: Councilmember Peggy Lemons

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to excuse Councilmember Lemons' absence. The motion was passed by the following roll call vote:

**AYES:** Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen

**NOES:** None

**ABSENT:** Councilmember Lemons

**ABSTAIN:** None

**STAFF PRESENT:**

John Moreno, City Manager  
John E. Cavanaugh, City Attorney  
Kevin Chun, Assistant City Manager  
Christopher Cash, Public Works Director  
David Johnson, Com. Serv. & Recreation Director  
Karina Liu, Finance Director  
Maria Meraz, Public Safety Director  
William Pagett, City Engineer  
Clyde Alexander, Acting Assistant Finance Director  
Angel Arredondo, Code Enforcement Division Head  
Mike Carrillo, Management Analyst  
John Carver, Assistant Community Development Director  
Lana Chikami, City Clerk  
Marco Cuevas, Community Development Planner

Danny Elizarraras, Management Analyst  
Yecenia Guillen, Asst. Com. Serv. & Rec. Director  
Margarita Gutierrez, Finance Supervisor  
Sarah Ho, Assistant Public Works Director  
John King, Planning Manager  
Jonathan Masannat, Management Analyst  
Carlos Mendoza, Neighborhood Preservation Specialist  
Janene Ottaiano, Human Resources Manager

### **PUBLIC COMMENTS**

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CF 10.3

Ms. Betty R. Green, 15717 S. Aravaca Dr., Paramount, addressed the City Council regarding inoperable vehicles and limited parking in her neighborhood. She inquired about making her street a "private" street and having permit parking to address the overcrowded parking situation. Ms. Green was referred to Public Safety Director Meraz to provide guidance with the City's resident permit parking process and with addressing the inoperable vehicles in her neighborhood.

### **CONSENT CALENDAR**

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1. APPROVAL OF  
MINUTES  
January 5 and January  
19, 2016

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to approve the Paramount City Council minutes of January 5 and January 19, 2016. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

2. Register of Demands  
CF 47.2

Vice Mayor Hofmeyer requested that this item be pulled from the consent calendar. Due to a conflict of interest, he disqualified himself from voting on check number 149855 made payable to J&M Sanitation Company.

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to approve the Paramount City Council Register of Demands with the exception of check number 149855. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

It was moved by Councilmember Daniels and seconded by Councilmember Martinez to approve check number 149855. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: Vice Mayor Hofmeyer

3. RESOLUTION NO.  
16:002  
Approving the January  
2016 Engineering and  
Traffic Study  
Establishing the Prima  
Facie Speed Limits  
CF 98

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to read by title only and adopt Resolution No. 16:002, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING THE JANUARY 2016 ENGINEERING AND TRAFFIC STUDY ESTABLISHING THE PRIMA FACIE SPEED LIMITS." The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

4. RECEIVE AND FILE  
Treasurer's Report for  
the Quarter Ending  
December 31, 2015  
CF 47.3

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to receive and file the Treasurer's Report. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

## REPORTS

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5. ORDINANCE NO.  
1062 (Continued)  
Readopting the Los  
Angeles County Traffic  
Code  
CF 98.1

Public Safety Director Meraz stated that the public hearing was scheduled for the February 2, 2016 City Council meeting. Due to a technical difficulty, however, she stated that the item would be continued and the public hearing would be conducted at the February 16, 2016 City Council meeting.

It was moved by Councilmember Martinez and seconded by Councilmember Daniels to continue the item to the February 16, 2016 study session. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

6. ORDINANCE NO.  
1063 (Continued)  
Readopting the Los  
Angeles County Health  
and Safety Code  
CF 61.23

Public Safety Director Meraz stated that the public hearing was scheduled for the February 2, 2016 City Council meeting. Due to a technical difficulty, however, she stated that the item would be continued and the public hearing would be conducted at the February 16, 2016 City Council meeting.

It was moved by Councilmember Martinez and seconded by Councilmember Daniels to continue the item to the February 16, 2016 study session. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

7. RECEIVE AND FILE  
Proposal for  
Communication  
Assessment Work by  
Tripepi Smith and  
Associates  
CF 39.2

Assistant City Manager Chun stated that the City is doing a good job reaching out to the community, but expressed a desire to be proactive and make improvements to better inform and educate the community regarding City services and activities. He discussed hiring Tripepi Smith and Associates to perform a communications assessment in Paramount to determine what the City does well currently

and then identify areas requiring improvement. Mr. Chun stated that the proposed communication assessment would cost approximately \$21,000 and would be subject to fund availability following the Midyear Budget. He also stated that the cost may be offset by \$10,000, previously allotted for the overhaul of the City's website. Mr. Chun introduced Mr. Ryder Smith, of Tripepi Smith and Associates, who outlined the following assessment process:

- Listening and gathering metrics
- Documenting
- Analyzing
- Providing a Recommendation

Mr. Smith talked about technology continuously evolving and discussed keeping pace with the changes and developing a plan to enhance communications. He stated that the process takes approximately 16 weeks and also mentioned that they have helped the cities of Norwalk, Cupertino, Saratoga, La Canada Flintridge, Duarte, and Livermore with their communication efforts.

A brief discussion regarding the communications assessment process followed, and it was then moved by Councilmember Martinez and seconded by Councilmember Daniels to receive and file the report and authorize staff to hire Tripepi Smith and Associates. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

8. PUBLIC HEARING  
FY 2015-2016 One-Year  
Action Plan Amendment  
CF 54.9 CDBG

Finance Director Liu gave the report and discussed a proposed amendment to allocate \$420,000 (\$345,000 of unallocated funds plus a reallocation of \$75,000 of current year Code Enforcement activity funds) to new and existing CDBG activities as outlined in the following table:

<b>2015-2016 Annual Action Plan Amendment</b>		
<b>Source/Use</b>	<b>From</b>	<b>To</b>
Unallocated CDBG Funds	\$345,000	--
Code Enforcement (LMA Residential)	\$65,000	--
Code Enforcement (SBA Commercial)	\$10,000	--
Orange Splash Pad	--	\$125,000
Paramount Park Futsal Courts	--	\$175,000
Commercial Rehabilitation Program	--	\$120,000
¤ TOTAL	\$420,000	\$420,000

There was a brief discussion regarding the construction details and the size and surface of the proposed Futsal courts at Paramount Park.

Next, Mayor Hansen opened the public hearing. There being no one in the audience wishing to testify, it was moved by Councilmember Martinez and seconded by Councilmember Daniels to close the public hearing. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

It was moved by Councilmember Martinez and seconded by Councilmember Daniels to approve the proposed amendment to the FY 2015-2016 One-Year Action Plan. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels, Martinez  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmember Lemons  
ABSTAIN: None

**COMMITTEE REPORTS**

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There were none.

**COMMENTS FROM STAFF**

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There were none.

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**COMMENTS FROM COUNCILMEMBERS**

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Vice Mayor Hofmeyer inquired about the progress of the sidewalk survey and repair project and received an update. Councilmember Daniels commented on the great Clearwater Crossing groundbreaking event and thanked staff for their hard work. Councilmember Martinez also expressed her appreciation. There was also discussion about the opening of Yogurtland and the completion date for the Clearwater Crossing project.

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**ADJOURNMENT**

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There being no further business to come before the City Council, Mayor Hansen adjourned the meeting at 6:47 p.m. to a meeting on February 16, 2016 at 5:00 p.m.

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Tom Hansen, Mayor

ATTEST:

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Lana Chikami, City Clerk

**PARAMOUNT CITY COUNCIL  
MINUTES OF AN ADJOURNED MEETING  
FEBRUARY 16, 2016**

City of Paramount, 16400 Colorado Avenue, Paramount, CA 90723

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**CALL TO ORDER:**

The adjourned meeting of the Paramount City Council was called to order by Mayor Tom Hansen at 5:01 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

**ROLL CALL OF  
COUNCILMEMBERS**

Present: Councilmember Gene Daniels  
Vice Mayor Daryl Hofmeyer  
Mayor Tom Hansen

Absent: Councilmember Peggy Lemons  
Councilmember Diane J. Martinez

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to excuse Councilmembers Lemons and Martinez. The motion was passed by the following roll call vote:

**AYES:** Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
**NOES:** None  
**ABSENT:** Councilmembers Lemons, Martinez  
**ABSTAIN:** None

**STAFF PRESENT:**

John Moreno, City Manager  
John E. Cavanaugh, City Attorney  
Kevin Chun, Assistant City Manager  
Christopher Cash, Public Works Director  
David Johnson, Com. Serv. & Recreation Director  
Karina Liu, Finance Director  
Maria Meraz, Public Safety Director  
William Pagett, City Engineer  
Clyde Alexander, Acting Assistant Finance Director  
Chris Callard, Public Information Officer  
Steve Coumparoules, Management Analyst  
Danny Elizarraras, Management Analyst  
Yecenia Guillen, Asst. Com. Serv. & Recreation Director  
Margarita Gutierrez, Finance Supervisor  
Sarah Ho, Assistant Public Works Director  
John King, Planning Manager  
Wendy Macias, Public Works Manager  
Jonathan Masannat, Management Analyst  
Janene Ottaiano, Human Resources Manager

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## **PUBLIC COMMENTS**

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CF 10.3

There were none.

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## **REPORTS**

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1. PUBLIC HEARING  
ORDINANCE NO. 1062  
(Introduction)  
Readopting the Los  
Angeles County Traffic  
Code  
CF 98.1

City Manager Moreno explained that items 1 and 2 were related, and were addressed every year. Public Safety Director Meraz noted that this item was to make sure that the City's Traffic Code was up to date and mentioned that the first reading was at the January Council meeting.

Mayor Hansen opened the public hearing. There being no one in the audience wishing to testify, it was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to close the public hearing. The motion was passed by the following roll call vote:

AYES: Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to read by title only, waive further reading, introduce Ordinance No. 1062, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTIONS 29-1 AND 29-1.1 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY TRAFFIC CODE," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmembers Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

2. PUBLIC HEARING  
ORDINANCE NO. 1063  
(Introduction)  
Readopting the Los  
Angeles County Health  
and Safety Code  
CF 61.23

Public Safety Director Meraz stated that this item was to make sure that the City's Health and Safety Code was up to date and mentioned that the first reading was at the January Council meeting.

Mayor Hansen opened the public hearing. There being no one in the audience wishing to testify, it was moved by Councilmember Daniels and seconded by Vice Mayor Hofmeyer to close the public hearing. The motion was passed by the following roll call vote:

AYES: Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to read by title only, waive further reading, introduce Ordinance No. 1063, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTIONS 24-1 AND 24-6 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY HEALTH AND SAFETY CODE," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

3. RECEIVE AND FILE  
Los Angeles County  
Sheriff's Department 2015  
Year-End Review  
CF 79

City Manager Moreno introduced Captain Allen Castellano for the yearly Sheriff's Department review of public safety.

Captain Castellano said that 2014 had seen record lows in crime trends but that, due to a change in the law produced by Proposition 47, there was a significant impact on crime figures across the state in 2015. Property crimes increased, specifically, although the numbers were still very good over a 10-year period in Paramount with a total 26.53% drop.

The Captain introduced the Text-A-Tip program, noting that safe school campuses in the City were a priority and that, while crime is low on the school campuses themselves,

students can still be victimized off campus. The Text-A-Tip program has been a helpful tool, he said, with 25 actionable tips sent by students last year.

He detailed the Special Assignment Team and other added resources and tools such as the auto license plate reader, the crime-predictor Pred Pol, and the fingerprinting program. The partnership with Paramount residents through Neighborhood Watch was noted, and he called for even greater participation.

Captain Castellano related that the biggest challenges for 2016 were reductions in property crimes and community awareness. He further explained the changes caused by Proposition 47, that it changed some felony crimes to misdemeanors, which has allowed drug addicts and other criminals out of prison and moved them away from prosecution. He said this has let criminals continue to commit crime, and even encourages some to commit more crimes. He closed by saying that deputies will continue to work diligently to fight these changes with proactive policing.

Councilmember Daniels asked what was the solution to the Proposition 47 problems? The Captain said reforms are needed in the law by the Legislature or through another ballot initiative. Also that it's a question of collecting the data related to the increases in crime since the proposition passed. Vice Mayor Hofmeyer asked if there was any move to re-introduce the proposition. Captain Castellano said there has been some talk of this, since every community in the state has been impacted. Vice Mayor Hofmeyer complimented the Captain and the deputies on their work, their response times, and their concerns for the community. The Captain said they were proud to be partners with the City.

The report was received and filed.

4. PUBLIC HEARING  
ORDINANCE NO. 1065  
(Introduction)  
Amending in Full Chapter  
11G of the Paramount  
Municipal Code  
Prohibiting All  
Commercial Medical  
Marijuana Uses in the  
City, including Mobile

City Manager Moreno said that the State had set a deadline for cities to address medical marijuana issues. Though that deadline has been rescinded, he said Paramount was still going ahead with the item.

City Attorney Cavanaugh said the item was updating and changing an existing ordinance. He gave a history of the medical marijuana issue dating back to 1996, including a question about cities adopting such laws and the impact of federal vs. state laws. In 2015, state law clarified what cities

Dispensaries, and Prohibiting Cultivation for Medical Use by a Qualified Patient or Primary Caregiver, and Amending Chapter 44, Article I Establishing Unlawful Uses  
CF 22.5

could and couldn't do. Now, Paramount was adding the prohibition of cultivating marijuana and also the existence of mobile dispensaries, and adding these prohibitions to the zoning code. It was not, he said, a position on medical marijuana itself. It was not criminalizing these issues, just prohibiting them, which would put in place a nuisance abatement approach to the acts. He said the Planning Commission had recommended approval of the item.

Vice Mayor Hofmeyer asked if the issue of medical marijuana would be on the State ballot eventually, and City Attorney Cavanaugh said that he thought it would be.

Mayor Hansen opened the public hearing. There being no one in the audience wishing to testify, it was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to close the public hearing. The motion was passed by the following roll call vote:

AYES: Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to read by title only, waive further reading, introduce Ordinance No. 1065, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING IN FULL CHAPTER 11G OF THE PARAMOUNT MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, INCLUDING MOBILE DISPENSARIES, AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER, AND MAMENDING CHAPTER 44, ARTICLE I ESTABLISHING UNLAWFUL USES," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

5. CONSIDERATION  
Proposed 2016 Special  
Events Schedule and  
Modifications to Live Well  
Paramount and Summer  
Concert/Food Truck  
Nights  
CF 39

City Manager Moreno introduced Community Services and Recreation Director Johnson and said he was looking at changing two of this year's City events.

Community Services & Recreation Director Johnson laid out a list of this current year's events, from the PEP auction in April through Thanksgiving and the holiday events, noting that most would be the same as last year. The annual health, education, and arts fair was given a name change to Live Well Paramount and the 5K run would have changes to its course. Also, music and food options were being added to the fair. During the summer months, Food Truck Fridays were being moved to Thursdays and during different hours and a series of musical concerts were being added.

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Daniels to approve the proposed dates for the upcoming proposed 2016 special events schedule and approve the proposed changes to the summer concert/food truck nights and the Live Well Paramount, except for the final date selection for the Live Well fair. The motion was passed by the following roll call vote:

AYES: Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

6. ORAL REPORT  
Paramount Urban  
Renovation Wayfinding  
Signs  
CF 106.1

City Manager Moreno said that a new team of consultants would be presenting their ideas for the signing program for the downtown district.

Public Works Director Cash said the new signs were for the downtown remodeling project. The previous concepts had not been well-received so a new consultant had been hired, who the City had worked with before.

Mr. Wayne Hunt of Hunt Designs, Inc. said his company has worked with 40 other cities on such projects. The proposals they were showing at the meeting would have two design schemes and three color combinations. They would tell the story of the city. Public Works Director Cash said they would also be used for new entry signs throughout the city.

Councilmember Daniels asked if there are other cities with vertical signage. Public Works Director Cash mentioned that the City of Downey recently did a vertical monument sign on Firestone Boulevard.

There was a general discussion about how many signs would be placed downtown and other aesthetic issues. The Council agreed on a sign design, to be reviewed with models made of the signs at the March meeting. Color selection was also deferred until the March meeting.

7. RECEIVE AND FILE  
FY 2016 Midyear Budget  
CF 28.1

City Manager Moreno introduced Finance Director Liu who would review the financial numbers through the first half of the current fiscal year.

Finance Director Liu related that there was now a projected budget surplus of about \$156,000 through the end of this fiscal year for the General Fund, which is much higher than the original projection of \$8,600. There was also a projected deficit of approximately \$2 million for Restricted Funds and approximately \$641,000 for the Water Fund. She reviewed the City's sales tax revenue history and discussed the impact of the Utility Users Tax (UUT) due to the passage of Measure P. Overall, there is a 65% jump in UUT revenues compared to the prior year. She also provided an overview of other revenues and expenditures and highlighted new Midyear Budget projects and expenditures.

The Water Department revenues have not been enough to improve the system and meet production cost increases in light of the statewide drought. She said an 8% rate increase was proposed, the first since 2012, and that even with the hike in rates Paramount would still have the fourth lowest average water rates when compared to 14 other water utilities in the region.

Vice Mayor Hofmeyer asked why there had not been earlier action related to raising rates in light of the large deficit. Mr. Moreno said that staff wanted to see what effect the drought would have on water issues, and added that in the future he would be in favor of less impactful rate changes. Councilmember Daniels asked how the 8% increase would affect the deficit. Ms. Liu replied that the increase would produce an additional \$500,000 over the next fiscal year.

It was moved by Councilmember Daniels and seconded by Vice Mayor Hofmeyer to receive and file the Fiscal Year 2016 Midyear Budget. The motion was passed by the following roll call vote:

AYES: Councilmember Daniels  
Vice Mayor Hofmeyer, Mayor Hansen  
NOES: None  
ABSENT: Councilmembers Lemons, Martinez  
ABSTAIN: None

Vice Mayor Hofmeyer asked if a letter would be sent to all rate payers about the increase. Mr. Moreno said there was a standardized letter that would go out, and Ms. Liu said it would take two months' worth of billing cycles to reach each customer. Councilmember Daniels asked if the letter would explain why the increase was necessary, and City Attorney Cavanaugh said it would relate that this is not a revenue enhancer but, rather, needed to maintain the water system.

#### **COMMENTS FROM STAFF**

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There were none.

#### **COMMENTS FROM COUNCILMEMBERS**

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There were none.

#### **ADJOURNMENT**

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There being no further business to come before the City Council, Mayor Hansen adjourned the meeting at 6:43 p.m. to a meeting on March 1, 2016 at 6:00 p.m.

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Tom Hansen, Mayor

ATTEST:

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Christopher Callard, Public Information Officer  
for Lana Chikami, City Clerk

MARCH 1, 2016

REORGANIZATION OF THE CITY COUNCIL

<b>CITY CLERK</b>	<p>OPEN NOMINATIONS FOR OFFICE OF MAYOR</p> <p>_____ nominated _____ for <b>Mayor</b> (NO SECOND REQUIRED)</p> <p>ROLL CALL VOTE FOR _____ AS MAYOR</p> <p>AYES: _____</p> <p>NOES: _____</p> <p>ABSENT: _____</p> <p>ABSTAIN: _____</p>
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<b>MAYOR</b>	<p>OPEN NOMINATIONS FOR OFFICE OF VICE MAYOR</p> <p>_____ nominated _____ for <b>Vice Mayor</b> (NO SECOND REQUIRED)</p> <p>ROLL CALL VOTE FOR _____ AS VICE MAYOR</p> <p>AYES: _____</p> <p>NOES: _____</p> <p>ABSENT: _____</p> <p>ABSTAIN: _____</p>
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MARCH 1, 2016

APPOINTMENT OF CITY COMMISSIONERS

MOTION IN ORDER:

MAKE APPOINTMENTS TO THE PUBLIC WORKS, PARKS AND RECREATION, PUBLIC SAFETY, AND SENIOR SERVICES COMMISSIONS.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Lana Chikami

**Date:** March 1, 2016

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**Subject:** APPOINTMENT OF CITY COMMISSIONERS

## **APPOINTMENTS**

As indicated on the attached Local Appointments List, the two-year term of one Public Works Commissioner, the one-year term of five Parks and Recreation Commissioners, the one-year term of five Public Safety Commissioners, and the one-year term of five Senior Services Commissioners all expire in March 2016. There are no terms expiring on the Planning Commission.

### ■ **Planning Commission**

The Planning Commission shall be appointed by the Mayor, with approval of the City Council. This Commission is composed of five members who serve a term of four years. Attached are Paramount Municipal Code Sections 2-48 through 2-53.

### ■ **Public Works Commission**

The Public Works Commission shall be appointed by the Mayor, with approval of the City Council. This Commission is composed of five members who serve a term of two years. Attached are Paramount Municipal Code Sections 2-54 through 2-57.

### ■ **Parks and Recreation Commission**

The Parks and Recreation Commission shall be appointed by the Mayor, with approval of the City Council. This Commission is composed of five members who serve a term of one year. Attached are Paramount Municipal Code Sections 2-88 through 2-93.

### ■ **Public Safety Commission**

The Public Safety Commission shall be appointed by the Mayor, with approval of the City Council. This Commission is composed of five members who serve a term of one year. Attached are Paramount Municipal Code Sections 2-80 through 2-87.

### ■ **Senior Services Commission**

The Senior Services Commission shall be appointed by the Mayor, with approval of the City Council. This Commission is composed of five members, 55 years of age or older, who serve a term of one year. Attached are Paramount Municipal Code Sections 2-94 through 2-101.

## **RECOMMENDED ACTION**

It is recommended that the Mayor, with approval of the City Council, make the appropriate appointments to the Public Works, Parks and Recreation, Public Safety, and Senior Services Commissions.

Sec. 2-43. Filling vacancy in office.

When a vacancy occurs in the office of Director of Finance, the City Manager shall, within ten days after the office becomes vacant, appoint an acting Director of Finance, subject to approval of or ratification by the council. (Mun. Code, Sec. 2353)

Sec. 2-44. Acting director of finance.

In case of the absence or disability of the Director of Finance, and subject to approval of or ratification by the council, the City Manager may designate some qualified person to perform the duties of the Director of Finance during the period of absence or disability of the Director of Finance, subject, however, to such person furnishing a bond to the city as set forth in section 2-12. (Mun. Code, Sec. 2354)

Division 7. Administrative Assistant.Secs. 2-45 to 2-47.

Repealed by Ordinance No. 460.

Article III. Planning Commission.<sup>8</sup>Sec. 2-48. Created.

The City Council hereby creates a planning commission to be known as the city planning commission. (Ord. No. 246)

Sec. 2-49. Composition; qualifications, appointment and term of office of members; filling vacancy in office.

The planning commission of the city shall consist of five members, who shall be qualified electors of the city, none of whom shall hold any paid office or employment in the city government. The five members of the city planning commission heretofore appointed to office shall continue to hold such office for the term heretofore created, subject to the terms and provisions of this article. Successors to such offices of the city planning commission shall serve for a term of four years and until their successors are appointed and qualified. If vacancies occur, otherwise than by expiration of term, they shall be filled by appointment for the unexpired portion of the term by the City Council. Members shall be appointed by the mayor with the approval of the City Council. (Ord. No. 246)

Sec. 2-50. Removal of members; attendance at meetings; compensation of members.

Any member of the planning commission shall be subject to removal by motion of the City Council adopted by at least three affirmative votes. The office of any member of the planning commission shall be vacated if the member absents himself from three regular meetings of the commission, unless by permission of the commission, or if he is convicted of a crime involving moral turpitude or ceases to be an elector of the city. The members of the planning commission shall receive compensation on a monthly basis at a rate to be determined from time to time and set forth by resolution of the City Council. (Ord. No. 867)

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<sup>8</sup>For state law as to local planning, see Gov. C., sec. 65100 et seq. As to subdivisions and other divisions of land generally, see ch. 39 of this Code. As to zoning generally, see ch. 44.

Sec. 2-51. Powers and duties generally.

It shall be the duty of the members of the planning commission to inform themselves on matters affecting the function, duties and matters before the commission. The planning commission shall have all powers and duties given to them by general state statutes and this Code, and in its deliberations, conduct and acts, be governed by the statutes of the state and this Code in reference thereto. In addition to the aforementioned duties, the members of the planning commission shall also serve as the development review board pursuant to Article XV of the Paramount Municipal Code and, when necessary, shall also sit as the economic development board to receive information regarding economic development activities in the city. (Ord. No. 867)

Sec. 2-52. Officers; meetings; rules and regulations; records.

The planning commission shall elect its chairman from among its appointed members for a term of one year, and shall likewise elect one of its members to serve as presiding officer pro tempore (vice-chairman) at the pleasure of the commission. The planning commission shall hold at least one meeting in each month in the City Council chambers which shall be open to the public, and may adjourn or readjourn any regular meeting to a date and hour certain which shall be specified in the order of adjournment. When so adjourned, such adjourned meeting shall be a regular meeting for all purposes. If at any time any regular meeting falls on a holiday, such regular meeting shall be held in the next business day. The planning commission shall adopt rules and regulations for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be a public record. (Ord. No. 246)

Sec. 2-53. Applicability of state law.

The city planning commission and the City Council shall be governed in all their actions, where not specifically covered by this article, by sections 65000 to 65711 of the Government Code of the state. (Ord. No. 246)

Article IV. Public Works Commission.Sec. 2-54. Establishment.

The City Council does hereby establish a Public Works Commission which shall act as an advisory board, subject to City Council direction, for the development and operation of the city's public works department. (Ord. No. 863)

Sec. 2-55. Membership and terms of office.

- (a) Membership. The commission shall consist of five members who shall be appointed by the City Council of the city. All members of the Public Works Commission shall be residents of the city and shall serve at the will and pleasure of the City Council.
- (b) Terms of office-Vacancy. Members to the commission shall be appointed for a term of two years or until their successors are duly appointed. The Public Works Commission shall elect a chairman and a vice chairman from among its appointed members for a term of one year at its regular meeting in May of each year.
  - (1) If a vacancy occurs otherwise than by expiration of a term it shall be filled by appointment for the unexpired portion of the term.

(Ord. No. 863)

Sec. 2-56. Duties and functions.

- (a) Recommendation-Hearings. The Public Works Commission shall be charged with the responsibility for making recommendations regarding matters affecting public works in the city, and such related matters that may be directed by order of the City Council, and in that connection shall hold monthly meetings to effect these purposes. Actions of this commission shall take the form of recommendations and reports to the City Council.
- (b) Power and authority. The Public Works Commission shall cause proper records to be kept of all its official acts and proceedings. The commission shall have no power or authority to bind or obligate the city or any officer or department thereof for any money, debt, undertaking or obligation of any kind in excess of the appropriation which the City Council may have made for the purpose of the commission in any fiscal year.
- (c) Rules of organization and procedure. The commission is a reviewing and recommending body and shall have no power to direct members of the city staff or contract entities. Except as otherwise provided in this chapter or by law, the commission shall have power to and shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for the regular monthly meeting or meetings of the commission.
- (d) Review areas. The Public Works Commission shall review, advise, and report to the City Council on topics related to the development and operation of a city public works department including the operation of the city's water system, road maintenance issues, traffic safety requests for stop signs, street lighting, colored curbs, etc., and other related items which may from time to time be referred to them.

(Ord. No. 863)

Sec. 2-57. Compensation.

The members of the public works commission shall receive compensation on a monthly basis at a rate to be determined from time to time and set forth by resolution of the City Council. (Ord. Nos. 863, 867)

Article V. Personnel System.Sec. 2-58. Adoption of personnel system.

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to municipal service the best and most competent persons available; to assure the appointments and promotions of employees will be based on merit and fitness; and to provide a reasonable degree of security for quality employees, the following personnel system is hereby adopted. (Ord. Nos. 460, 815)

Sec. 2-59. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) Classification: All positions sufficiently similar in duties, authority and responsibility to permit grouping under a common title in the application with equity of common standards of selection, transfer, promotion, demotion and salary.

Sec. 2-70. Right to appeal.

The appeal rights of employees in the competitive service shall be provided in accordance with the requirements and the procedures as set forth in the personnel rules and as amended from time to time. (Ord. Nos. 460, 815, 1029)

Sec. 2-71. Layoff and reemployment.

Whenever in the judgment of the City Council it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the City Council may abolish any position or employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action and without the right of appeal.

The order of layoff of employees shall be established by the Personnel Officer on the recommendation of the department head involved. Where skill, ability, and job performance are equal, length of service will be the determining factor when preparing a layoff list. No regular employee or employee in their training period shall be laid off from his position in any department while any emergency, temporary or provisional employee is serving in the same class in that department.

Employees to be laid off shall be given at least fourteen (14) days prior notice.

The names of regular employees and employees who are in their training period who are laid off shall be placed upon reemployment lists for those classes requiring basically the same qualifications, duties and responsibilities of the class from which a layoff was made. Persons whose names are placed on reemployment lists in accordance with this Section, and who are reemployed, shall be regarded as having been on leave of absence during this period. Persons whose names are placed on reemployment lists will lose all length of service and recall rights after one year. (Ord. Nos. 460, 815)

Sec. 2-72. Political activity.

The political activities of City employees shall conform to pertinent provisions of state law. (Ord. Nos. 460, 815)

Sec. 2-73. Discrimination.

No person in the competitive service, or seeking admission thereto, shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because of political opinions or affiliations, race, color, ancestry, national origin, religious creed, sex, age, handicap, marital status, or the exercise of his rights under Section 3502 of the Government Code." (Ord. Nos. 460, 815)

Secs. 2-74 to 2-79. Reserved.

Article VI. Public Safety Commission.Sec. 2-80. Created and established.

A public safety commission which shall be known as the public safety commission of the city is hereby created and established. (Ord. No. 863)

Sec. 2-81. Membership.

The commission shall consist of five members who shall be appointed by the mayor with the approval of the City Council of the city. All members serve at the will and pleasure of the City Council. (Ord. No. 863)

Sec. 2-82. Terms of office--Vacancy.

- (a) Members to the commission shall be appointed for terms of one year or until their successors are appointed.
- (b) If a vacancy occurs otherwise than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term.

(Ord. No. 863)

Sec. 2-83. Recommendation--Hearings.

The public safety commission shall be charged with the responsibility for making recommendations regarding matters affecting police services and programs in the city, and such related matters that may be directed by order of the City Council, and in that connection shall hold monthly meetings to effect these purposes. Actions of this commission shall take the form of recommendations and reports to the City Council. (Ord. No. 863)

Sec. 2-84. Power and authority.

The public safety commission shall cause proper records to be kept of all its official acts and proceedings. The commission shall have no power or authority to bind or obligate the city or any officer or department thereof for any money, debt, undertaking or obligation of any kind in excess of the appropriation which the City Council may have made for the purpose of the commission in any fiscal year. (Ord. No. 863)

Sec. 2-85. Rules of organization and procedure.

The commission is a reviewing and recommending body and shall have no power to direct members of the city staff or contract entities. Except as otherwise provided in this chapter or by law, the commission shall have power to and shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for the regular monthly meeting or meetings of the commission. (Ord. No. 863)

Sec. 2-86. Duties and functions.

The commission may review topics such as police service request for patrol services, neighborhood watch issues, public safety training in the schools as conducted by the city, drug education as conducted by the city, and other related items which may from time to time be referred to them. Also, the members of the public safety commission shall convene as the board of appeals, pursuant to Paramount Municipal Code Section 33-56, when an appeal has been filed with the city pursuant to that section. (Ord. No. 867)

Sec. 2-87. Compensation.

The members of the public safety commission shall receive compensation on a monthly basis at a rate to be determined from time to time and set forth by resolution of the City Council. (Ord. No. 867)

## Article VII. Parks and Recreation Commission.

### Sec. 2-88. Created.

A parks and recreation commission is hereby created and established.

### Sec. 2-89. Membership.

The commission shall consist of five members who shall be appointed by the mayor with the approval of the City Council of the city. All members serve at the will and pleasure of the City Council. Members to the commission shall be appointed for terms of one year or until their successors are appointed. If a vacancy occurs otherwise then by expiration of a term, it shall be filled by appointment for the unexpired portion of the term. (Ord No. 867)

### Sec. 2-90. Duties and functions.

The commission shall act in an advisory capacity to the City Council in matters pertaining to parks, recreation facilities, and local transportation; review community organization funding requests which are included in the annual budget; consider uses of recreational facilities; evaluate recreation programs to promote the development of open space for recreational and leisure activities; encourage the development of leisure opportunities for residents of all ages; and promote positive lifestyle choices and alternatives to self-destructive behavior. (Ord No. 867)

### Sec. 2-91. Power and authority.

The parks and recreation commission shall cause proper records to be kept of all its official acts and proceedings. The commission shall have no power or authority to bind or obligate the city or any officer or department thereof, for any money, debt, undertaking or obligation of any kind in excess of the appropriation which the City Council may have made for the purpose of the commission in any fiscal year. (Ord No. 867)

### Sec. 2-92. Rules of organization and procedure.

The commission is a reviewing and recommending body and shall have no power to direct members of the city staff or contract entities, except as otherwise provided in this chapter or by law the commission shall have power to and shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for the regular monthly meeting or meetings of the commission. (Ord No. 867)

### Sec. 2-93. Compensation.

The members of the parks and recreation commission shall receive compensation on a monthly basis at a rate to be determined from time to time and set forth by resolution of the City Council. (Ord No. 867)

### Article VIII. Senior Services Commission.

#### Sec. 2-94. Created and established.

A senior services commission which shall be known as the Senior Services Commission of the City is hereby created and established. (Ord. No. 1010)

#### Sec. 2-95. Membership.

The Commission shall consist of five members who shall be appointed by the Mayor with the approval of the City Council of the City. All members serve at the will and pleasure of the City Council. The minimum age for eligibility for appointment is 55 years of age. (Ord. No. 1010)

#### Sec. 2-96. Terms of office – vacancy.

- (a) Members to the Commission shall be appointed for terms of one year or until their successors are appointed. (Ord. No. 1010)
- (b) If a vacancy occurs otherwise than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term. (Ord. No. 1010)

#### Sec. 2-97. Recommendation – hearings.

The Senior Services Commission shall be charged with the responsibility for making recommendations regarding matters affecting senior services in the City, and such related matters that may be directed by order of the City Council, and in that connection shall hold monthly meetings to effect these purposes. Actions of this Commission shall take the form of recommendations and reports to the City Council. (Ord. No. 1010)

#### Sec. 2-98. Power and authority.

The Senior Services Commission shall cause proper records to be kept of all its official acts and proceedings. The Commission shall have no power or authority to bind or obligate the City or any officer or department thereof for any money, debt, undertaking or obligation of any kind in excess of the appropriation which the City Council may have made for the purpose of the Commission in any fiscal year. (Ord. No. 1010)

#### Sec. 2-99. Rules of organization and procedure.

The Commission is a reviewing and recommending body and shall have no power to direct members of the City staff or contract entities. Except as otherwise provided in this chapter or bylaw, the Commission shall have power to and shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for the regular monthly meeting or meetings of the Commission. (Ord. No. 1010)

Sec. 2-100. Review areas.

The Commission may review topics such as the senior meal program; senior excursions; senior activities including instructional classes, bingo, and special events; and other related items which may from time to time be referred to them. (Ord. No. 1010)

Sec. 2-101. Compensation.

The regular members of the Senior Services Commission shall receive compensation of one-hundred dollars per meeting. (Ord. No. 1010)

(Mun. Code Secs. 2000, 2001, 2002, 2100, 2101, 2102, 2104, 2105, 2106, 2107, 2108, 2201, 2250, 2251, 2252, 2300, 2301, 2302, 2350, 2351, 2352, 2353, 2354, 2451; Ord. Nos. 145, 146, 147, 161, 165, 175, 190, 202, 246, 303, 403, 460, 506, 722, 765, 780, 814, 815, 838, 842, 844, 863, 867, 871, 906, 924, 944, 946, 950, 952, 966, 972, 988, 990, 1010, 1029, 1033)

MARCH 1, 2016

MAYOR'S APPOINTMENTS



**To:** Honorable City Council

**From:** John Moreno

**By:** Lana Chikami

**Date:** March 1, 2016

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**Subject:** MAYOR'S APPOINTMENTS

Attached is a list of last year's Mayor's appointments. It would be appropriate to either confirm the existing appointments or make new ones.

## MAYOR'S APPOINTMENTS: March 2015

Agency	Rep. & Alt. Rep.	Meetings
California Contract Cities Association	Rep: Daniels Alt: Hansen	3rd Wednesday Dinner @ 6:00 p.m., Meeting @ 7:00 p.m.
Calif. Joint Powers Insurance Authority	Rep: Hofmeyer Alt: Martinez	Board of Directors - July (annual) meeting Dinner @ 5:30 p.m., Meeting at 7:00 p.m.
Central Basin Water Association	Rep: Hansen Alt: Daniels	1st Thursday (quarterly mtgs. - Feb., May, Aug., Nov.) @ 11:30 a.m.
County Sanitation Districts of L.A. County (Districts 1 and 2)	Rep: Hansen (Mayor) Alt: Daniels	2nd Wednesday @ 1:30 p.m. (Districts 1 and 2 meetings)  4th Wednesday @ 1:30 p.m. (District 2 meeting)
Eco Rapid Transit	Rep: Daniels Alt: Hofmeyer	2 <sup>nd</sup> Wednesday of each month @ 6:30 p.m.
Gateway Cities COG Board of Directors	Rep: Daniels Alt: Lemons	1st Wednesday @ 5:30 p.m.
Gateway Cities COG I-710 Oversight Policy Committee	Rep: Daniels	5 <sup>th</sup> Thursday @ 6:30 p.m.
Gateway Cities COG SR-91/I-605 Corridor Needs Assessment Study	Rep: Daniels Alt: Hansen	4 <sup>th</sup> Wednesday @ 6:00 p.m.  (Staff: Cash/Pagett)
Greater Los Angeles County Vector Control	Rep: Hansen (2-year term, expires Jan. 2017)	2nd Thursday @ 7:00 p.m.
League of California Cities	Rep: Daniels Alt: Martinez	1st Thursday @ 6:30 p.m.
L.A. County City Selection Committee	Rep: Hansen (Mayor)	Meets on an as-needed basis
Paramount Unified School District Liaisons (PUSD & City Ad Hoc Committee)	Rep: Martinez Rep: Lemons	1 <sup>st</sup> Thursday @ 4:00 p.m.
Sister City Committee	Rep: Martinez	Annually in Jan. & Aug.
Southeast Area Animal Control Authority (SEAACA)	Rep: Lemons Alt: Hansen	3rd Thursday @ 2:00 p.m.
Southeast Water Coalition	Rep: Hansen Alt: Daniels	1st Thursday (Feb., Apr., June., Aug., Oct., Dec.) Dinner @ 6:30; Meeting @ 7:00 p.m.
So. Calif. Assoc. of Governments (SCAG)	Rep: Daniels	Annually in April <u>OR</u> May

**CF 11.4 – Eff. 03/17/2015**

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MARCH 1, 2016

PRESENTATION

SUPERVISOR DON KNABE

MARCH 1, 2016

PRESENTATION

PARAMOUNT LIONS CLUB PRESENTATION TO PARAMOUNT  
EDUCATION PARTNERSHIP (PEP)

MARCH 1, 2016

PROCLAMATION

WOMEN'S HISTORY MONTH

MARCH 2016

MARCH 1, 2016

PROCLAMATION

TEPIC SISTER CITIES CHILDREN'S DAY/DIA DEL NIÑO EVENT

MARCH 26, 2016

MARCH 1, 2016

PROCLAMATION

SAFE COMMUNITIES MONTH

MARCH 1, 2016

PROCLAMATION

AMERICAN RED CROSS AWARENESS MONTH

MARCH 1, 2016

REGISTER OF DEMANDS

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Printed Checks**

Check Number	Vendor Name	Amount	Description
150093	A Y NURSERY, INC.	324.00	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>324.00</b>	
150094	ADVANCE ELEVATOR, INC	200.00	PW - ELEVATOR MNTC (2/16)
	Vendor Tota	<b>200.00</b>	
150095	ADVANCED AQUATIC TECHNOLOGY	975.00	PW - CIVIC CENTER FOUNTAIN MNTC (1/16)
	Vendor Tota	<b>975.00</b>	
150096	AIR SOURCE INDUSTRIES, INC	223.45	CP - GROUND BREAKING CEREMONY
	Vendor Tota	<b>223.45</b>	
150097	AIRGAS	50.13	CSR - RECREATION SUPPLIES
		3.17	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>53.30</b>	
150098	ALIN PARTY SUPPLY CO.	82.74	CP - GROUND BREAKING CEREMONY
		80.85	CSR - STAR SUPPLIES
		75.21	CP - GROUND BREAKING CEREMONY
		20.88	CSR - ENP EVENT SUPPLIES
	Vendor Tota	<b>259.68</b>	
150099	ALL AMERICAN ASPHALT	240,843.89	CIP - ARTERIAL ST RESURFACING (12/15)
		58,297.89	CIP - ARTERIAL ST RESURFACE IMP(12/15)
150100		572.01	WTR DEP REF - 15138 ORANGE CONST
	Vendor Tota	<b>299,713.79</b>	
150101	ALL CITY MANAGEMENT SERVICES	10,530.24	PS - CROSSING GUARD SVCS (1/17 - 1/30)
		6,581.40	PS - CROSSING GUARD SVCS (1/3 - 1/16)
	Vendor Tota	<b>17,111.64</b>	
150102	ANGELS LANDSCAPE	550.00	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	<b>550.00</b>	
150103	APPLIED CONCEPTS, INC.	8,982.69	PS - RADAR TRAILER
		140.80	PS - RADAR TRAILER KEY
	Vendor Tota	<b>9,123.49</b>	
150104	AQUA-METRIC SALES COMPANY	2,198.54	PW - WATER OPER MNTC SUPPLIES
		1,369.04	PW - WATER OPER MNTC SUPPLIES
		294.88	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>3,862.46</b>	
150105	ARAMARK UNIFORM SERVICES, INC.	189.57	CSR - LAUNDRY SVCS (1/13)
		189.57	CSR - LAUNDRY SVCS (1/27)
		189.57	CSR - LAUNDRY SVCS (2/10)
	Vendor Tota	<b>568.71</b>	
150106	ARMORCAST PRODUCTS COMPANY	1,081.18	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>1,081.18</b>	
150107	ARTESIA SAWDUST PRODUCTS, INC.	1,621.10	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>1,621.10</b>	
150108	BACKFLOW APPARATUS & VALVE	786.98	PW - WATER OPER MNTC SUPPLIES
		40.33	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>827.31</b>	
150109	BARLOW	26.81	WTR DEP REF - 6834 SEVERN
	Vendor Tota	<b>26.81</b>	
150110	BARR COMMERCIAL DOOR REPAIR	467.40	PW - FACILITY MNTC SVCS
		340.38	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>807.78</b>	

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Check Number	Vendor Name	Amount	Description
150111	BIG D FLOOR COVERING SUPPLIES	14.79	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>14.79</b>	
150112	BOOS WINDOW & FLOOR COVERING	8,348.00	CIP - CITY HALL CARPET (FINANCE)
	Vendor Tota	<b>8,348.00</b>	
150113	C J CONCRETE CONSTRUCTION,	2,400.00	PW - ADA RAMP (JACKSON/TEXACO)
	Vendor Tota	<b>2,400.00</b>	
150114	CALIF SHOPPING CART RETRIEVAL	614.00	PW - CART SERVICES (12/15)
	Vendor Tota	<b>614.00</b>	
150115	CDW GOVERNMENT, INC.	242.12	CSR - STAR SUPPLIES
		134.94	GEN - COMPUTER MNTC SUPPLIES
		67.66	GEN - COMPUTER MNTC SUPPLIES
	Vendor Tota	<b>444.72</b>	
150116	CELEDON, MIGUEL	320.00	PW - GYM EQUIPMENT MNTC SVCS
	Vendor Tota	<b>320.00</b>	
150117	CHARLES G HARDY, INC.	114.79	PW - WATER OPER MNTC SUPPLIES
		26.31	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>141.10</b>	
150118	CINTAS FIRE PROTECTION	120.00	PW - FIRE PROTECTION SVCS (1/16 - 3/16)
	Vendor Tota	<b>120.00</b>	
150119	CITY OF CERRITOS	2,856.56	PS - FINGERPRINTING SVCS(10/15 - 12/15)
	Vendor Tota	<b>2,856.56</b>	
150120	CITY OF SANTA FE SPRINGS	11,759.57	PW - TRAFFIC SIGNAL MNTC (11/15)
	Vendor Tota	<b>11,759.57</b>	
150121	CLEANSTREET	15,845.68	PW - STREET SWEEPING (1/16)
	Vendor Tota	<b>15,845.68</b>	
150122	COMMERCIAL AQUATIC SERVICES,	1,446.83	PW - FACILITY MNTC SVCS
		998.50	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>2,445.33</b>	
150123	CONTRERAS	4.79	WTR DEP REF - 7333 PETROL #1/2
	Vendor Tota	<b>4.79</b>	
150124	CORRAL	2.98	WTR DEP REF - 14515 COKE
	Vendor Tota	<b>2.98</b>	
150125	DATA TICKET, INC	4,399.42	PS - PARKING CITATION SVCS (12/15)
		200.00	PS - ADMIN CITATION SVCS (12/15)
	Vendor Tota	<b>4,599.42</b>	
150126	DATAQUICK, INC.	130.50	PS - PROF/TECHNICAL SVCS (12/15)
		130.50	PS - PROF/TECHNICAL SVCS (1/16)
	Vendor Tota	<b>261.00</b>	
150127	DAVID VOLZ DESIGN	8,278.50	PW - ORANGE AVE SPRAY PARK
	Vendor Tota	<b>8,278.50</b>	
150128	DEPT OF JUSTICE	32.00	PERS - FINGERPRINTING SVCS (1/16)
	Vendor Tota	<b>32.00</b>	
150129	DEPT OF TRANSPORTATION	3,013.84	PW - SIGNAL MAINTENANCE (10/15 - 12/15)
	Vendor Tota	<b>3,013.84</b>	
150130	DICK MADSEN ROOFING	7,955.46	CIP - CLRWTR ROOF REPAIRS
	Vendor Tota	<b>7,955.46</b>	

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150131	DISCOUNT SCHOOL SUPPLY	443.92	CSR - STAR SUPPLIES
	Vendor Tota	<b>443.92</b>	
150132	DYNAMIC IMAGING	175.24	PW - PRINTING/REPRO SVCS
		104.31	PW - PRINTING/REPRO SVCS
	Vendor Tota	<b>279.55</b>	
150133	ENVIRONMENTAL LOGISTICS, INC	7,400.54	PW - HAZARDOUS WASTE SVCS
	Vendor Tota	<b>7,400.54</b>	
150134	EWING IRRIGATION PRODUCTS, INC	664.71	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>664.71</b>	
150135	FACILITY WERX, INC	1,337.65	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	<b>1,337.65</b>	
150136	FERGUSON ENTERPRISES, INC	1,243.25	PW - FACILITY MNTC SUPPLIES
		69.29	PW - FACILITY MNTC SUPPLIES
		18.39	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>1,330.93</b>	
150137	FILE KEEPERS, LLC	79.00	PS - SHREDDING SVCS (12/17)
	Vendor Tota	<b>79.00</b>	
150138	FIRST VEHICLE SERVICES	24,985.67	PW - VEHICLE MNTC SVCS (2/16)
		2,057.93	PW - VEHICLE NON-CONTRACT MNTC (1/16)
	Vendor Tota	<b>27,043.60</b>	
150139	FLORES, MARIA	100.00	CSR - FACILITY RENTAL FEE
	Vendor Tota	<b>100.00</b>	
150140	FULLER ENGINEERING INC	1,091.09	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>1,091.09</b>	
150141	GENTRY BROTHERS, INC.	229,212.67	CIP - NEIGHBORHOOD STREET IMP
		100,000.00	CIP - NEIGHBORHOOD STREET IMP
		8,672.40	CIP - NEIGHBORHOOD STREET IMP
	Vendor Tota	<b>337,885.07</b>	
150142	GILLIS & PANICHAPAN	810.00	CIP - CITY HALL IMPROVEMENTS
	Vendor Tota	<b>810.00</b>	
150143	GOODIE'S UNIFORMS	85.95	PS - UNIFORM (EB)
	Vendor Tota	<b>85.95</b>	
150144	GRAINGER	151.16	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>151.16</b>	
150145	HAGEN PLUMBING, INC	308.18	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>308.18</b>	
150146	HD SUPPLY WHITE CAP CONST	119.76	PW - WATER OPER MNTC SUPPLIES
		87.78	PW - LANDSCAPE MNTC SUPPLIES
		69.28	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>276.82</b>	
150147	HDL COREN & CONE	1,200.00	FIN - SALES TAX (4TH QTR)
		2,965.01	FIN - SALES TAX RECOVERY (2ND QTR)
		3,150.00	SA - PROPERTY TAX SVCS (1/16 - 3/16)
	Vendor Tota	<b>7,315.01</b>	
150148	HEALTHFIRST-NORTH MEDICAL GRP	80.00	PERS - HEALTH SCREENING (12/15)
	Vendor Tota	<b>80.00</b>	
150149	HOUSE OF TRIM	175.00	PW - TRACTOR SEAT REPAIR
	Vendor Tota	<b>175.00</b>	

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Check Number	Vendor Name	Amount	Description
150150	HUMAN SERVICES ASSOCIATION	3,580.05	CSR - ENP MEALS (COM CTR) - 12/15
		1,861.80	CSR - ENP MEALS (HOME DEL) - 12/15
		450.00	CSR - ENP EVENT MEALS (CHRISTMAS)
	Vendor Tota	<b>5,891.85</b>	
150151	INODA, JIM	108.00	GEN - BUSINESS CARDS (MM)
	Vendor Tota	<b>108.00</b>	
150152	JANKOVICH COMPANY	1,932.05	PS - FLEET FUEL (1/22 - 1/31)
		1,465.41	PS - FLEET FUEL (1/15 - 1/21)
		1,428.59	PS - FLEET FUEL (1/8 - 1/14)
		1,277.46	PS - FLEET FUEL (1/1 - 1/7)
		261.47	PS - FLEET FUEL (1/1 - 1/7)
		209.24	PS - FLEET FUEL (12/22 - 12/31)
		202.90	PS - FLEET FUEL (1/22 - 1/31)
		193.83	PS - FLEET FUEL (1/8 - 1/14)
		163.44	PS - FLEET FUEL (1/15 - 1/21)
		150.26	PS - FLEET FUEL (12/8 - 12/14)
		102.36	CD - FLEET FUEL (1/15 - 1/21)
		80.81	PS - FLEET FUEL (1/1 - 1/7)
		76.26	PS - FLEET FUEL (12/22 - 12/31)
		68.61	PS - FLEET FUEL (1/15 - 1/21)
		66.79	CSR - FLEET FUEL (1/1 - 1/7)
		62.79	CSR - FLEET FUEL (12/22 - 12/31)
		55.42	CD - FLEET FUEL (1/1 - 1/7)
		55.32	CD - FLEET FUEL (1/8 - 1/14)
		50.54	PS - FLEET FUEL (1/8 - 1/14)
		50.37	CD - FLEET FUEL (1/22 - 1/31)
		32.58	CSR - FLEET FUEL (1/1 - 1/7)
		29.51	CSR - FLEET FUEL (1/8 - 1/14)
		22.10	PS - FLEET FUEL (1/22 - 1/31)
	Vendor Tota	<b>8,038.11</b>	
150153	JIM JEAN CHE CO	55.12	WTR DEP REF - 15130 ILLINOIS
	Vendor Tota	<b>55.12</b>	
150154	JIMENEZ	125.75	WTR DEP REF - 15305 CASTANA
	Vendor Tota	<b>125.75</b>	
150155	JMD NET	2,527.60	AS - COMPUTER NETWORK SUPPORT (1/16)
		2,500.00	AS - COMPUTER NETWORK SUPPORT (12/15)
	Vendor Tota	<b>5,027.60</b>	
150156	JOE GONSALVES & SON INC	3,000.00	CC - LEGISLATIVE LOBBYIST (2/16)
	Vendor Tota	<b>3,000.00</b>	
150157	JOHN L HUNTER	6,348.75	PW - STORMWATER MGMT SVCS (11/15)
	Vendor Tota	<b>6,348.75</b>	
150158	JOHN'S WHOLESALE ELECTRIC, INC	463.25	PW - FACILITY MNTC SUPPLIES
		107.51	PW - WATER OPER MNTC SUPPLIES
		98.10	PW - FACILITY MNTC SUPPLIES
		92.92	PW - FACILITY MNTC SUPPLIES
		26.90	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>788.68</b>	
150159	JTB SUPPLY COMPANY, INC	634.38	PW - STREET MNTC SUPPLIES
	Vendor Tota	<b>634.38</b>	
150160	KENNY'S II AUTO SERVICE	203.00	PS - PROF/TECHNICAL SVCS
	Vendor Tota	<b>203.00</b>	

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150161	KLM, INC.	3,401.27	PW - BOILER (PARAMOUNT POOL)
		1,652.49	PW - ICE MACHINE (CITY YARD)
		1,156.32	PW - A/C SYSTEM SVCS (CITY HALL)
		804.19	PW - A/C SYSTEM SVCS (PROGRESS PLAZA)
		581.39	PW - A/C SYSTEM SVCS (STATION)
		579.69	PW - BOILER (CITY HALL)
		560.25	PW - A/C SYSTEM SVCS (CITY YARD)
		499.78	PW - A/C SYSTEM SVCS (PRESCHOOL)
		455.86	PW - A/C SYSTEM SVCS (GYM)
		407.87	PW - A/C SYSTEM SVCS (PROGRESS PLAZA)
		404.75	PW - A/C SYSTEM SVCS (COM CTR)
		369.38	PW - A/C SYSTEM SVCS (PROGRESS PLAZA)
		282.83	PW - A/C SYSTEM SVCS (SPANE PARK)
		276.00	PW - A/C SYSTEM SVCS (CLRWTR)
		206.94	PW - A/C SYSTEM SVCS (FIREHOUSE)
		168.00	PW - A/C SYSTEM SVCS (WELL #14)
		150.00	PW - A/C SYSTEM SVCS (WELL #15)
125.00	PW - A/C SYSTEM SVCS (WELL #13)		
	Vendor Tota	<b>12,082.01</b>	
150162	KO	37.43	WTR DEP REF - 6407 ALONDRA
	Vendor Tota	<b>37.43</b>	
150163	KTS NETWORKS, INC.	100.00	GEN - TELEPHONE MNTC (1/6)
	Vendor Tota	<b>100.00</b>	
150164	L A COUNTY PROBATION DEPT	19,250.00	PS - PROBATION OFFICER (10/15 - 12/15)
	Vendor Tota	<b>19,250.00</b>	
150165	L A COUNTY SHERIFF	447,351.54	PS - GENERAL LAW ENFORCEMENT (12/15)
		84,619.75	PS - SPECIAL ASSIGNMENT OFFICER (12/15)
		34,999.84	PS - SERGEANT SERVICES (12/15)
		1,353.00	PS - PORTABLE MDC UNIT (12/15)
		387.50	PS - ALPR UNIT (12/15)
		8,580.74	PS - TRANSIT ENFORCEMENT (GRANT) 11/15
		4,414.50	PS - PROBATION SVCS (GRANT) - 11/15
		230.43	PS - PROBATION SVCS (11/15)
		2,993.96	PS - PARTY PATROL (GRANT) - 11/15
		2,822.97	PS - SPECIAL EVENT SVCS (11/15)
		2,136.36	PS - SUPPLEMENTAL SUPERVISION (11/15)
		1,780.55	PS - VENDOR PATROL (GRANT) - 11/15
		593.52	PS - PARK PATROL (11/15)
	Vendor Tota	<b>592,264.66</b>	
150166	LINDSAY LUMBER CO., INC	33.21	CSR - FACILITY MNTC SUPPLIES
		12.15	CSR - STAR SUPPLIES
		11.45	CSR - PEP SUPPLIES
	Vendor Tota	<b>56.81</b>	
150167	LITTLE HOUSE FURNITURE MFG,	1,471.50	CIP - PROGRESS PLAZA IMP
		973.15	CIP - PROGRESS PLAZA IMP
	Vendor Tota	<b>2,444.65</b>	
150168	LOS ALTOS X LP	34.95	WTR DEP REF - 16249 PARAMOUNT
	Vendor Tota	<b>34.95</b>	
150169	MCMASTER-CARR SUPPLY CO	135.59	PW - FACILITY MNTC SUPPLIES
		58.37	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>193.96</b>	
150170	MEZA	37.25	WTR DEP REF - 8332 ACKLEY
	Vendor Tota	<b>37.25</b>	

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Check Number	Vendor Name	Amount	Description
150171	MIRACLE RECREATION EQUIPMENT	30,820.35	CIP - GARFIELD PARK PLAYGROUND EQ REPL
	Vendor Tota	<b>30,820.35</b>	
150172	NAPA AUTO PARTS	4.02	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>4.02</b>	
150173	NATIONAL READY MIXED CONCRETE	660.87	PW - STREET MNTC SUPPLIES
		642.06	PW - STREET MNTC SUPPLIES
		605.28	PW - STREET MNTC SUPPLIES
	Vendor Tota	<b>1,908.21</b>	
150174	NEWPORT FIDELITY	16.44	WTR DEP REF - 8335 SOMERSET
	Vendor Tota	<b>16.44</b>	
150175	NEWPORT FIDELITY INC	16.96	WTR DEP REF - 8323 SOMERSET
	Vendor Tota	<b>16.96</b>	
150176	OFFICE DEPOT, INC.	499.27	GEN - PRINTER TONER
		490.75	GEN - PRINTER TONER
		485.42	GEN - PRINTER TONER
		249.44	GEN - PRINTER TONER
		208.14	GEN - PRINTER TONER
		164.47	FIN - OFFICE SUPPLIES
		141.69	FIN - OFFICE SUPPLIES
		141.59	FIN - OFFICE SUPPLIES
		92.09	FIN - OFFICE SUPPLIES
		16.20	FIN - OFFICE SUPPLIES
		14.63	FIN - OFFICE SUPPLIES
	Vendor Tota	<b>2,503.69</b>	
150177	OFFICE SOLUTIONS	1,469.32	GEN - PAPER STOCK
		499.74	GEN - OFFICE SUPPLIES
		85.11	CM - OFFICE SUPPLIES
		33.39	CM - OFFICE SUPPLIES
		4.29	CM - OFFICE SUPPLIES
	Vendor Tota	<b>2,091.85</b>	
150178	ORIENTAL TRADING COMPANY, INC.	1,031.04	CSR - STAR SUPPLIES
		206.06	CSR - STAR SUPPLIES
	Vendor Tota	<b>1,237.10</b>	
150179	PACIFIC OFFICE PRODUCTS	198.41	PS - OFFICE SUPPLIES
		153.72	CM - OFFICE SUPPLIES
		98.73	CM - OFFICE SUPPLIES
		78.21	PS - OFFICE SUPPLIES
		37.71	CD - OFFICE SUPPLIES
		35.42	CC - OFFICE SUPPLIES
		31.50	CM - OFFICE SUPPLIES
		27.77	PS - OFFICE SUPPLIES
		-257.13	CM - OFFICE SUPPLIES (CREDIT)
	Vendor Tota	<b>404.34</b>	
150180	PACIFIC RIM AUTOMATION, INC.	7,250.00	PW - WELL #14 CONTROL PANEL REPL
	Vendor Tota	<b>7,250.00</b>	

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150181	PARAMOUNT JOURNAL	2,269.73	CM - PUBLISHED NOTICE (1/14)
		307.28	CM - PUBLISHED NOTICE (1/7)
		264.00	CM - PUBLISHED NOTICE (2/19)
		264.00	CM - PUBLISHED NOTICE (2/19)
		228.05	CD - PUBLISHED NOTICE (1/28)
		217.19	CD - PUBLISHED NOTICE (1/28)
		211.76	CD - PUBLISHED NOTICE (1/28)
		200.90	CD - PUBLISHED NOTICE (1/28)
		195.47	CD - PUBLISHED NOTICE (1/28)
		99.00	CD - PUBLISHED NOTICE (1/29)
		99.00	CD - PUBLISHED NOTICE (1/29)
		88.00	CD - PUBLISHED NOTICE (1/29)
		88.00	CD - PUBLISHED NOTICE (1/29)
		88.00	CD - PUBLISHED NOTICE (1/29)
		77.00	CD - PUBLISHED NOTICE (1/29)
	Vendor Tota	<b>4,697.38</b>	
150182	PARKINS & ASSOCIATES	1,689.00	PW - PARK MNTC CONSULTANT (1/16)
		1,795.00	PW - ANNUAL PESTICIDE TRAINING
	Vendor Tota	<b>3,484.00</b>	
150183	PDQ RENTALS	241.50	CSR - BREAKFAST W/ SANTA SUPPLIES
	Vendor Tota	<b>241.50</b>	
150184	PEGASUS INTERPRINT	831.67	FIN - A/P ENVELOPES
	Vendor Tota	<b>831.67</b>	
150185	PRESS-TELEGRAM	295.77	GEN - PUBLICATIONS (1/16 - 1/17)
150186		115.72	PS - PUBLICATIONS (1/16 - 4/16)
	Vendor Tota	<b>411.49</b>	
150187	R & R FIRE PROTECTION	980.45	PW - FIRE EXTINGUISHER SVCS
	Vendor Tota	<b>980.45</b>	
150188	RAYVERN LIGHTING SUPPLY CO INC	169.39	PW - FACILITY MNTC SUPPLIES
		163.34	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>332.73</b>	
150189	RILEY PRINTING CO	569.24	PS - PRINTING/REPRO SVCS
	Vendor Tota	<b>569.24</b>	
150190	RIO VERDE NURSERY	994.08	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>994.08</b>	
150191	ROADLINE PRODUCTS INC	944.00	PW - STREET MNTC SUPPLIES
	Vendor Tota	<b>944.00</b>	
150192	RODRIGUEZ	26.83	WTR DEP REF - 16453 PARKSHIRE
	Vendor Tota	<b>26.83</b>	
150193	ROMO	1.91	WTR DEP REF - 14502 CASTANA
	Vendor Tota	<b>1.91</b>	

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150194	RPW SERVICES, INC.	2,340.00	PW - PEST CONTROL SVCS (SIDEWALKS)
		360.00	PW - PEST CONTROL SVCS (CITYWIDE)
		85.00	PW - PEST CONTROL SVCS (STATION)
		85.00	PW - PEST CONTROL SVCS (CIVIC CENTER)
		80.00	PW - PEST CONTROL SVCS(ALL AMERICAN PK)
		80.00	PW - PEST CONTROL SVCS (PARAMOUNT PK)
		80.00	PW - PEST CONTROL SVCS (PROGRESS PARK)
		80.00	PW - PEST CONTROL SVCS (DILLS PARK)
		80.00	PW - PEST CONTROL SVCS (SALUD PARK)
		80.00	PW - PEST CONTROL SVCS (SPANE PARK)
		80.00	PW - PEST CONTROL SVCS (POND)
		80.00	PW - PEST CONTROL SVCS (GYM)
		75.00	PW - PEST CONTROL SVCS (CITY YARD)
		65.00	PW - PEST CONTROL SVCS (CITY HALL)
		40.00	PW - PEST CONTROL SVCS (SNACK SHACK)
		40.00	PW - PEST CONTROL SVCS (FIREHOUSE)
	Vendor Tota	<b>3,730.00</b>	
150195	RUIZ	23.78	WTR DEP REF - 15316 GEORGIA
	Vendor Tota	<b>23.78</b>	
150196	S & J SUPPLY CO.	10,630.99	CIP - FIRE HYDRANT
	Vendor Tota	<b>10,630.99</b>	
150197	S & S WORLDWIDE	2,278.95	CSR - STAR SUPPLIES
		1,990.38	CSR - STAR SUPPLIES
		1,178.96	CSR - STAR SUPPLIES
		61.28	CSR - STAR SUPPLIES
	Vendor Tota	<b>5,509.57</b>	
150198	SHI INTERNATIONAL CORP	1,417.82	CSR - STAR SURFACE PRO 4 TABLET (1)
		1,417.82	CSR - STAR SURFACE PRO 4 TABLET (1)
		445.00	GEN - COMPUTER MNTC SUPPLIES
		333.78	CSR - STAR MICROSOFT WARRANTY
		59.95	GEN - COMPUTER MNTC SUPPLIES
	Vendor Tota	<b>3,674.37</b>	
150199	SIRCHIE	53.36	PS - OFFICE SUPPLIES
	Vendor Tota	<b>53.36</b>	
150200	SMART & FINAL IRIS CO	350.54	GEN - KITCHEN SUPPLIES
		23.03	PW - FACILITY MNTC SUPPLIES
		17.25	CP - PARAMOUNT LOOKING GOOD
	Vendor Tota	<b>390.82</b>	
150201	SMITH PAINT	1,362.03	CP - PARAMOUNT LOOKING GOOD
		264.30	CP - PARAMOUNT LOOKING GOOD
	Vendor Tota	<b>1,626.33</b>	
150202	SO CAL INDUSTRIES	1,179.27	PW - FENCE INSTALLATION
	Vendor Tota	<b>1,179.27</b>	
150203	STEPHEN DORECK	14,075.00	CIP - FIRE SVC (HARRISON/MINNESOTA)
		6,585.00	CIP - METER INSTALL(HARRISON/MINNESOTA)
	Vendor Tota	<b>20,660.00</b>	
150204	SUNOUT MOBILE WINDOW TINTING	549.00	PW - WINDOW TINTING SVCS
	Vendor Tota	<b>549.00</b>	
150205	SUPERCO SPECIALTY PRODUCTS	842.76	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	<b>842.76</b>	

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Check Number	Vendor Name	Amount	Description
150206	SUPERIOR OFFICE PRODUCTS	276.50	PS - OFFICE SUPPLIES
	Vendor Tota	<b>276.50</b>	
150207	TAMPER-PRUF SCREWS INC	6.76	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>6.76</b>	
150208	TARGET SPECIALTY PRODUCTS INC	598.52	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>598.52</b>	
150209	TAYLOR'S LOCK & KEY SVCS	25.83	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>25.83</b>	
150210	TETRATECH, INC	300.00	PW - WATER MASTER PLAN UPDATE(11/15)
	Vendor Tota	<b>300.00</b>	
150211	TRUESDAIL LABORATORIES, INC	1,600.00	PW - WATER CHEMICAL TESTING
		139.50	PW - WATER CHEMICAL TESTING
		126.00	PW - WATER CHEMICAL TESTING
		126.00	PW - WATER CHEMICAL TESTING
		126.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	<b>2,261.50</b>	
150212	ULINE SHIPPING SUPPLY	209.38	CP - GROUND BREAKING CEREMONY
		36.45	PS - OFFICE SUPPLIES
	Vendor Tota	<b>245.83</b>	
150213	UNDERGROUND SERVICE ALERT	91.50	PW - WATER OPER MNTC SVCS (1/16)
	Vendor Tota	<b>91.50</b>	
150214	UNITED RENTALS	1,590.36	CP - CIVIC CENTER DECORATIONS
		198.55	PW - STREET MNTC SVCS
	Vendor Tota	<b>1,788.91</b>	
150215	USA BLUEBOOK	1,103.63	PW - WATER OPER MNTC SUPPLIES
		475.02	PW - WATER OPER MNTC SUPPLIES
		408.48	PW - WATER OPER MNTC SUPPLIES
		361.34	PW - WATER OPER MNTC SUPPLIES
		195.42	PW - WATER OPER MNTC SUPPLIES
		166.00	PW - WATER OPER MNTC SUPPLIES
		81.11	PW - WATER OPER MNTC SUPPLIES
		59.62	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>2,850.62</b>	
150216	VALLEYCREST LANDSCAPE	5,532.23	CIP - COMMUNITY CLEAN UP
		1,489.33	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	<b>7,021.56</b>	
150217	VAVRINEK, TRINE, DAY & CO.,LLP	4,884.00	FIN - CAFR PREPARATION
		1,110.00	FIN - CAFR PREPARATION (FY 2015)
	Vendor Tota	<b>5,994.00</b>	
150218	WEST COAST ARBORISTS, INC	1,318.40	PW - TREE MNTC SVCS (1/1 - 1/15)
		699.30	PW - TREE MNTC SVCS (1/16 - 1/31)
	Vendor Tota	<b>2,017.70</b>	
150219	WEST COAST SAND & GRAVEL INC.	358.36	PW - STREET MNTC SUPPLIES
		327.04	PW - STREET MNTC SUPPLIES
	Vendor Tota	<b>685.40</b>	

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Check Number	Vendor Name	Amount	Description
150220	WILLDAN ASSOCIATES, INC	59,736.75	CIP - GARFIELD STREET IMP (12/15)
		26,250.00	CIP - ORANGE PARKWAY IMP (12/15)
		4,500.00	CIP - ARTERIAL ST RESURFACING (12/15)
		21,000.00	CIP - ARTERIAL ST RESURFACING (12/15)
		14,092.50	PW - GENERAL ENG SVCS (12/15)
		4,642.00	PW - TRAFFIC ENG SVCS (11/15)
		2,310.00	CIP - CENTURY BLVD MEDIAN IMP (12/15)
		935.00	PW - SURVEY & MAPPING SVCS (12/15)
		430.00	CIP - NEIGHBORHOOD STREET IMP (12/15)
			Vendor Tota
150221	XEROX CORP.	1,010.30	PS - PRINTER (12/15)
		958.24	PS - PRINTER (1/16)
		611.96	GEN - CITY HALL COPIER (1/16)
		488.34	CSR - COPIER (1/16)
		287.04	GEN - CITY HALL PRINTER (1/16)
		279.64	CD - COPIER (1/16)
		146.78	PS - PRINTER INTEGRATOR (12/15)
		146.78	PS - PRINTER INTEGRATOR (1/16)
			Vendor Tota
<b>A total of 129 checks were issued for</b>		<b>\$1,720,997.03</b>	

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Check Number	Vendor Name	Amount	Description
150081	4 IMPRINT	860.83	CSR - STAR SUPPLIES
	Vendor Tota	<b>860.83</b>	
149931	ADMINISTRATIVE SERVICES CO-OP	1,726.52	CSR - MEDICAL TRANSIT SVCS (11/15)
149967		1,995.93	CSR - MEDICAL TRANSIT SVCS (12/15)
	Vendor Tota	<b>3,722.45</b>	
150055	ADT SECURITY SERVICES, INC.	46.00	PS - SECURITY CAMERA MNTC (1/16-3/16)
	Vendor Tota	<b>46.00</b>	
150006	ALLIANT INSURANCE SERVICES, INC	2,332.00	SPECIAL EVENT INSURANCE (7/15 - 9/15)
150009		1,665.00	SPECIAL EVENT INSURANCE (10/15-12/15)
	Vendor Tota	<b>3,997.00</b>	
150023	ALTAMIRA	40.00	CSR - ART CLASS REFUND
	Vendor Tota	<b>40.00</b>	
149932	AMERICAN WATER WORKS ASSOC.	105.00	PW - AWWA MEMBERSHIP (NM)
	Vendor Tota	<b>105.00</b>	
150024	ARTISAN PRECAST INC.	2,816.90	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>2,816.90</b>	
150049	AT & T	4.53	GEN - TELEPHONE SERVICE (2/16)
149953		4,732.24	GEN - TELEPHONE SERVICE (11/15)
		1.10	PS - TELEPHONE SERVICE (11/15)
		1,113.10	PW - WATER SYSTEM SERVICE (11/15)
		43.44	GEN - CLRWTR BLDG (11/15)
149990		203.36	GEN - TELEPHONE SERVICE (11/15 - 12/15)
		1,384.92	PS - TELEPHONE SERVICE (11/15 - 12/15)
150010		4,815.49	GEN - TELEPHONE SERVICE (12/15)
		43.43	GEN - TELEPHONE SERVICE (12/15)
		1.10	PS - TELEPHONE SERVICE (12/15)
		1,114.96	PW - WATER SYSTEM SERVICE (12/15)
	Vendor Tota	<b>13,457.67</b>	
149968	AT&T MOBILITY	2.06	CSR - CELLULAR SERVICE (1/16)
		49.65	AS - CELLULAR SERVICE (1/16)
		67.86	PERS - CELLULAR SERVICE (1/16)
		299.99	PERS - CELLULAR EQUIPMENT (JO)
		816.57	CSR - STAR CELLULAR SERVICE (1/16)
149991		105.57	FIN - CELLULAR SERVICE (2/16)
150082		80.79	PW - CELLULAR SERVICE (1/16)
		89.73	PERS - CELLULAR SERVICE (1/16)
		55.68	AS - CELLULAR SERVICE (1/16)
	Vendor Tota	<b>1,567.90</b>	
149969	BASHFORD ENTERPRISES	2,664.40	CD - RES REHAB (8815 PASEO)
	Vendor Tota	<b>2,664.40</b>	
150011	BEGOVICH & HAUG ARCHITECTS	375.00	CIP - COMMUNITY CENTER RESTROOM
	Vendor Tota	<b>375.00</b>	
150012	BEIGHTON, DAVE	2,100.00	PS - DETECTIVE SPECIALIST (1/23 - 2/5)
150083		2,050.00	PS - DETECTIVE SPECIALIST (2/6 - 2/19)
	Vendor Tota	<b>4,150.00</b>	
149977	BENTON, JERRY	225.00	CSR - SENIOR ENTERTAINMENT (2/18)
	Vendor Tota	<b>225.00</b>	
150042	BLODGETT BAYLOSIS	2,200.00	CD - ENV ANALYSIS (CALMET/7202 PETER)
		1,020.00	CD - ENV ANALYSIS (GARFIELD/ALONDRA)
	Vendor Tota	<b>3,220.00</b>	

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150078	BROTHERS JANITORIAL SUPPLY CO	665.12	CSR - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>665.12</b>	
149933	CALIFORNIA PUBLIC EMPLOYEES'	39,603.05	PERS RETIREMENT - PPE 1/22
150025		36,913.41	PERS - RETIREMENT PPE 2/5
	Vendor Tota	<b>76,516.46</b>	
149954	CELEBRATIONS PARTY RENTALS	554.00	CP - GROUND BREAKING CEREMONY
149996		110.00	CP - GROUND BREAKING CEREMONY
	Vendor Tota	<b>664.00</b>	
149997	CENTENO, ILEANA	200.00	CSR - FACILITY DEPOSIT REFUND
	Vendor Tota	<b>200.00</b>	
149934	CENTRAL BASIN MUNI WATER DIST	115,626.35	PW - PURCHASED WATER (12/15)
	Vendor Tota	<b>115,626.35</b>	
150084	CERTIFIED INSPECTIONS & CODE	6,880.00	CD - PLAN CHECK SVCS (12/15)
	Vendor Tota	<b>6,880.00</b>	
149978	CINTAS #053	4.30	PW - UNIFORM SVC (ADMIN)
		131.07	PW - UNIFORM SVC (FACILITIES)
		35.62	PW - UNIFORM SVC (LANDSCAPE)
		25.56	PW - UNIFORM SVC (ROADS)
		29.49	PW - UNIFORM SVC (WTR PROD)
		37.55	PW - UNIFORM SVC (WTR DIST)
		21.02	PW - UNIFORM SVC (WTR CUST SVC)
		4.30	PW - UNIFORM SVC (ADMIN)
		33.47	PW - UNIFORM SVC (FACILITIES)
		35.62	PW - UNIFORM SVC (LANDSCAPE)
		45.08	PW - UNIFORM SVC (ROADS)
		29.49	PW - UNIFORM SVC (WTR PROD)
		37.55	PW - UNIFORM SVC (WTR DIST)
		21.02	PW - UNIFORM SVC (WTR CUST SVC)
		4.30	PW - UNIFORM SVC (ADMIN)
		52.99	PW - UNIFORM SVC (FACILITIES)
		35.62	PW - UNIFORM SVC (LANDSCAPE)
		25.56	PW - UNIFORM SVC (ROADS)
		29.49	PW - UNIFORM SVC (WTR PROD)
		37.55	PW - UNIFORM SVC (WTR DIST)
		21.02	PW - UNIFORM SVC (WTR CUST SVC)
		4.30	PW - UNIFORM SVC (ADMIN)
		33.47	PW - UNIFORM SVC (FACILITIES)
		35.62	PW - UNIFORM SVC (LANDSCAPE)
		25.56	PW - UNIFORM SVC (ROADS)
		29.49	PW - UNIFORM SVC (WTR PROD)
		37.55	PW - UNIFORM SVC (WTR DIST)
		21.02	PW - UNIFORM SVC (WTR CUST SVC)
		4.30	PW - UNIFORM SVC (ADMIN)
		33.47	PW - UNIFORM SVC (FACILITIES)
		35.62	PW - UNIFORM SVC (LANDSCAPE)
		25.56	PW - UNIFORM SVC (ROADS)
		29.49	PW - UNIFORM SVC (WTR PROD)
		37.55	PW - UNIFORM SVC (WTR DIST)
		21.02	PW - UNIFORM SVC (WTR CUST SVC)
	Vendor Tota	<b>884.68</b>	
149998	CIT TECHNOLOGY FIN SERV, INC	155.97	PW - COPIER (2/16)
	Vendor Tota	<b>155.97</b>	
11735	CITY OF PARAMOUNT PAYROLL	1,209.54	NET PAYROLL - SPEC 2/5
11738		1,173.63	NET PAYROLL - SPEC 2/5
11741		268,914.63	NET PAYROLL - PPE 2/5
11746		3,224.40	NET PAYROLL - SPEC 2/18
11749		267,107.61	NET PAYROLL - PPE 2/19
149935		373.83	NET PAYROLL - SPEC 1/29
		64.03	NET PAYROLL - SPEC 1/28
150013		5.92	NET PAYROLL - SPEC 2/10
	Vendor Tota	<b>542,073.59</b>	

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150026	COLORS PRINTING	253.53	CSR - SENIOR NEWSLETTER (2/16)
	Vendor Tota	<b>253.53</b>	
150014	COSTCO- CAPITAL ONE COMMERCIAL	48.22	PERS - IIPP MEETING SUPPLIES
	Vendor Tota	<b>48.22</b>	
150056	DIRECTV	57.49	PS - EOC SATELLITE SVCS (2/16)
	Vendor Tota	<b>57.49</b>	
11730	EMPLOYMENT DEVELOPMENT DEPT	10,287.02	STATE PAYROLL TAX - PPE 1/22
11737		57.91	STATE PAYROLL TAX - SPEC 2/5
11740		55.47	STATE PAYROLL TAX - SPEC 2/5
11743		10,264.83	STATE PAYROLL TAX - PPE 2/5
11748		100.44	STATE PAYROLL TAX - SPEC 2/18
	Vendor Tota	<b>20,765.67</b>	
150062	FAIR HOUSING FOUNDATION	930.46	FIN - FAIR HOUSING SVCS (1/16)
	Vendor Tota	<b>930.46</b>	
149936	FALCON FUELS, INC	38,676.80	CD - ECONOMIC DEVELOPMENT
	Vendor Tota	<b>38,676.80</b>	
149970	FEDEX	20.56	GEN - POSTAGE EXPENSE
	Vendor Tota	<b>20.56</b>	
150050	FEDEX OFFICE	214.68	CSR - STAR SUPPLIES
		1,768.94	CSR - STAR SUPPLIES
	Vendor Tota	<b>1,983.62</b>	
149999	FILARSKY & WATT LLP	840.00	PERS - LEGAL SVCS (1/16)
	Vendor Tota	<b>840.00</b>	
150027	FILE KEEPERS, LLC	79.00	PS - SHREDDING SVCS (11/15)
		79.00	PS - SHREDDING SVCS (1/16)
	Vendor Tota	<b>158.00</b>	
149937	FRANCHISE TAX BOARD	250.00	PAYROLL DEDUCTION - PPE 1/22
	Vendor Tota	<b>250.00</b>	
149979	GAME CHANGER	2,027.40	CSR - STAR SUPPLIES
149980		1,962.00	CSR - YOUTH BASKETBALL SHIRTS
	Vendor Tota	<b>3,989.40</b>	
150063	GATEWAY CITIES COG	6,511.78	PW - LAKEWOOD BLVD MASTER PLAN
	Vendor Tota	<b>6,511.78</b>	
149938	GBS LINENS	45.27	CSR - LAUNDRY SVCS (1/13)
	Vendor Tota	<b>45.27</b>	
150085	GOLDEN STATE TECH CONSULTING	2,000.00	CSR - STAR NETWORK SYSTEM INTEGRATION
	Vendor Tota	<b>2,000.00</b>	
150051	GOLDEN STATE WATER COMPANY	750.30	PW - MEDIAN IRRIGATION (1/16)
		183.51	GEN - FLORINE STREET WATER (1/16)
		922.32	GEN - ALL AMERICAN PARK WATER (1/16)
	Vendor Tota	<b>1,856.13</b>	
150079	GONZALEZ, ANA	200.00	CSR - FACILITY DEPOSIT REFUND
	Vendor Tota	<b>200.00</b>	
150000	H & H NURSERY INC.	113.95	PW - LANDSCAPE MNTC SUPPLIES
		111.77	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>225.72</b>	
11734	HASLER MAILING SYSTEMS	2,500.00	GEN - POSTAGE METER (1/16)
	Vendor Tota	<b>2,500.00</b>	

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Check Number	Vendor Name	Amount	Description
149981	HERNANDEZ, LEOCADIO	150.00	CSR - SENIOR ENTERTAINMENT (2/25)
	Vendor Tota	<b>150.00</b>	
150015	HOME DEPOT/GEFC	1,077.34	PW - LANDSCAPE MNTC SUPPLIES
		784.05	PW - FACILITY MNTC SUPPLIES
		12.38	PW - STREET MNTC SUPPLIES
	Vendor Tota	<b>1,873.77</b>	
150057	HUERTA, MARIA CHRISTINA	25.00	CSR - BASKETBALL LEAGUE REFUND
	Vendor Tota	<b>25.00</b>	
149955	INK HEAD DESIGN & PRINTS	2,499.37	CP - CHRISTMAS TRAIN SUPPLIES
		2,383.76	CSR - STAR UNIFORM
		2,340.35	CSR - STAR UNIFORM
		2,220.33	CSR - STAR SUPPLIES
		872.00	CSR - STAR SUPPLIES
	Vendor Tota	<b>10,315.81</b>	
11729	INTERNAL REVENUE SERVICE	31,486.30	FED PAYROLL TAX - PPE 1/22
		9,420.58	MEDICARE PAYMENT - PPE 1/22
11732		11.90	MEDICARE PAYMENT - SPEC 1/29
11733		2.04	MEDICARE PAYMENT - SPEC 1/28
11736		189.85	FED PAYROLL TAX - SPEC 2/5
		47.62	MEDICARE PAYMENT - SPEC 2/5
11739		184.32	FED PAYROLL TAX - SPEC 2/5
		41.60	MEDICARE PAYMENT - SPEC 2/5
11742		33,087.70	FED PAYROLL TAX - PPE 2/5
		9,327.92	MEDICARE PAYMENT - PPE 2/5
11744		.18	MEDICARE PAYMENT - SPEC 2/10
11747		276.18	FED PAYROLL TAX - SPEC 2/18
		105.96	MEDICARE PAYMENT - SPEC 2/18
	Vendor Tota	<b>84,182.15</b>	
150016	J P JUMPERS	320.00	CSR - ENP EVENT SUPPLIES
	Vendor Tota	<b>320.00</b>	
150064	JANKOVICH COMPANY	43.31	PS - FLEET FUEL (12/16 - 12/21)
	Vendor Tota	<b>43.31</b>	
149939	KATHY A. DOCKERY	183.69	PAYROLL DEDUCTION - PPE 1/22
150028		183.69	PAYROLL DEDUCTION - PPE 2/5
	Vendor Tota	<b>367.38</b>	
150029	KEN MATSUI IMAGES PHOTOGRAPHY	425.00	CP - CHRISTMAS TRAIN SUPPLIES
150052		425.00	CP - GROUND BREAKING CEREMONY
	Vendor Tota	<b>850.00</b>	
149956	KEVLEY DEVELOPMENTS, LLC	91.00	CD - BLDG PERMIT REF - 8219 2ND ST
	Vendor Tota	<b>91.00</b>	
150065	L A COUNTY SHERIFF	513.07	PS - HELICOPTER SVCS (11/15)
	Vendor Tota	<b>513.07</b>	
150058	L A TIMES	124.99	PS - PUBLICATIONS (2/16 - 5/16)
	Vendor Tota	<b>124.99</b>	
149971	LAG COMPLETE CAR CARE	510.00	CSR - RECREATION SUPPLIES
	Vendor Tota	<b>510.00</b>	
149982	LANTAI, UDOM	200.00	CSR - SENIOR ENTERTAINMENT (2/4)
	Vendor Tota	<b>200.00</b>	

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Check Number	Vendor Name	Amount	Description
150007	LDI COLOR TOOLBOX	9.81	PW - COPIER (ADJ) - 1/16
		32.81	PW - COPIER (2/16)
	Vendor Tota	<b>42.62</b>	
150030	LIEBERT CASSIDY WHITMORE	363.00	PERS - LEGAL SVCS (12/15)
	Vendor Tota	<b>363.00</b>	
149957	LINCOLN NATIONAL LIFE INS CO	1,106.53	LIFE INSURANCE (2/16)
		2,678.47	DISABILITY INSURANCE (2/16)
149958		720.01	VOLUNTARY LIFE INSURANCE (2/16)
	Vendor Tota	<b>4,505.01</b>	

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Check Number	Vendor Name	Amount	Description
150054	LINDSAY LUMBER CO., INC	569.43	PW - GRAFFITI REMOVAL SUPPLIES
		569.20	PW - GRAFFITI REMOVAL SUPPLIES
		499.17	PW - GRAFFITI REMOVAL SUPPLIES
		440.93	PW - GRAFFITI REMOVAL SUPPLIES
		399.33	PW - GRAFFITI REMOVAL SUPPLIES
		289.14	PW - FACILITY MNTC SUPPLIES
		211.45	PW - WATER OPER MNTC SUPPLIES
		206.63	PW - GRAFFITI REMOVAL SUPPLIES
		179.08	PW - GRAFFITI REMOVAL SUPPLIES
		154.31	PW - FACILITY MNTC SUPPLIES
		136.59	PW - GRAFFITI REMOVAL SUPPLIES
		120.25	PW - FACILITY MNTC SUPPLIES
		111.65	PW - FACILITY MNTC SUPPLIES
		110.72	PW - GRAFFITI REMOVAL SUPPLIES
		105.03	PW - FACILITY MNTC SUPPLIES
		89.30	PW - FACILITY MNTC SUPPLIES
		86.83	PW - GRAFFITI REMOVAL SUPPLIES
		67.21	PW - GRAFFITI REMOVAL SUPPLIES
		65.33	PW - FACILITY MNTC SUPPLIES
		51.75	PW - GRAFFITI REMOVAL SUPPLIES
		51.20	PW - FACILITY MNTC SUPPLIES
		51.12	PW - STREET MNTC SUPPLIES
		47.63	PW - FACILITY MNTC SUPPLIES
		46.80	PW - FACILITY MNTC SUPPLIES
		39.21	PW - FACILITY MNTC SUPPLIES
		38.12	PW - FACILITY MNTC SUPPLIES
		37.04	PW - FACILITY MNTC SUPPLIES
		32.67	PW - FACILITY MNTC SUPPLIES
		32.42	PW - WATER OPER MNTC SUPPLIES
		31.56	PW - LANDSCAPE MNTC SUPPLIES
		30.71	PW - WATER OPER MNTC SUPPLIES
		29.54	PW - GRAFFITI REMOVAL SUPPLIES
		27.93	PW - FACILITY MNTC SUPPLIES
		27.11	PW - GRAFFITI REMOVAL SUPPLIES
		26.39	PW - LANDSCAPE MNTC SUPPLIES
		25.06	PW - PARAMOUNT LOOKING GOOD
		23.93	PW - GRAFFITI REMOVAL SUPPLIES
		23.74	PW - GRAFFITI REMOVAL SUPPLIES
		22.30	PW - WATER OPER MNTC SUPPLIES
		20.79	PW - LANDSCAPE MNTC SUPPLIES
		17.58	PW - FACILITY MNTC SUPPLIES
		16.34	PW - GRAFFITI REMOVAL SUPPLIES
		16.33	PW - FACILITY MNTC SUPPLIES
		16.30	PW - LANDSCAPE MNTC SUPPLIES
		15.24	PW - FACILITY MNTC SUPPLIES
		12.73	PW - FACILITY MNTC SUPPLIES
		12.27	PW - STREET MNTC SUPPLIES
		11.42	PW - FACILITY MNTC SUPPLIES
		10.89	PW - FACILITY MNTC SUPPLIES
		10.88	PW - FACILITY MNTC SUPPLIES
		10.67	PW - STREET MNTC SUPPLIES
		9.48	PW - WATER OPER MNTC SUPPLIES
		7.62	PW - FACILITY MNTC SUPPLIES
		7.62	PW - GRAFFITI REMOVAL SUPPLIES
		6.85	PW - FACILITY MNTC SUPPLIES
		4.35	PW - FACILITY MNTC SUPPLIES
		3.36	PW - FACILITY MNTC SUPPLIES
		1.92	PW - STREET MNTC SUPPLIES
		-19.62	PW - WATER OPER MNTC SUPPLIES

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
	Vendor Tota	<b>5,300.83</b>	
149959	LOPEZ, OSCAR IVAN	200.00	CSR - FACILITY DEPOSIT REFUND
	Vendor Tota	<b>200.00</b>	
149960	MAMEA, NORMAN	60.00	PW - WATER TREATMENT CERTIFICATION
	Vendor Tota	<b>60.00</b>	
150086	MARTINEZ, DIANE J.	200.00	CC - STATE ASSEMBLY CEREMONY ADVANCE
	Vendor Tota	<b>200.00</b>	
150066	MASTERCARD - W F BANK	350.00	AS - ICSC CONFERENCE (KC, DE)
		350.00	CD - ICSC CONFERENCE (JC, MC)
		143.61	PC - MEETING EXPENSE
		-261.00	FIN - GFOA TRAINING (CREDIT)
		100.00	CD - ICSC MEMBERSHIP (MC, KC)
		50.00	AS - ICSC MEMBERSHIP (DE)
		50.00	CD - PUBLICATIONS
		37.00	FIN - OFFICE SUPPLIES
		224.06	GEN - MEETING SUPPLIES
	Vendor Tota	<b>1,043.67</b>	
150067	MASTERCARD - WF BANK	92.00	CM - MEETING EXPENSE
		20.00	AS - ICSC CONFERENCE EXPENSE
	Vendor Tota	<b>112.00</b>	
150068	MASTERCARD W F	1,042.96	PW - LOCC CONEFERENCE (CC)
		320.00	PW - PESTICIDE CERT RENEWAL (RS,MQ,LS)
		100.00	PW - AWWA WORKSHOP (AH,NM,MH,HM)
		50.00	PW - AWWA WORKSHOP (AB,LB)
		75.00	PW - AWWA WORKSHOP (RL,DA,IV)
	Vendor Tota	<b>1,587.96</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description		
150069	MASTERCARD WF BANK	42.89	CSR - OFFICE SUPPLIES		
		1,047.75	CP - GROUND BREAKING CEREMONY		
		36.25	CSR - MEETING SUPPLIES		
		312.80	CSR - ENP SUPPLIES		
		435.32	CSR - RECREATION SUPPLIES		
		34.98	CSR - RECREATION SUPPLIES		
		-38.97	CSR - ENP EVENT SUPPLIES (CREDIT)		
		-539.43	CSR - STAR UNIFORMS (CREDIT)		
		49.05	CSR - STAR UNIFORMS		
		675.00	CSR - STAR SUPPLIES		
		86.10	CSR - STAR SUPPLIES		
		203.89	GEN - CC MEETING SUPPLIES		
		-73.42	MC - GOLDEN OPENINGS		
		73.42	CP - GROUND BREAKING CEREMONY(SALESTAX)		
		2.70	CSR - RECREATION SUPPLIES (SALESTAX)		
		-2.70	MC - TY10		
		-37.80	MC - I STOCK ONLINE		
		37.80	CSR - RECREATION SUPPLIES (SALES TAX)		
		150070		10.79	PS - OFFICE SUPPLIES
				165.58	PS - PSA LUNCH MEETING
54.43	PS - EQUIPMENT MNTC SUPPLIES				
109.00	PS - UNIFORM (SG)				
50.00	PS - CACEO TRAINING (MM)				
9.81	PS - UNIFORM (SG) - SALES TAX				
-9.81	MC - FOCUS CAMERA				
150071		33.55	CM - MEETING EXPENSES		
		63.24	CM - JPIA EXECUTIVE ACADEMY (JM)		
		60.00	AS - SMUG MUG SUBSCRIPTION		
		335.00	CM - CCCA ANNUAL LEGISLATIVE TOUR (JM)		
		220.00	PERS - JOB NOTICES		
		59.00	CM - NNA RENEWAL (AM)		
		65.00	PERS - IIPP MEETING SUPPLIES		
		100.00	CP - FLOWERS		
		159.00	PERS - EMPLOYMENT LAW CONFERENCE (DL)		
		6.95	CM - OFFICE SUPPLIES		
150072		.63	CM - OFFICE SUPPLIES (SALES TAX)		
		-.63	MC - HILLMAN SIGN CENTER		
		224.70	CSR - MEETING SUPPLIES		
		676.29	CSR - RECREATION EXCURSION (1/29)		
		929.25	CSR - RECREATION EXCURSION (12/9)		
		552.94	CSR - ENP EVENT SUPPLIES		
		47.99	CSR - TRACKING DEVICE SVCS (1/16)		
		42.15	CSR - TRACKING DEVICE SVCS (2/16)		
		761.00	CSR - ENP EXCURSION (5/14)		
		121.99	CSR - OFFICE SUPPLIES		
		98.73	CSR - RECREATION SUPPLIES		
		1,566.40	CP - GROUND BREAKING CEREMONY		
		100.00	CSR - PEP SUPPLIES		
		442.48	CSR - EQUIPMENT MNTC SVCS		
		216.28	GEN - CC MEETING SUPPLIES		
		913.55	CSR - STAR SUPPLIES		
		544.15	CSR - STAR SUPPLIES		
97.56	CSR - STAR SUPPLIES				
98.59	CSR - STAR SUPPLIES				
68.67	CSR - STAR SUPPLIES				
112.09	CSR - STAR SUPPLIES				
63.69	CSR - STAR SUPPLIES				
438.75	CSR - STAR SUPPLIES				
207.98	CSR - STAR SUPPLIES				
743.85	CSR - STAR SUPPLIES				

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
150072	MASTERCARD WF BANK	381.30	CSR - STAR SUPPLIES
		155.55	CSR - STAR SUPPLIES
		34.30	CSR - STAR SUPPLIES
		1,034.42	CSR - STAR SUPPLIES
		-31.30	MC - DISPLAYS 2GO
		31.30	CSR - EQUIPMENT MNTC SVCS (SALES TAX)
		5.67	CSR - EQUIPMENT MNTC SUPPLIES(SALESTAX)
		-5.67	MC - WEBSTAURANT STORE
	Vendor Tota	<b>14,511.82</b>	
149983	MDG ASSOCIATES, INC	5,057.50	FIN - CDBG PROGRAM ADMIN (12/15)
		510.00	CD - RES ADMIN (8815 PASEO) - 12/15
		807.50	CD - RES ADMIN (7638 MENDY) - 12/15
		340.00	CD - RES ADMIN (15350 HAYTER) - 12/15
		1,615.00	CD - RES ADMIN (13909 DOWNEY) - 12/15
		1,530.00	CD - RES ADMIN (6617 SAN CARLOS) 12/15
		1,900.00	FIN - HOME PROGRAM ADMIN (12/15)
		285.00	CD - ARCH SVCS (15511 LAKEWOOD) - 12/15
		255.00	CD - COM ADMIN (15511 LAKEWOOD) - 12/15
	Vendor Tota	<b>12,300.00</b>	
149972	MENDOZA, ROBERT	322.00	CSR - JUJITSU CLASS (1/16)
	Vendor Tota	<b>322.00</b>	
150008	MURALLES, LISA	100.00	CSR - FACILITY RETAINER REFUND
	Vendor Tota	<b>100.00</b>	
150073	NETWORK INNOVATIONS US, INC	162.87	PS - SATELLITE PHONE SVC (1/16)
		162.87	PS - SATELLITE PHONE SVC (12/15)
	Vendor Tota	<b>325.74</b>	
149940	OFFICE SOLUTIONS	77.61	PW - OFFICE SUPPLIES
149984		638.51	PW - OFFICE SUPPLIES
150074		251.77	GEN - PRINTER TONER
		60.07	PW - OFFICE SUPPLIES
		26.18	PW - LANDSCAPE MNTC SUPPLIES
		81.79	PW - EMPLOYEE SAFETY SUPPLIES
	Vendor Tota	<b>1,135.93</b>	
11745	OPENEDGE	432.64	GEN - UB WEB BANK CHARGES (1/16)
	Vendor Tota	<b>432.64</b>	
149941	ORTCO, INC.	15,619.00	CIP - PLAYGROUND EQUIP (GARFIELD PARK)
	Vendor Tota	<b>15,619.00</b>	
149973	PARAMOUNT CHAMBER OF COMMERCE	60.00	AS - NETWORKING BREAKFAST (KC, MC, DE)
	Vendor Tota	<b>60.00</b>	
150043	PCMG, INC	258.76	GEN - COMPUTER MNTC SUPPLIES
	Vendor Tota	<b>258.76</b>	
149974	PEREZ, DANALY	352.80	CSR - FOLKLORICO CLASS (1/16)
		231.00	CSR - SALSA CLASS (1/16)
	Vendor Tota	<b>583.80</b>	
149993	PETTY CASH	125.00	CSR - START-UP (COM CTR-DRAWER 2)
150044		955.36	PETTY CASH REPLENISHMENT
150087		125.00	CSR - STAR SUPPLIES
150088		125.00	CSR - STAR SUPPLIES
	Vendor Tota	<b>1,330.36</b>	
150075	PNC EQUIPMENT FINANCE	616.79	PW - LAWN MOWER LEASE (2/16)
	Vendor Tota	<b>616.79</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
150031	PRINTTIO	244.16	PW - FACILITIES MNTC SUPPLIES
150059		1,434.44	CIP - CLRWTR CROSSING SIGNAGE
	Vendor Tota	<b>1,678.60</b>	
150017	ROBERT SKEELS & CO.	390.42	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>390.42</b>	
149985	ROE, MARSHA	75.60	CSR - LINE DANCING CLASS (1/16)
	Vendor Tota	<b>75.60</b>	
149986	RON ROBERSON	405.00	GEN - VIDEO TAPING SVCS
	Vendor Tota	<b>405.00</b>	
149961	RON'S MAINTENANCE	3,584.00	PW - CATCH BASIN MNTC (1/16)
	Vendor Tota	<b>3,584.00</b>	
150018	RUDE, ERIC	2,000.00	PS - TRAFFIC SPECIALIST (1/23 - 2/5)
150089		2,000.00	PS - TRAFFIC SPECIALIST (2/6 - 2/19)
	Vendor Tota	<b>4,000.00</b>	
150019	SEA-CLEAR POOLS	905.62	CIP - ORANGE SPLASH ZONE IMP
		440.00	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>1,345.62</b>	
149942	SHOETERIA	132.41	PW - WORK BOOTS (WTR PROD)
		132.42	PW - WORK BOOTS (WTR DIST)
	Vendor Tota	<b>264.83</b>	
149987	SMART & FINAL IRIS CO	42.79	CSR - STAR SUPPLIES
150020		53.87	CSR - STAR SUPPLIES
		.00	CSR - STAR SUPPLIES
		32.86	CSR - STAR SUPPLIES
150076		75.07	PS - MEETING SUPPLIES
	Vendor Tota	<b>204.59</b>	
150080	SOUTH COAST AIR QUALITY	346.54	PW - OPERATING FEE (15966 DOWNEY)
		346.54	PW - OPERATING FEE (15125 VERMONT)
		346.54	PW - OPERATING FEE (15001 PARAMOUNT)
		346.54	PW - OPERATING FEE (16400 COLORADO)
		121.44	PW - EMISSIONS FEE (15966 DOWNEY)
		121.44	PW - EMISSIONS FEE (15125 VERMONT)
		121.44	PW - EMISSIONS FEE (15001 PARAMOUNT)
		121.44	PW - EMISSIONS FEE (16400 COLORADO)
	Vendor Tota	<b>1,871.92</b>	
150001	SOUTHERN CALIFORNIA EDISON CO.	26,951.76	GEN - FACILITIES & PARKS (12/15)
		933.93	GEN - CLRWTR BLDG (12/15)
		6,855.51	PW - STREET LIGHTS & MEDIANS (12/15)
		16,889.73	PW - WATER PRODUCTION WELLS (12/15)
		878.00	GEN - PARAMOUNT PARK (12/15)
150045		4,600.00	CSR - PMT FITNESS PK LEASE (3/16-2/17)
	Vendor Tota	<b>57,108.93</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
150046	STAPLES - DEPT 51-7862079851	114.44	CSR - PEP SUPPLIES
		5.43	CSR - STAR SUPPLIES
		368.40	CSR - STAR SUPPLIES
		301.42	CSR - STAR SUPPLIES
		9.79	CSR - STAR SUPPLIES
		19.59	CSR - STAR SUPPLIES
		29.40	CSR - STAR SUPPLIES
		83.30	CSR - STAR SUPPLIES
		26.14	CSR - STAR SUPPLIES
		10.89	CSR - STAR SUPPLIES
		2.50	CSR - STAR SUPPLIES
	Vendor Tota	<b>971.30</b>	
149962	STATE BOARD OF EQUALIZATION	212.00	PW - HAZARDOUS WASTE GENERATOR (2015)
	Vendor Tota	<b>212.00</b>	
149943	STATE DISBURSEMENT UNIT	325.00	PAYROLL DEDUCTION - PPE 1/22
150032		325.00	PAYROLL DEDUCTION - PPE 2/5
149944		250.00	PAYROLL DEDUCTION - PPE 1/22
150033		250.00	PAYROLL DEDUCTION - PPE 2/5
	Vendor Tota	<b>1,150.00</b>	
149975	THE CAVANAUGH LAW GROUP, APLC	14,001.00	CA - CITY ATTORNEY SVCS (1/16)
		7,654.17	PS - CITY PROSECUTOR (1/16)
	Vendor Tota	<b>21,655.17</b>	
150021	THRONTON, NICOLE	25.00	CSR - BASKETBALL LEAGUE REFUND
	Vendor Tota	<b>25.00</b>	
150060	TIME WARNER CABLE	99.02	GEN - CITY YARD CABLE SVCS (3/15)
	Vendor Tota	<b>99.02</b>	
149945	TORRES, ROSIE	25.00	CSR - YOUTH SPORTS REFUND
	Vendor Tota	<b>25.00</b>	
150077	U S ARMOR CORPORATION	713.41	PS - UNIFORM (CO)
		648.55	PS - UNIFORM (AG)
	Vendor Tota	<b>1,361.96</b>	
149963	U S POSTAL SVC/ U S POSTMASTER	2,500.00	FIN - BULK MAIL PERMIT
	Vendor Tota	<b>2,500.00</b>	
150034	UNITED STATES TREASURY	347.00	PAYROLL DEDUCTION - PPE 2/5
	Vendor Tota	<b>347.00</b>	
149946	UNITED WAY CAMPAIGN	2.00	EMPLOYEE CONTRIBUTION - PPE 1/22
150035		2.00	EMPLOYEE CONTRIBUTION - PPE 2/5
	Vendor Tota	<b>4.00</b>	
150036	UNIVAR USA	1,074.05	PW - WATER OPER MNTC SUPPLIES
150037		1,004.90	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>2,078.95</b>	
150002	US BANK VOYAGER FLEET	279.93	PW - CNG FUEL (1/16)
		70.32	PW - CNG FUEL (1/16)
		259.59	PW - CNG FUEL (1/16)
		47.31	PW - CNG FUEL (1/16)
	Vendor Tota	<b>657.15</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
149976	VALLEYCREST LANDSCAPE	21,016.10	PW - LANDSCAPE MNTC SVCS (1/16)
		9,900.00	PW - MEDIAN MNTC SVCS (1/16)
		1,667.50	PW - DILLS PARK MNTC SVCS (1/16)
		3,248.45	PW - PARAMOUNT PK MNTC SVCS (1/16)
		150.00	PW - LANDSCAPE MNTC SVCS (SOMERSET)1/16
		300.00	PW - LANDSCAPE MNTC SVCS (STATION) 1/16
	Vendor Tota	<b>36,282.05</b>	
150003	VALVERDE CONSTRUCTION	4,448.70	PW - WATER SVC (16259 PARAMOUNT)
150047		13,479.41	PW - WATER LEAK REPAIR(ORANGE/MARCELLE)
150061		8,158.31	PW - WATER SVC REPAIR (6855 SAN CARLOS)
	Vendor Tota	<b>26,086.42</b>	
149947	VANTAGEPOINT TRANSFER AGENTS	3,479.74	ICMA 401 LOAN PAYMENT - PPE 1/22
149994		6,302.50	ICMA 401 LOAN PAYMENT (JO)
150038		3,427.93	ICMA 401 LOAN PAYMENT - PPE 2/5
149948		584.62	FT 401 QUAL COMP - PPE 1/22
150039		584.62	FT 401 QUAL COMP - PPE 2/5
149949		12,601.77	FT DEF COMP 457- PPE 1/22
149950		8,048.00	PT DEF COMP 457 - PPE 1/22
149951		30.79	PT DEF COMP 457 - SPEC 1/29
149952		5.27	PT DEF COMP 457 - SPEC 1/28
150004		50.00	FT DEF COMP 457- SPEC 2/5
150022		.49	PT DEF COMP 457 - SPEC 2/10
150040		10,355.50	FT DEF COMP 457- PPE 2/5
150041		8,252.24	PT DEF COMP 457 - PPE 2/5
149964		14,667.97	RETIREE HEALTH TRUST (4/16)
		7,821.78	RETIREE HEALTH TRUST (4/16)
149965		172.23	RETIREE HEALTH TRUST (4/16)
150090		14,667.97	RETIREE HEALTH TRUST (5/16)
		7,821.78	RETIREE HEALTH TRUST (5/16)
150091		172.23	RETIREE HEALTH TRUST (5/16)
	Vendor Tota	<b>99,047.43</b>	
149988	VERIZON CALIFORNIA, INC.	49.97	GEN - TELEPHONE SERVICE (1/16)
	Vendor Tota	<b>49.97</b>	
149995	VERIZON WIRELESS - LA	93.93	CM - CELLULAR SERVICE (1/16)
		127.68	AS - CELLULAR SERVICE (1/16)
		31.20	CD - CELLULAR SERVICE (1/16)
		-7.81	PERS - CELLULAR SERVICE (CREDIT)
		231.38	PS - CELLULAR SERVICE (1/16)
		354.41	PS - CELLULAR SERVICE (1/16)
		308.37	PW - CELLULAR SERVICE (1/16)
		41.48	PW - CELLULAR EQUIPMENT (EG)
		152.55	PS - CELLULAR EQUIPMENT (MS,MD,MIFI)
		38.01	PW - USB AIRCARD WELLS #13 &#14 (1/16)
		14.86	GEN - EOC CELLULAR& P/R DEVICE (1/16)
	Vendor Tota	<b>1,386.06</b>	
149989	VILLASENOR, IGNACIO	197.00	PW - EDUCATION REIMBURSEMENT
	Vendor Tota	<b>197.00</b>	
150092	VISION SERVICE PLAN	1,922.80	VISION INSURANCE (3/16)
	Vendor Tota	<b>1,922.80</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
February 29, 2016  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
150048	WALMART COMMUNITY	38.76	CSR - FACILITY SUPPLIES
		306.75	CSR - PEP SUPPLIES
		47.68	CP - GROUND BREAKING CEREMONY
		196.43	CSR - PRESCHOOL SUPPLIES
		72.64	CSR - EQUIPMENT MNTC SVCS
		65.24	CSR - OFFICE SUPPLIES
		40.33	CSR - ENP SUPPLIES
		20.30	CSR - ENP EVENT SUPPLIES
		24.70	CSR - STAR SUPPLIES
		35.56	CSR - STAR SUPPLIES
	Vendor Tota	<b>848.39</b>	
149966	WATER REPLENISHMENT DISTRICT	139,301.09	PW - GROUNDWATER PRODUCTION (11/15)
	Vendor Tota	<b>139,301.09</b>	
150005	WELLS FARGO FINANCIAL LEASING	213.64	FIN - COPIER (3/16)
	Vendor Tota	<b>213.64</b>	
<b>A total of 180 checks were issued for</b>		<b>\$1,430,156.29</b>	

MARCH 1, 2016

ORDINANCE NO. 1062

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT AMENDING SECTIONS 29-1 AND 29-1.1 OF THE  
PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF  
THE COUNTY TRAFFIC CODE”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT  
ORDINANCE NO. 1062.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Lana Chikami

**Date:** March 1, 2016

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**Subject:** ORDINANCE NO. 1062

The City Council, at its regularly scheduled meeting on February 16, 2016, introduced Ordinance No. 1062 and placed it on the next regular agenda for adoption.

ORDINANCE NO. 1062

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTIONS 29-1 AND 29-1.1 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY TRAFFIC CODE”

Attached is the agenda report from the February 16, 2016 meeting.

Recommended Action

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1062.



**To:** Honorable City Council

**From:** John Moreno

**By:** Maria Meraz

**Date:** February 16, 2016

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**Subject:** ORDINANCE NO. 1062 - READOPTING THE LOS ANGELES COUNTY TRAFFIC CODE

The City of Paramount Municipal Code has always adopted and incorporated by reference the Los Angeles County Traffic Code. To ensure that our code is up-to-date, we annually reincorporate the latest version of the County code into our municipal code.

State law requires that a certain procedure be followed for adopting the County codes by reference. The City Council must have a first reading of the ordinance, and set a date for a public hearing on the ordinance. The first reading was conducted at the January Council meeting, and the public hearing is set for this evening.

#### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading and introduce Ordinance No. 1062, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1062**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT AMENDING SECTIONS 29-1 AND 29-1.1 OF THE  
PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION  
OF THE COUNTY TRAFFIC CODE

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES ORDAIN AS FOLLOWS:

Section 1. Sections 29-1 and 29-1.1 of the Paramount Municipal Code is hereby amended in its entirety as follows:

"Section 29-1. County Traffic Code Adopted.

Title 15 of the Los Angeles County Code, entitled "Vehicles and Traffic," being a code regulating traffic upon public highways, is hereby adopted by reference as the Traffic Code of the City."

"Section 29-1.1. Penalties; continuing violations.

The first and second violation of any provision of this Chapter may be cited as an infraction or punished as a misdemeanor. The third such violation shall be punished as a misdemeanor by a fine not exceeding \$500 or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment. Such violations may also be redressed by civil action."

Each day that any violation of the Chapter continues shall constitute a separate offense.

Section 2. Severability. If any section, subsection, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, subdivision, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses or phrases be declared unconstitutional.

Section 3. Effective Date. This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup> day of March 2016.

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Tom Hansen, Mayor

Attest:

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Lana Chikami, City Clerk

CITY OF PARAMOUNT  
16400 COLORADO AVENUE  
PARAMOUNT, CALIFORNIA

PUBLIC HEARING

**NOTICE OF PROPOSED ORDINANCE NO. 1062**

Notice is hereby given that the City of Paramount will conduct a hearing to consider adopting by reference the Los Angeles County Traffic Code.

The public hearing will be held at the regular meeting of the City Council to be held at 5:00 p.m. on February 16, 2016, in the Council Chambers, City Hall, 16400 Colorado Avenue, Paramount, California.

If you challenge the Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Paramount at, or prior to, the public hearing.

Any correspondence regarding this matter should be sent to the City Clerk, City Hall, 16400 Colorado Avenue, Paramount California. For information please contact the Director of Public Safety, Maria Meraz, at (562) 220-2002.

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Lana Chikami, City Clerk

PARAMOUNT JOURNAL  
DATE OF PUBLICATION: February 4, 2016  
3 affidavits please

MARCH 1, 2016

ORDINANCE NO. 1063

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTIONS 24-1 AND 24-6 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY HEALTH AND SAFETY CODE”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1063.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Lana Chikami

**Date:** March 1, 2016

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**Subject:** ORDINANCE NO. 1063

The City Council, at its regularly scheduled meeting on February 16, 2016, introduced Ordinance No. 1063 and placed it on the next regular agenda for adoption.

ORDINANCE NO. 1063

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTIONS 24-1 AND 24-6 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY HEALTH AND SAFETY CODE”

Attached is the agenda report from the February 16, 2016 meeting.

Recommended Action

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1063.



**To:** Honorable City Council

**From:** John Moreno

**By:** Maria Meraz

**Date:** February 16, 2016

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**Subject:** ORDINANCE NO. 1063 - READOPTING THE LOS ANGELES COUNTY HEALTH AND SAFETY CODE

The City of Paramount Municipal Code has always adopted and incorporated by reference the Los Angeles County Health and Safety Code. To ensure that our code is up-to-date, we annually reincorporate the latest version of the County code into our municipal code.

State law requires that a certain procedure be followed for adopting the County codes by reference. The City Council must have a first reading of the ordinance, and set a date for a public hearing on the ordinance. The first reading was conducted at the January Council meeting, and the public hearing is set for this evening.

#### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading and introduce Ordinance No. 1063, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1063**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT AMENDING SECTIONS 24-1 AND 24-6 OF  
THE PARAMOUNT MUNICIPAL CODE REGARDING  
INCORPORATION OF THE COUNTY HEALTH AND  
SAFETY CODE

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES ORDAIN AS FOLLOWS:

Section 1. Sections 24-1 and 24-6 of the Paramount Municipal Code is hereby amended in its entirety as follows:

"Section 24-1. County Health Code Adopted.

Title 11 of the Los Angeles County Code, entitled "Health and Safety Code," being a code regulating public health and sanitation, is hereby adopted by reference as the Health Code of the City."

"Section 24-6. Penalty.

Notwithstanding any other provision of this chapter, violation of any of the provisions of this chapter incorporating the County Health Code and portions of the County Consumer Protection Code is punishable as misdemeanor by a fine of not more than \$500.00 or by imprisonment in the County jail for not more than six (6) months, or both. Each day during any portion of which any violation herein is committed, or continued to be permitted makes such violation a separate chargeable offense."

Section 2. Severability. If any section, subsection, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, subdivision, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses or phrases be declared unconstitutional.

Section 3. Effective Date. This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup> day of March 2016.

\_\_\_\_\_  
Tom Hansen, Mayor

Attest:

\_\_\_\_\_  
Lana Chikami, City Clerk

CITY OF PARAMOUNT  
16400 COLORADO AVENUE  
PARAMOUNT, CALIFORNIA

PUBLIC HEARING

**NOTICE OF PROPOSED ORDINANCE NO. 1063**

Notice is hereby given that the City of Paramount will conduct a hearing to consider adopting by reference the Los Angeles County Health and Safety Code.

The public hearing will be held at the regular meeting of the City Council to be held at 5:00 p.m. on February 16, 2016, in the Council Chambers, City Hall, 16400 Colorado Avenue, Paramount, California.

If you challenge the Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Paramount at, or prior to, the public hearing.

Any correspondence regarding this matter should be sent to the City Clerk, City Hall, 16400 Colorado Avenue, Paramount California. For information please contact the Director of Public Safety, Maria Meraz, at (562) 220-2002.

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Lana Chikami, City Clerk

PARAMOUNT JOURNAL  
DATE OF PUBLICATION: February 4, 2016  
3 affidavits please

MARCH 1, 2016

ORDINANCE NO. 1065

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING IN FULL CHAPTER 11G OF THE PARAMOUNT MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, INCLUDING MOBILE DISPENSARIES, AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER, AND AMENDING CHAPTER 44, ARTICLE I ESTABLISHING UNLAWFUL USES”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1065.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Lana Chikami

**Date:** March 1, 2016

---

**Subject:** ORDINANCE NO. 1065

The City Council, at its regularly scheduled meeting on February 16, 2016, introduced Ordinance No. 1065 and placed it on the next regular agenda for adoption.

ORDINANCE NO. 1065

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA AMENDING IN FULL CHAPTER 11G OF THE PARAMOUNT MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, INCLUDING MOBILE DISPENSARIES, AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER, AND AMENDING CHAPTER 44, ARTICLE I ESTABLISHING UNLAWFUL USES”

Attached is the agenda report from the February 16, 2016 meeting.

Recommended Action

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1065.



**To:** Honorable City Council  
**From:** John E. Cavanaugh, City Attorney  
**By:**  
**Date:** February 16, 2016

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**Subject:** ORDINANCE NO. 1065 - AMENDING IN FULL CHAPTER 11G OF THE PARAMOUNT MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, INCLUDING MOBILE DISPENSARIES, AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER, AND AMENDING CHAPTER 44, ARTICLE I ESTABLISHING UNLAWFUL USES

## Background

In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5 and entitled "The Compassionate Use Act of 1996" or "CUA").

The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."

In 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code § 11362.7 et seq. and referred to as the "Medical Marijuana Program" or "MMP") to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

In addition, the Compassionate Care Act and the MMP lead to a large amount of litigation regarding local agencies' ability to prohibit or regulate dispensaries, cultivation and related uses. In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that "[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . . "Additionally, in *Maral v. City of Live Oak* (2013) 221

Cal.App.4th 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . .” The Court in Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

The current ordinance, Urgency Ordinance No. 1037, does not explicitly ban the cultivation of marijuana, although it does so by implication. Also, the City’s Zoning Ordinance does not have a specific prohibition on marijuana dispensaries or cultivation. This Ordinance amendment will create such prohibition.

On October 9, 2015 Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) that collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter “MMRSA”). The bills become effective January 1, 2016. The MMRSA set up a State-licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities, including dispensaries, mobile dispensaries and cultivation. Alternatively, a City may choose to regulate medical marijuana uses along with the State (although the City ordinances must be as strict) or to leave regulation to the State. A medical marijuana use must have a local permit before applying for a state permit so a local ban effectively means no state permit may be obtained.

## **Discussion**

The new legislation takes a different approach than the City’s current Ordinance, which was based on case law that had developed, and specifically the Inland Empire Patients’ case. The legislation provides definitions and sets out an overall system covering “commercial cannabis activity” with a broad definition of medical analysis. “Commercial cannabis activity” includes medical marijuana cultivation and sale from a mobile dispensary.

Second, under AB 243, a cultivation ban may be total or may exclude medical marijuana grown by a patient or caregiver for the patient’s use. If such a ban on cultivation is adopted, it must be done as a land use ban either directly or impliedly (i.e. because it’s not set out as an allowed use, it is banned). *This is an explicit ban on cultivation not contained in the current Ordinance.*

The adoption of the Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

As stated above, The MMRSA allows the City to completely prohibit commercial medical marijuana activities, including dispensaries, mobile dispensaries and cultivation. Alternatively, a City may choose to regulate medical marijuana uses along with the State (although the City ordinances must be as strict) or to leave regulation to the State. A City Ordinance must be in effect by March 1, 2016 or the state regulations will control. There is currently state legislation, *AB 21 (Bonta)--Medical Marijuana Cultivation*, in which the March 1<sup>st</sup> deadline would be removed. AB 21 was presented to the Governor who did sign the bill this month; consequently, the March 1, 2016 deadline has been removed.

The Planning Commission held a duly noticed public hearing on February 9, 2016 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt a resolution recommending that the City Council adopt this Ordinance.

### **Recommended Action**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1065, and place it on the next regular agenda for adoption.

Attachment  
Ordinance No. 1065

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1065**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA AMENDING IN FULL CHAPTER 11G OF THE PARAMOUNT MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, INCLUDING MOBILE DISPENSARIES, AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER, AND AMENDING CHAPTER 44, ARTICLE I ESTABLISHING UNLAWFUL USES

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings and Purpose. The City Council finds and declares as follows:

- A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5 and entitled “The Compassionate Use Act of 1996” or “CUA”).
- B. The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that “nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.” The ballot arguments supporting Proposition 215 expressly acknowledged that “Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere.”
- C. In 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code § 11362.7 et seq. and referred to as the “Medical Marijuana Program” or “MMP”) to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.
- D. In City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4<sup>th</sup> 729, the California Supreme Court held that “[n]othing in the

CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . . Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4<sup>th</sup> 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . .” The Court in Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

- E. The Federal Controlled Substances Act, 21 U.S.C. § 801 et seq., classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for medical purposes, although there is recent case law that raises a question as to whether the Federal Government may enforce the Act where medical marijuana is allowed.
- F. Successful enforcement actions involving storefront dispensaries have coincided with an increase in mobile marijuana dispensaries. In parts of the state, shuttered marijuana dispensaries have converted their operations to mobile delivery services. An attorney in the region is also advising his marijuana dispensary clients to change their business model to distribution from a mobile source to avoid bans on storefront enterprises.
- G. Mobile medical marijuana dispensaries have been associated with criminal activity. Delivery drivers, for example, have been targets of armed robbers who seek cash and drugs. As a result, many of the drivers for medical marijuana dispensaries reportedly carry weapons or have armed guards as protection. Examples of such criminal activity reported in the media include the following, each of which the City Council finds contain persuasive, documented evidence that mobile medical marijuana dispensaries and deliveries pose a threat to public health, safety and welfare.
  - 1. A West Covina delivery man was reportedly robbed after making a delivery. The delivery man told police that he was approached by two subjects in ninja costumes who chased him with batons and took the marijuana and money he was carrying.
  - 2. A Temecula deliveryman was reportedly robbed of cash outside of a restaurant, which led to a vehicular chase that continued until the robbers' vehicle eventually crashed on a freeway on-ramp.

3. Marijuana deliverymen in Imperial Beach were reportedly robbed after being stopped by assailants (one with a semiautomatic handgun) after making a stop.
  4. A deliveryman was reportedly robbed of three ounces of marijuana while making a delivery outside a restaurant in Riverside, and he told police that the suspect may have had a gun.
  5. A deliverywoman in La Mesa was reportedly shot in the face with a pellet gun by assailants who subsequently carjacked her vehicle.
  6. A marijuana delivery from a Los Angeles mobile marijuana dispensary turned deadly in Orange County when four individuals reportedly ambushed the dispensary driver and his armed security guard and tried to rob them. One of the suspects approached the delivery vehicle and confronted the driver and a struggle ensued. A second suspect armed with a handgun approached the security guard, who fired at the suspect, hitting him multiple times.
  7. A deliveryman was reportedly robbed of \$20,000 worth of marijuana (approximately 9 pounds) and a cellular phone in Fullerton, and he suffered a head injury during the crime.
- H. On October 9, 2015 Governor Brown signed three bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter "MMRSA"). The MMRSA set up a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities.
- I. The City Council finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

- J. The limited immunity from specified State marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer a land use right or the right to create or maintain a public nuisance.
- K. The MMRSA contains language that requires the City to prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority. The MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. The MMRSA is silent as to how the City must prohibit other type of commercial medical marijuana activities.
- L. While the City Council believes that cultivation and all commercial medical marijuana uses are prohibited under the City's permissive zoning regulations, it desires to enact this ordinance to expressly make clear that all such uses are prohibited in all zones throughout the City.
- M. The Planning Commission held a duly noticed public hearing on February 9, 2016 at which time it considered all evidence presented, both written and oral and at the end of the hearing voted to adopt Resolution No. PC 16:007, recommending that the City Council adopt this Ordinance.
- N. The City Council held a duly noticed public hearing on this Ordinance on February 16, 2016, at which time it considered all evidence presented, both written and oral.

SECTION 2. Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

SECTION 3. Chapter 11G of the Paramount Municipal Code is hereby amended in full to read as follows:

"Chapter 11G

MEDICAL MARIJUANA AND CULTIVATION

Sec. 11G-1. Definitions.

"Cannabis" shall have the same meaning as set forth in Business & Professions Code § 19300.5(f) as the same may be amended from time to time.

"Caregiver" or "primary caregiver" shall have the same meaning as set forth in Health & Safety Code § 11362.7 as the same may be amended from time to time.

“City” shall mean the City of Paramount.

“Commercial cannabis activity” shall have the same meaning as that set forth in Business & Professions Code § 19300.5(k) as the same may be amended from time to time.

“Cooperative” shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering or making available medical marijuana, with or without compensation.

“Cultivation” shall have the same meaning as set forth in Business & Professions Code § 19300.5(l) as the same may be amended from time to time.

“Cultivation site” shall have the same meaning as set forth in Business & Professions Code § 19300.5(x) as the same may be amended from time to time.

“Delivery” shall have the same meaning as set forth in Business & Professions Code § 19300.5(m) as the same may be amended from time to time.

“Dispensary” shall have the same meaning as set forth in Business & Professions Code § 19300.5(n) as the same may be amended from time to time. For purposes of this Chapter, “Dispensary” shall also include a cooperative.

“Dispensary” shall not include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code, (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code, (3) a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code, (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code, (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code. For purposes of this definition a Dispensary is a facility or location, whether fixed or mobile.

“Dispensing” shall have the same meaning as set forth in Business & Professions Code § 19300.5(o) as the same may be amended from time to time.

“Distribution” shall have the same meaning as set forth in Business & Professions Code § 19300.5(p) as the same may be amended from time to time.

“Distributor” shall have the same meaning as set forth in Business & Professions Code § 19300.5(q) as the same may be amended from time to time.

“Manufacturer” shall have the same meaning as set forth in Business & Professions Code § 19300.5(y) as the same may be amended from time to time.

“Manufacturing site” shall have the same meaning as set forth in Business & Professions Code § 19300.5(af) as the same may be amended from time to time.

“Medical cannabis,” “medical cannabis product,” or “cannabis product” shall have the same meanings as set forth in Business & Professions Code § 19300.5(ag) as the same may be amended from time to time.

“Medical Marijuana Regulation and Safety Act” or “MMRSA” shall mean the following bills signed into law on October 9, 2015 as the same may be amended from time to time: AB 243, AB 246, and SB 643.

“Nursery” shall have the same meaning as set forth in Business & Professions Code § 19300.5(ah) as the same may be amended from time to time.

“Qualifying patient” or “Qualified patient” shall have the same meaning as set forth in Health & Safety Code § 11362.7 as the same may be amended from time to time.

“Testing laboratory” shall have the same meaning as set forth in Business & Professions Code § 19300.5(z) as the same may be amended from time to time.

“Transport” shall have the same meaning as set forth in Business & Professions Code § 19300.5(am) as the same may be amended from time to time.

“Transporter” shall have the same meaning as set forth in Business & Professions Code § 19300.5(aa) as the same may be amended from time to time.

Sec. 11G-2. Prohibition.

- (a) Commercial cannabis activities of all types are expressly prohibited in all zones and all specific plan areas in the City of Paramount. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City. It is the intent of this prohibition to include the commercial delivery of cannabis within the City from a fixed location, from a Mobile Dispensary, the prohibition on cultivation, and any effort to locate, operate, own, lease, supply, allow to be operated, or aid, abet, or assist in the operation of a commercial cannabis activity.
- (b) To the extent not already covered by subsection A above, all deliveries of medical cannabis are expressly prohibited within the City of Paramount. No person shall conduct any deliveries that either originate or terminate within the City.

- (c) This section is meant to prohibit all activities for which a State license is required. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a State license is required under the MMRSA.
- (d) Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and all specific plan areas in the City of Paramount. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

Sec. 11G-3. Public nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter 11-G shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or any other remedy available to the City, whether in law or in equity, including but not limited to administrative citations.

Sec. 11G-4. Civil penalties.

In addition to any other enforcement permitted by this Chapter 11-G, the City Attorney may bring a civil action for injunctive relief and civil penalties pursuant to this code against any person or entity that violates this Chapter. In any civil action brought pursuant to this Chapter, a court of competent jurisdiction may award reasonable attorneys fees and costs to the prevailing party.”

SECTION 4. Section 44-2, Article 1, Chapter 44 of the Paramount Municipal Code is hereby amended to read as follows:

“Sec. 44-2. Purposes of chapter.

The purpose of this chapter is to classify uses and to regulate the location of such uses in such a manner as to group, as nearly as possible, those which are mutually compatible and to protect each such group of uses from the intrusion of incompatible uses which would destroy the security and stability of land and improvements and which would also prevent maximum convenience and service to the citizens of the city; to make it possible for the city to strategically locate public buildings; to make it possible for the city to efficiently and economically design, install and operate, in terms of location, size and capacity, public service facilities such as streets, drains and sewers, in order to adequately and permanently meet the ultimate requirements as determined by a defined intensity and type of land use; to require an orderly arrangement of essential related

facilities with particular reference to the traffic pattern and well-located and well-designed off-street parking areas and, through the medium of the Zoning Map which is a part of this chapter, to establish the geographical location and boundaries of the areas or zones to which the different classifications will apply.

A further purpose of this chapter is to establish required minimum lot areas, yards and open spaces as a means of providing a suitable environment for living, business and industry, and for the purpose of maintaining reasonable population densities and reasonable intensities of land use, all for the general purpose of conserving public health, safety, morals, convenience and general welfare.

Unlawful uses. Uses that are unlawful under federal or state law, or under the Paramount Municipal Code shall not be treated as permitted or conditionally permitted uses, and shall not be determined to be similar uses pursuant to this Code.”

SECTION 5. California Environmental Quality Act (CEQA). This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. To the extent the provisions of the Paramount Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

APPROVED AND ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup>  
day of March 2016.

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Tom Hansen, Mayor

Attest:

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Lana Chikami, City Clerk

MARCH 1, 2016

DECLARATION OF SURPLUS PROPERTY

MOTION IN ORDER:

DECLARE THE ATTACHED EQUIPMENT AS SURPLUS PROPERTY AND  
AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO DISPOSE OF  
THE PROPERTY BY APPROPRIATE MEANS.

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno  
**By:** Christopher S. Cash/Sarah Ho  
**Date:** March 1, 2016

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**Subject:** DECLARATION OF SURPLUS PROPERTY

The California Government Code authorizes the City to periodically dispose of surplus property when it benefits the City. The attached list of items is recommended to be declared surplus property.

Following the City Council's declaration that the listed items are surplus property, staff will dispose of the property through the use of an outside public auction firm. As is our normal practice, we will notify Paramount residents through local media of the date and time that the auction will occur.

Recommended Action

It is recommended that the City Council declare the attached equipment as surplus property and authorize the City Manager or his designee to dispose of the property by appropriate means.

H:\Public Works\Sarah\Reports\Surplus Property 3-16.doc

## **2016 Surplus List**

Unit #291 – Saturn Stationwagon  
Unit #159 – Ford F-250 Truck  
Unit #290 – Saturn Stationwagon  
Unit #325 – Ford E-350 Van (CNG)  
Unit #305 – Ford Crown Victoria (CNG)  
Unit #213 – Dosko Stump Grinder  
Unit #T-118 – Stihl Chainsaw  
Unit #T-134 – Stihl Chainsaw  
Unit #T-41 – Stihl Blower

Three (3) Pianos  
Two (2) Safes  
Miscellaneous Office Furniture  
Miscellaneous Electronic Equipment  
Filing Cabinets

MARCH 1, 2016

ORAL REPORT

PARAMOUNT URBAN RENOVATION - WAYFINDING SIGNS

MARCH 1, 2016

AGREEMENT WITH SO CAL FARMERS' MARKETS

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED AGREEMENT WITH SO CAL FARMERS' MARKETS FOR A WEEKLY FARMERS MARKET AT PROGRESS PARK AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** David Johnson

**Date:** March 1, 2016

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**Subject:** Farmers Market Agreement with So Cal Farmers' Markets

As the City Council is well aware, our first attempt at a weekly farmers market last summer was less than successful. The former farmers market was located at the Bianchi Theatres parking lot and operated on Saturdays from 8 a.m. to 1 p.m. Although it was initially successful, it quickly began struggling to attract and retain customers due to a lack of vendors. The farmers market agency that was operating the market, City Farm, had difficulty retaining vendors because of low customer participation. This issue was compounded by the market's day of operation, Saturday, which offers multiple opportunities for vendors to participate in other and more established farmers markets.

Since the closure of the farmers market in August, we were in contact with other agencies that operate farmers markets. We were particularly interested in an operator that had experience with communities that have similar demographics to Paramount. We made contact with an offshoot of the Harbor Area Farmers Markets, the agency that successfully operates 6 local markets in the Southland. We invited them to visit our city to determine if they could make a farmers market work in Paramount. So Cal Farmers' Markets is led by a former manager of the Harbor Area Farmers Markets sites as well as a current employee of Harbor Area Farmers Markets. So Cal Farmers' Markets came into existence because of the demand for new farmers market sites and because of the limited number of markets Harbor Area Farmers Markets was willing to operate. The So Cal Farmers' Markets team has experience with farmers markets in cities similar to Paramount, such as South Gate and Huntington Park.

After reviewing sites within Paramount, So Cal Farmers' Markets chose Progress Park as the best local site for the new market in town. The site offers visibility from a major boulevard, accessibility to surrounding neighborhoods, parking, bus access, and on-site park amenities. They also felt that the market would have success and a chance to grow if it operated on Fridays from 9:30 a.m. to 1:30 p.m. The agreement provides So Cal Farmers' Markets access to Progress Park on Fridays from 7:30 a.m. to 3:30 p.m. to provide 2 hours before and after the event for setup and cleanup. This is the day they felt would attract the greatest level of vendor participation.

In terms of any impact on facility use at Progress Park, Friday is the least booked day at both Progress Plaza West and Progress Plaza East. Progress Plaza East did not have any scheduled Friday uses before 3 p.m. last calendar year. Progress Plaza West did have 13 scheduled Friday uses that occurred last calendar year. Seven of the events would not have been impacted by the proposed farmers market since they occurred after 3 p.m. when the proposed farmers market would have already concluded. The remaining 6 Friday uses scheduled for Progress Plaza West occurred during the timeframe of the proposed farmers market. Four of these events would not have been impacted by the proposed farmers market

because of the small nature of the uses. Thus, based on facility use for the last calendar year, only 2 events would have been impacted by the proposed farmers market event. However, the proposed agreement provides that the farmers market may be cancelled or relocated in the event of a conflict with a scheduled use of the buildings.

The proposed opening day of the new market at Progress Park is Friday, March 25, 2016. So Cal Farmers' Markets will be responsible for all County health permits, liability insurance, vendor acquisition and retention, and pre-event setup and post-event cleanup. The City will assist the weekly farmers market with event and directional signage as well as barricading to ensure the site is available for their early morning setup.

**Recommended Action**

It is recommended that the City Council approve or modify the proposed agreement with So Cal Farmers' Market for a weekly farmers market at Progress Park and authorize the Mayor to execute the agreement.

# **AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

**THIS AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF PARAMOUNT, hereinafter referred to as "City" and So Cal Farmers' Markets, hereinafter referred to as "Market Provider."

## **WITNESSETH:**

**WHEREAS**, Market Provider has the management, experience, expertise, and other assets necessary to assist the City in providing a weekly Farmers Market; and

**WHEREAS**, City has a need for a Farmers Market;

**NOW THEREFORE**, in consideration of the foregoing recitals and covenants set forth herein, the parties hereto do agree as follows:

## **1. SERVICES**

1.1 **Purpose**: Market Provider agrees to provide a weekly Farmers Market program upon the terms, conditions and location(s) hereinafter set forth.

1.2 **Scope of Work**: Market Provider will provide the services to be rendered and the location(s) identified as set forth in Exhibit A (Scope of Work), attached hereto and wholly incorporated by reference.

## **2. TERMS AND TERMINATION**

2.1 **Contract Term**: This Agreement shall commence as of the 25<sup>th</sup> day of March, 2016, and shall continue for a period of 1 year or until such time that either party gives written notice of termination in accordance with those provisions set forth in Section 2.2. This Agreement may be extended by written agreement of both parties for additional 1 year

## **AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

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operating periods following the conclusion and review of each preceding annual operating period.

### **2.2 Termination:**

(a) During the term of this Agreement, either the City or the Market Provider may terminate this Agreement without cause upon not less than sixty (60) days written notice to the other.

(b) Should this Agreement extend beyond the original 1 year operating period as set forth in Section 2.1, either party may terminate the Agreement without cause upon thirty (30) days prior written notice to the other.

## **3. NO PAYMENT OR SUBSIDY BY CITY**

3.1 It is understood and acknowledged by both parties herein that Market Provider will be compensated through the fees paid by individual farmers that agree and participate in the weekly Farmers Market; consequently, it is further understood and acknowledged by both parties that City will at no time be required to subsidize or provide any payment or financial assistance to the Market Provider for operation of the Farmers Market.

## **4. ADMINISTRATION**

4.1 **Communications:** All notices hereunder and communications with respect to this Agreement shall be effective two (2) business days following the mailing thereof by U.S. Postal Service registered or certified mail, return receipt requested, and postage prepaid to the persons named below; or upon actual receipt if personally delivered or transmitted by facsimile (and a duplicate copy of any faxed notice shall also be mailed to such parties). In

## **AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

all cases, notices shall be sent to the following addresses or such other addresses as a party shall specify by like notice:

If to Market Provider: Julie Schwarz  
So Cal Farmers' Markets  
3731 E. Anaheim St.  
Long Beach, CA 90804

If to City: Director of Community Services and Recreation  
Community Services and Recreation Department  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723  
Fax Number: 562-630-2713

4.2 **Force Majeure**: Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster, acts of the government, riots, strikes, war or civil disorder.

4.3 **Succession**: This Agreement shall be binding on the heirs, executors, administrators, and assigns of the parties hereto.

### **5. GENERAL TERMS AND CONDITIONS**

5.1 **Nondiscrimination**:

(a) Market Provider shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in employment because of age, race, religion, color, sex, physical or mental disability, marital status or national origin. Market Provider shall take affirmative actions to insure that applicants are

## **AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, physical or mental disability, marital status or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) Market Provider shall comply with the requirements of the Americans with Disabilities Act requirements, and shall provide accessibility and accommodation for persons with any type of disability. .

(c) Market Provider shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted.

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

5.3 **Modification**: The covenants and conditions contained in this Agreement fully express all understandings of the parties concerning all matters covered and shall constitute

## **AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

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the total Agreement. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the parties.

5.4 **Headings**: The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon construction or interpretation of any part of this Agreement.

5.5 **Attorney's Fees**: If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding to enforce this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. A party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgement.

5.6 **Hold Harmless**: Market Provider agrees to defend, hold harmless and indemnify City, its officers, agents, and employees, for liability arising out of the activities of the Market Provider, its independent farmers, its associates, and its employees from and against all claims, actions or causes of action of every name, kind and description which may be asserted, prosecuted or established against them arising out of or in any manner connected with the conduct of aforesaid services of Market Provider under this Agreement, except as arises from the negligence of the City.

## **AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

5.7 **Insurance**: The Market Provider shall procure and maintain in full force and effect during the term of this Agreement a general liability policy of \$1,000,000 single limit per occurrence and \$1,000,000 aggregate property damage per occurrence. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed to do business in California and shall name **by endorsement** CITY, its elected officials, officers, employees, agents and representatives, as an additional insured. All policies shall contain language to the effect that: (1) the insurer waives the right of subrogation against CITY and CITY'S elected officials, officers, employees, agents, and representatives; (2) insurance shall be primary noncontributing and any other insurance carried by the CITY shall be excess over such insurance, and (3) policies shall provide that it shall not be cancelled or materially changed except after thirty (30) days notice by the insurer to CITY by certified mail. Market Provider shall provide proof of such insurance to the City prior to the commencement of any services under this Agreement.

5.8 **Independent Contractor**: The Market Provider shall perform the work as provided herein as an independent contractor and shall not be considered an employee of the City or under City supervision or control. This Agreement is by and between the Market Provider and City, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or associate, between the City and the Market Provider.

5.9 **Assignment**: Market Provider shall not assign or otherwise transfer this Agreement or any interest therein, or monies payable hereunder without the prior written consent of City.

**AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

CITY OF PARAMOUNT

MARKET PROVIDER

\_\_\_\_\_

\_\_\_\_\_

Mayor

Julie Schwarz, So Cal Farmers' Market

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **AGREEMENT FOR FARMERS MARKET SERVICES IN THE CITY OF PARAMOUNT**

## **EXHIBIT A - SCOPE OF WORK**

So Cal Farmers' Market will provide the following services to the City of Paramount:

1. Provide a weekly Farmers Market event at Progress Park, 15500 Downey Ave., Paramount, CA each Friday from 7:30 a.m. to 3:30 p.m.
2. The Farmers Market shall operate within the confines of the west parking lot and the adjacent park space at Progress Park and shall not operate before 7:30 a.m. or after 3:30 p.m.
3. The north parking lot at Progress Park will be available for participants of the weekly Farmers Market but shall not be used by vendors associated with So Cal Farmers' Market.
4. So Cal Farmers' Market shall be responsible for all collection and removal of trash generated by the weekly Farmers Market event.
5. So Cal Farmers' Market shall be responsible for ensuring that all vendors and participants conform to and obey all park rules, applicable City Ordinances, and all other rules and regulations of Federal, State, and Local government authorities during the operation of the weekly Farmers Market. If issues arise that are of concern to the City and after consultation with the City, So Cal Farmers' Market may be required by the City to provide parking attendants/security at the So Cal Farmers' Market's expense. Any parking attendants required by the City and provided by So Cal Farmers' Market will provide traffic control within the parking lot of Progress Park as necessary to control adequate ingress and egress and traffic flow within the parking lot.
6. So Cal Farmers' Market shall apply for all applicable County of Los Angeles permits as they relate to the operation of a Farmers Market in the City of Paramount and provide copies of said permits to the City.
7. So Cal Farmers' Market shall pay for any and all damages considered outside reasonable wear and tear that occur as a direct result of the weekly Farmers Market. Costs for such damages will be determined by the City and will include all labor and material to repair said damage.
8. In the event of a scheduled function at Progress Park Plaza that is in conflict with the Farmers Market, So Cal Farmers' Market agrees that the Farmers Market may be cancelled or moved to an agreed upon temporary location.
9. The City shall be responsible for barricading the Farmers Market area of operation and ensuring full access to So Cal Farmers' Market on the day of the weekly Farmers Market.

MARCH 1, 2016

MILITARY BANNER RECOGNITION PROGRAM

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED MILITARY BANNER RECOGNITION PROGRAM.

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** David Johnson

**Date:** March 1, 2016

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**Subject:** Military Banner Recognition Program

Many local cities have instituted programs that recognize the military service of their residents through banners that are attached to light poles along a city boulevard. We are proposing to join these cities with our own program to recognize Paramount residents and their military service.

**Eligibility**

In order to qualify as an honoree in the City of Paramount's Military Banner Recognition Program, the honoree must be a current member of the U.S. Armed Forces (Army, Navy, Marines, Air Force, Coast Guard, Reserve, and National Guard). The honoree must be a resident of Paramount or have resided in Paramount prior to enrollment in the military service and have an immediate family member that is a Paramount resident.

**Location**

We are proposing to locate the military banners along Paramount Blvd. from Somerset Blvd. to Rosecrans Ave. The banners would be side-mounted to the light poles on both sides of the street, with two banners per pole. There are currently 40 light poles along this segment of Paramount Blvd. that would be available for the military recognition banners. We would also propose to designate this section of Paramount Blvd. with signage that identifies it as the "Boulevard of Heroes."

**Application Process & Costs**

During a designated application period, residents may request and complete a City of Paramount Military Banner Recognition Program application. Residents will be required to provide proof of Paramount residency and a copy of the service member's military identification card. City staff will verify the information in the application and, at the end of the designated application period, send the information out for banner production. Once installed, the banners will be displayed on the boulevard for an entire year. Each subsequent year, new and current honorees must submit an application during a new application period for display of the service member's name and branch in a new display period. Current honorees will be contacted and reminded of the new application period.

If a service member retires while their banner is currently on the boulevard, we would propose that the service member be invited to a City Council meeting to have their retired banner presented to them.

Unlike many of the other cities that provide this program, we are not proposing that residents pay an application fee. Each banner will cost approximately \$200. Both sides of the banner would include a patriotic design with the honoree's name and branch of service. Since we

## Military Recognition Banner Program

Page 2

have 40 light poles on this section of Paramount Blvd. and with each light pole capable of hanging 2 banners, we would be able to provide a maximum of 80 opportunities for recognizing resident service members. We are anticipating no more than 40 applications the first year we offer this program. The estimated cost to produce 40 banners at \$200 each is a total of \$8,000. We are proposing to pay for the cost of this program through the existing Paramount Blvd. Renovation Project. The Paramount Blvd. Renovation Project contains a street banner component to which we could add the military recognition banners.

If the City Council approves this program, we anticipate marketing this program for an initial application period of April – May, 2016. This will allow us to produce the banners and have them installed in June. We will propose a modest budget each fiscal year to accommodate new banner applications as part of this annual program.

### **Recommended Action**

It is recommended that the City Council approve or modify the proposed Military Banner Recognition Program.

MARCH 1, 2016

PUBLIC HEARING

ORDINANCE NO. 1066

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29, ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE LIMITING OR STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES”

1. HEAR STAFF REPORT
2. OPEN THE PUBLIC HEARING
3. HEAR TESTIMONY IN THE FOLLOWING ORDER:
  - (1) THOSE IN FAVOR
  - (2) THOSE OPPOSED

4. MOTION TO CLOSE THE PUBLIC HEARING

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

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

5. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1066, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno  
**By:** Maria Meraz/Adriana Lopez  
**Date:** March 1, 2016

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**Subject: ORDINANCE NO. 1066 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29, ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE LIMITING OR STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES**

### **BACKGROUND**

The residential neighborhood between Castana Avenue and Passage Avenue between Neardale Street and Contreras Street consists of 113 single-family homes, three apartment complexes on Rosecrans Avenue and the Cinderella Manufactured Home Community, which consists of 79 manufactured homes. Please see attached map.

In April 1994, in response to a request from residents in the neighborhood, the Paramount City Council adopted Ordinance No. 840, which required that all vehicles parked in the neighborhood display a proper resident parking permit, or otherwise the vehicle could be issued a parking citation. This parking restriction was implemented for two reasons. First, residents from the apartments located on Rosecrans Avenue continually parked their vehicles in the neighborhood and the residents living in the single-family homes had limited street parking. Additionally, students from Paramount High School and the Paramount Adult School (at the time, located at Wirtz School) also parked in the neighborhood during school hours making street parking even more limited.

Shortly after adopting Ordinance No. 840 and with the relocation of the Adult School in 1997 to its current location on Paramount Boulevard, students largely stopped parking in this residential tract. Parking on the north side of Neardale Street remained without restriction after adoption of Ordinance No. 840 and this has been beneficial to the residents of the apartment complexes on Rosecrans Avenue.

Currently, residents who live in the single-family homes can obtain a parking permit for each vehicle registered to their home address, three visitor permits and also one-day permits for special events. Residents of the Cinderella Manufactured Home Community and the large apartment complexes on Rosecrans Avenue are not eligible to receive parking permits and, therefore, they cannot park their vehicles on the restricted streets at any time.

### **RECENT EFFORTS AND PROPOSED CHANGE**

In November 2015, in response to a request from the managers of the Cinderella Manufactured Home Community, Public Safety assessed the parking situation in the neighborhood and proposed changes to create additional parking for residents of the Cinderella Manufactured Home Community. After visiting the neighborhood on several

occasions at different times of the day, Public Safety worked with Public Works and the Paramount Unified School District to modify the “5-minute” parking zone on Contreras Street in front of Wirtz School. A minor change was made to have the “5-minute” parking zone restriction apply only on school days between 6:00 a.m. and 4:00 p.m. PUSD had no objection to the change. Changes to time limit parking zones do not require a change to the Paramount Municipal Code; therefore, the change was made immediately. This minor change to the “5-minute” zone has allowed residents of the Cinderella Manufactured Home Community to park their vehicles on this portion of Contreras Street in the evening and overnight.

In addition to the change to the “5-minute” parking zone, Public Safety proposed to eliminate the resident permit parking restriction on the south side of Contreras Street between 8702 Contreras Street and Passage Avenue, similarly to what is currently the case on Neardale Street and which benefits the residents of the apartment complexes on Rosecrans Avenue. In order to eliminate this restriction, Section 29-6.4 of the Municipal Code, which covers resident permit parking, will need to be amended.

### **PUBLIC SAFETY COMMISSION MEETING**

The Public Safety Commission heard this item at their January 26, 2016 meeting. On January 8, 2016 letters were mailed out to all residents within the residential tract advising them of the proposed changes and inviting them to the Commission meeting. Five residents attended the meeting and four spoke. Two residents were opposed to the change, two were in favor of the change and the one did not speak but wrote a note on the Speaker’s Card, that he was in favor of the change. After some discussion the Public Safety Commission recommended that the Paramount City Council approve the proposed amendment to Section 29-6.4. Staff advised the residents present that letters would be mailed out inviting them to the City Council meeting in March where the proposed Ordinance to effect the change, would be presented. The letter which was mailed out is attached. Ordinance No. 1066 includes the proposed restrictions to Contreras Street and also cleans up other sections of the code relating to parking restrictions.

### **RECOMMENDED ACTION**

It is recommended that the City Council conduct a public hearing and read by title only, waive further reading, introduce Ordinance No. 1066, and place it on the next regular agenda for adoption.

Public Safety Department  
(562) 220-2002

February 22, 2016

**Re: Public Notice**

Dear Resident:

The Public Safety Department has received a request to modify parking in your neighborhood by eliminating "Resident Permit Parking" on the south side of Contreras Street between 8702 Contreras Street and Passage Avenue (directly in front of Cinderella Manufactured Home Community). This is the **only area** where the "Resident Permit Parking" would no longer be a requirement.

This item will be heard at the next City of Paramount City Council meeting:

**Date: Tuesday, March 1, 2016**  
**Time: 6:00 PM**  
**Location: 16400 Colorado Avenue (City Council Chambers)**

The City of Paramount City Council will consider a proposal to implement the above parking changes at all times on all days throughout the year. You are invited to attend this meeting to provide your input on this street parking change.

If you have any questions about proposed change, please contact me at (562) 220-2001 or my Assistant, Adriana Lopez, at (562) 220-2170.

CITY OF PARAMOUNT



Maria G. Meraz  
Public Safety Director

# Contreras Street / Castana Avenue Neighborhood



CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1066**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29, ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE LIMITING OR STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES.

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** Section 29-6.4 (b) of the Paramount Municipal Code is hereby amended to read as follows:

Section 29-6.4 (b): "A person shall not park or let stand any vehicle, unless such vehicle displays a permit authorized hereunder on Virginia Avenue between Alondra Boulevard and Madison Street and between 70<sup>th</sup> Street and Harrison Street.

**SECTION 2.** Section 29-6.4 (i) of the Paramount Municipal Code is hereby added to read as follows:

Section 29-6.4 (i): "A person shall not park or let stand any vehicle, unless such vehicle displays a permit authorized hereunder on Rosecrans Avenue between 8722 Rosecrans Avenue to 8732 Rosecrans Avenue; and on Passage Avenue, Perilla Avenue, Cole Avenue, and Castana Avenue between Neardale Street and Contreras Street, with the exception of the south side of Contreras Street between 8702 Contreras Street and Passage Avenue and on the north side of Neardale Street between Coke Avenue and Passage Avenue."

**SECTION 3.** The City Manager, or his designee, is directed to clearly post limited parking signs effectuating Section 29-6.4 to give notice that this Section is in effect.

**SECTION 4. Authority.** This Ordinance is adopted pursuant to the provisions of Section 22507 of the California Vehicle Code.

**SECTION 5. CEQA.** This Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to §§ 15060 (c) (2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060 (c) (3) (the activity is not a project as defined in § 15378 of the CEQA Guidelines [Title 14, Chapter 3 of the California Code of Regulations] because it has no potential for resulting in physical change to the environment, directly or indirectly).

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of this City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause or phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, clauses, phrases, or portions are declared invalid or unconstitutional.

**SECTION 7. Effective Date.** This Ordinance shall take full force and effect thirty (30) days after its adoption.

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted as required by law.

APPROVED AND ADOPTED by the City Council of the City of Paramount this 5<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Lana Chikami, City Clerk

CITY OF PARAMOUNT  
16400 COLORADO AVENUE  
PARAMOUNT, CALIFORNIA

PUBLIC HEARING

**NOTICE OF PROPOSED ORDINANCE NO. 1066**

Notice is hereby given that the City of Paramount will conduct a hearing to consider amending Section 29-6.4(b) and adding Section 29-6.4(i) of the Paramount Municipal Code regulating parking on certain streets in the City of Paramount.

The public hearing will be held at the regular meeting of the City Council to be held at 6:00 p.m. on March 1, 2016, in the Council Chambers, City Hall, 16400 Colorado Avenue, Paramount, California.

If you challenge the Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Paramount at, or prior to, the public hearing.

Any correspondence regarding this matter should be sent to the City Clerk, City Hall, 16400 Colorado Avenue, Paramount California. For information please contact the Director of Public Safety, Maria Meraz, at (562) 220-2002.

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Lana Chikami, City Clerk

PARAMOUNT JOURNAL  
DATE OF PUBLICATION: February 18, 2016  
3 affidavits please

MARCH 1, 2016

PROPOSED MOBILE STAGE USE POLICY

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED MOBILE STAGE USE POLICY.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** David Johnson

**Date:** March 1, 2016

---

**Subject:** Mobile Stage Use Policy

The FY 2016 Budget allocated the purchase of a new mobile stage. The City Council approved the purchase of the stage at their January 6, 2016 meeting. This new equipment has been purchased and is currently being stored at the City Yard. The mobile stage was purchased for use at City events and to provide a more safe and staff-efficient method of providing an event stage. Now that the mobile stage is available for use, we will be retiring the old wood stage pieces that required so much staff time to transport and assemble. This will free up space at the City Yard where the old stage pieces are stored as well as eliminate the need for maintenance and replacement of the units.

Over the years, various groups within our community have requested and used the old wood stage pieces for their organization's events. With these pieces being retired, there will still be various requests for community groups to use the new mobile stage. To address these requests and to protect our large investment in the new mobile stage, we are proposing a policy that identifies which groups can use the new mobile stage, requirements for its use, and a rate structure for its rental.

### **Eligibility**

For those groups that are eligible to rent the mobile stage, any use must be for an activity located in the City of Paramount. We are recommending that the stage not be transported out of town. Please note, however, that Group C provides for neighboring municipal agencies to rent the mobile stage and this would be the only deviation from the requirement that the mobile stage can only be used in the City of Paramount. All requests will be considered on a first-come, first-served basis. Additionally, all requests must be made 30 days in advance of the user's event date.

We have classified the various groups in the following categories:

1. **Group A** - City of Paramount sponsored or co-sponsored class, event, or program. Government agencies serving Paramount residents.
2. **Group B** - City of Paramount based not-for-profit agencies, service clubs, faith-based organizations, and City of Paramount co-sponsored youth sport leagues.
3. **Group C** - Paramount businesses, commercial or for-profit organizations, and neighboring municipal agencies.

### **Rental Rates**

We contacted 8 local government agencies that have either a mobile stage or show wagon. Of the 8 agencies surveyed, 3 did not rent out their stage equipment (Lakewood, Costa Mesa and Gardena). The rental rate for 2 of the 6 agencies that rent their stages ranged from a \$250 flat

fee (Lawndale) to a \$1,250 flat fee (County of Los Angeles) for an unlimited single use. The other three cities that rent out their mobile stages had a variety of rental fee structures. Anaheim had the lowest rate structure with a fixed user fee of \$90, a \$20 per hour driver's fee, and a staff supervision and 4 hour breakdown fee of \$20 per hour. The City of Chino had different rates depending on the type of group requesting its use. The City of Downey provided the equipment for free but limited it to 3-4 uses per year and only by organizations that had a lasting relationship with the city and required City Council approval for each requested use.

We are proposing a rate structure similar to the City of Chino because it provides accessibility while not incentivizing particular uses, allowing us to preserve the quality and functionality of the mobile stage over its lifespan.

The proposed rate structure for a fixed 6-hour rental is:

Group A - No Charge

Group B - \$750 (\$125 for each additional hour)

Group C - \$1,000 (\$166 for each additional hour)

The mobile stage policy requires that only City staff transport and set up the mobile stage. Staff will remain with the stage throughout the renter's event. This staff cost is covered by the rate structure for those groups that are required to pay a rental fee. One day use of the mobile stage will be limited to an 8 a.m. to 10 p.m. timeframe.

We are also proposing a cleaning deposit of \$100 that would be returned following inspection of the mobile stage after its use. If an agency requires multiple use days and the mobile stage will be kept overnight, we are requiring a \$500 deposit and approval will only be granted if security concerns are met to the City's satisfaction. Liability insurance naming the City of Paramount as an additional insured will also be required for any use, regardless of whether or not there is a rental charge. We are requiring that the liability insurance level be similar to our other facility use requests. We will be reviewing this, along with the indemnification clause, with the Joint Powers Insurance Authority.

### **Recommended Action**

It is recommended that the City Council approve or modify the proposed Mobile Stage Use Policy.



**DRAFT**

**City of Paramount  
Community Services & Recreation Department  
Mobile Stage Application**

Mobile Stage reservation requests must be submitted to the Community Services & Recreation Department a minimum of thirty (30) days prior to the date requested to ensure processing and scheduling.

**Requesting Organization**

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

Contact: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

\*Please provide specific directions from 15300 Downey Avenue to the event site. A printout from Google Maps or the like is acceptable. A City employee will remain with the stage while it's in use.

**Requested Date(s) and Time**

Date: \_\_\_\_\_ Start Time: \_\_\_\_ (AM/PM) End: \_\_\_\_ (AM/PM)

Date: \_\_\_\_\_ Start Time: \_\_\_\_ (AM/PM) End: \_\_\_\_ (AM/PM)

Date: \_\_\_\_\_ Start Time: \_\_\_\_ (AM/PM) End: \_\_\_\_ (AM/PM)

Date: \_\_\_\_\_ Start Time: \_\_\_\_ (AM/PM) End: \_\_\_\_ (AM/PM)

Date: \_\_\_\_\_ Start Time: \_\_\_\_ (AM/PM) End: \_\_\_\_ (AM/PM)

**Intended Use of Mobile Stage**

Activity/Event: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Is this a fundraising or revenue-generating event?**  
 Yes     No

<b><u>Organization Classification</u></b>	<b><u>Fee (6-hr rental)</u></b>	<b><u>Additional Hrs.</u></b>	<b><u>Deposit</u></b>	<b><u>Cleaning Deposit</u></b>
User Group A	N/A	N/A	N/A	N/A
User Group B	\$750	\$125	\$500	\$100
User Group C	\$1,000	\$166	\$500	\$100

I, the undersigned, on behalf of the above mentioned group or organization, do hereby certify that I have read and agree to abide by the attached policies and procedures governing the use of the requested City of Paramount Mobile Stage. I will specifically accept responsibility for any damage to the Mobile Stage as a result of the occupancy of the group/organization I am representing. I agree to hold harmless the City of Paramount and all of their employees and/or agents from any and all injuries, losses, damages and liability either to person or property which may be sustained while using said facility.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Paramount Office Use Only**

Delivery Date: \_\_\_\_\_ Time: \_\_\_\_ (AM/PM)      Total Amount Due: \$ \_\_\_\_\_

Pickup Date: \_\_\_\_\_ Time: \_\_\_\_ (AM/PM)      Receipt#: \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_

User Group Classification:  A  B  C      Deposit Required:  Yes  No

Mobile Stage Available:  Yes  No      Receipt#: \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_

Insurance Required:  Yes  No

Application Status:  Approved  Denied      Recreation Director: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_

**CITY OF PARAMOUNT  
COMMUNITY SERVICES & RECREATION DEPARTMENT  
MOBILE STAGE POLICIES & PROCEDURES**

Thank you for choosing to reserve the City of Paramount Mobile Stage. In order to provide you with quality service and to ensure that we are meeting your needs, please read the following rules and regulations related to your reservation of the City of Paramount's Mobile Stage. Information includes Organization Reservation Classification, Organization Reservation Priority, General Mobile Stage Rules and Regulations, Decorating/Setup/Cleanup, and Fees & Deposits.

**Section 101: ELIGIBILITY**

Only organizations specified in Section 104 are eligible to rent the Mobile Stage. Resident and Non-Resident individuals are not eligible to reserve the Mobile Stage. Additionally, the activity for which the Mobile Stage is needed **MUST** be located in Paramount.

**Section 102: ORGANIZATION RENTAL RESERVATION PRIORITY**

Mobile Stage rentals shall be based on a first come first serve basis. Only organizations with complete application, deposits and required insurance will be approved. Dates will not be held for organizations without a complete application with payment. City of Paramount events and organizations have priority for use of the Mobile Stage.

**Section 103: GENERAL MOBILE STAGE RULES AND REGULATIONS**

- All reservations must be made in person. No reservations will be taken over the telephone or by email.
- You must reserve the Mobile Stage no fewer than 30 days prior to the event date. The Mobile Stage cannot be reserved for multiple, consecutive days and cannot be stored overnight.
- The City of Paramount Community Services & Recreation Department reserves the right to suspend use of the Mobile Stage to those groups not complying with established rules and regulations or that do not provide a service to the community.
- Confirmation of Mobile Stage use must be granted in writing and the application must be approved and signed by a City representative.
- The City of Paramount will transport the Mobile Stage to and from the event site. APPLICANT shall not be allowed to transport or move the Mobile Stage once placed on site. A City staff member will remain with the stage throughout the duration of the event.
- The APPLICANT accepts full responsibility for damage to equipment or properties and will incur all costs to repair damage to equipment and/or the Mobile Stage. It shall be the APPLICANT'S responsibility to review and point out any undocumented damage prior to use to Paramount staff.
- Permits shall not be transferred assigned or sublet.

## MOBILE STAGE POLICIES & PROCEDURES

### Page 2

- Neither the City of Paramount or their agents, officials, employees, and/or volunteers will be held responsible for loss, damage or theft of equipment or articles owned by the applicant and/or his/her guests.
- Smoking/alcohol consumption is NOT PERMITTED on or around the Mobile Stage.
- Depending upon the nature of the reservation, the Community Services & Recreation Department may require additional fees, insurance and/or additional staff.

#### **Section 104: ORGANIZATION RESERVATION CLASSIFICATION**

- Group A: City of Paramount sponsored and co-sponsored events, class, or program. Governmental agencies serving Paramount residents.
- Group B: Resident not-for-profit, service clubs, and faith-based organizations.
- Group C: Paramount business, commercial, or profit-making organizations, or any neighboring municipal agency.

#### **In order to qualify as a not-for-profit City of Paramount agency, the organization must:**

- 1) Be registered as a not-for-profit corporation with the State of California and provide documentation to demonstrate described status of the organization.
- 2) Be comprised of volunteers, 51% of which must be Paramount residents.

#### **Section 105: HOURS OF USE**

- The Mobile Stage is available for use from 8:00 a.m. to 10:00 p.m. Requested use prior to 8:00 a.m. or after 10:00 p.m. will be charged an additional hourly rate of \$25 per hour.

#### **Section 106: SPECIFIC MOBILE STAGE REGULATIONS**

- All food and beverages must be consumed outside the stage deck area with the exception of water.
- The permitted group shall have the use of certain equipment; see Section 105 below for a list of the rules and regulations related to their use.
- Candles and other open-flame devices are not permitted inside or within a 20 ft. perimeter surrounding the entire Mobile Stage.

#### **Section 107: DECORATING/SETUP/CLEANUP**

- Setup and cleanup (including decorating) must be completed within the approved reservation time. Any increment of time that extends beyond the reserved hours will be billed at twice the hourly event rate.
- The City of Paramount will provide basic Mobile Stage setup, which includes leveling the stage deck. The APPLICANT is responsible for any setup beyond the basic setup in accordance with their individual needs.

## MOBILE STAGE POLICIES & PROCEDURES

### Page 3

- Decorations shall not be displayed or installed in such a manner that it damages or defaces the Mobile Stage. Use of duct tape, nails, staples, masking, scotch tape, or other sharp materials or instruments is NOT permitted. Binder clips and ropes are acceptable devices for hanging banners and backdrops.
- All decorations or material must be removed by the APPLICANT at the conclusion of the event.
- General cleanup, such as sweeping or dusting will be the responsibility of the City of Paramount. It is the APPLICANT'S responsibility to assist Paramount staff if requested to ensure the same cleanliness and orderly condition, which the Mobile Stage first arrived.
- Any non-City owned personal or rental items brought in for use by the applicant must be removed prior to departure from the site/facility. Any items left behind are subject to immediate disposal.
- The basic Mobile Stage setup will be provided by the City of Paramount, which includes leveling the 20' x 24' stage deck and placement of the stair cases. The APPLICANT is responsible for the setup of any other equipment in accordance with their individual needs. Also available for an extra fee is black stage skirting.

#### Section 108: FEES AND DEPOSITS

- All fees must be submitted from the APPLICANT or GROUP approved on the reservation form only. Cash, credit card, money order, or personal check payable to the CITY OF PARAMOUNT are acceptable forms of payment.
- If the APPLICANT'S check is returned to the City, for any reason, a \$32 fee will be assessed in addition to any fees due.
- To hold a date, a minimum payment (deposit) of 50% of the total fee must be made at the time of the reservation. The remaining balance due must be paid 30 days prior to the reservation date. The initial minimum deposit will be added to the balance due to finalize the payment.
- A \$100 security/cleaning deposit must be paid **in conjunction with the use of the Mobile Stage** at the time of the reservation. If the Mobile Stage is left in the same condition it arrived, the security/cleaning deposit will be refunded to the group within two to three weeks of the reservation date/period.
- If the request for use is not approved, all initial deposit(s) will be returned within two to three weeks of the denial.
- Failure to abide by the above stated due dates will result in the cancellation of the reservation by the City of Paramount.

## MOBILE STAGE POLICIES & PROCEDURES

### Page 4

- APPLICANT is responsible for notifying the City of Paramount Community Services & Recreation Department, **in writing**, of any changes or cancellation of the request within five official City working days of the reservation. Failure to do so will result in a 10% loss of the fees paid to reserve the Mobile Stage or \$100 whichever is greater.
- Additional fees may vary depending upon the reservation. Requirements for extra fees may include staffing, special equipment use or insurance. Additional staff charges will be \$25 per hour, per staff.

#### Section 109: INSURANCE REQUIREMENTS

- Insurance is required and the APPLICANT must extend their policy to name the City as additional insured or may purchase it through the City. If insurance is to be purchased from the City, APPLICANT may pay the insurance fee(s) with cash, credit card, money order, or personal check payable to the CITY OF PARAMOUNT.
- The approved APPLICANT or GROUP whose name appears on the reservation must secure insurance in the amount of one million dollars (\$1,000,000.00 in general liability), which holds the City of Paramount harmless for any damage or injury. The City of Paramount must be named as “additional insured.”

### Hold Harmless Waiver

I have read and understand the City of Paramount's Mobile Stage Use Policies and Procedures and agree to comply with the conditions stated herein. I understand that the City of Paramount reserves the right to deny any use of the Mobile Stage based upon availability, non-payment, inappropriate use, or group conduct not in accord with City, State or Federal laws or ordinances.

I agree to hold harmless the City of Paramount, and all of its employees and/or agents from any and all injuries, losses, damages, and liability occurring from organization's rental of the Mobile Stage. I also agree to be professionally photographed or video-taped, and release the use of the photographs or videos for publicity in City of Paramount publications and other public information tools.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Organization Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

MARCH 1, 2016

**RESOLUTION NO. 16:003**

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO”

1. MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 16:003.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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

**RESOLUTION NO. 16:004**

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO”

2. MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 16:004.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno  
**By:** Kevin Chun/John Carver  
**Date:** March 1, 2016

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**Subject: Resolution Nos. 16:003 and 16:004 – Authorizing the City of Paramount to Join the California Home Financing Authority (a Joint Powers Authority) and Allowing Inclusion of Properties in the City of Paramount in the California Home Finance Authority Property Assessed Clean Energy (PACE) programs**

### **Background**

This item authorizes the City to join the California Home Financing Authority (CHF), a Joint Powers Authority (JPA), and allows inclusion of properties in the City of Paramount in the CHF's Property Assessed Clean Energy (PACE) programs.

PACE financing programs provide property owners the opportunity to pay for energy efficient, water efficient, and renewable energy projects with little or no up-front costs. Residential, commercial, industrial, and non-profit property owners can use PACE financing to fund up to 100% of a project, and pay the costs over time as a voluntary tax assessment repaid through their existing property tax bill. Items that are eligible through PACE include: solar panels, energy efficient windows, energy efficient heating and cooling systems, and water efficient faucets. PACE programs are generally financed through the issuance of bonds by a JPA or by the use of private funding.

The City of Paramount joined a PACE program through Los Angeles County in 2010. In the spring of 2015, the Los Angeles County PACE program issued bonds, and funding for the program became available this past summer. By joining the CHF, City residents will be able to choose financing through the CHF PACE program or the County of Los Angeles PACE program, thus affording property owners with a variety of finance options for energy and water efficiency projects.

CHF has established two PACE financing programs to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. CHF contracts with Ygrene Energy Fund (Ygrene) to serve as the program administrator and to operate the YgreneWorks PACE financing program. The Iglesia Apostolica Church, located at 15706 Georgia Avenue, would like to utilize PACE to upgrade heating and air conditioning at the church through the YgreneWorks PACE program.

## **PACE Financing Programs**

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

**SB 555 PACE Community Facilities District:** Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) (“Mello-Roos Act”), to allow for the creation of Community Facilities Districts (“CFDs”) for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be included in a CFD and be subject to the special tax that is levied to repay project financing only if: (i) the City Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD, and (ii) each participating property owner provides written approval for inclusion of its property into the PACE CFD.

**AB 811 PACE Contractual Assessment Program:** With the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, which is under Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency, and electric vehicle charging infrastructure.

As with the SB 555 PACE, AB 811 PACE properties are subject to the property tax assessment to repay project financing only if: (i) the City Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program, and (ii) each participating property owner consents in writing to the inclusion of its property into the PACE program.

The difference between the SB 555 and AB 811 financing mechanism is that under SB 555 the cost of the energy efficient improvements is a Mello-Roos special tax and does not require the recording of a bulk assessment lien against the property. For this reason and others, it is anticipated that many property owners would appreciate having the option to participate in the YgreneWorks SB 555 program.

Twenty-two cities in Los Angeles County have become members of the CHF, including Bellflower, Carson, Lomita, Lancaster, Irwindale, Torrance, Hawthorne, San Marino, Malibu, Rolling Hills Estates, and Los Angeles.

## **Recommended Action**

It is recommended that the City Council adopt Resolution Nos. 16:003 and 16:004, authorizing the City of Paramount to join the California Home Financing Authority (CHF) and allowing inclusion of properties in the City of Paramount in the California Home Finance Authority Property Assessed Clean Energy (PACE) programs.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 16:003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority, a California Joint Powers Authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Paramount is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with the Authority in order to efficiently and economically assist property owners in the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES RESOLVE, DETERMINE AND ADJUDGE AS FOLLOWS:

Section 1: The City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

Section 2: The City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

Section 3: The consent of the City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

Section 4: The City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

Section 5: City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to the City Council on the success of such program.

Section 6: This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED, and ADOPTED this 1<sup>ST</sup> day of March, 2016.

---

Mayor

Attest:

---

Lana Chikami, City Clerk

## Exhibit A

### CALIFORNIA HOME FINANCE AUTHORITY

#### AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

#### 1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

## 2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property

and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## 7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## 8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### 16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### 17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. Construction. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. Approvals. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. Jurisdiction; Venue. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. Integration. This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

**AS ADOPTED BY THE MEMBERS:**

Originally dated July 1, 1993  
Amended and restated December 10, 1998  
Amended and restated February 18, 1999  
Amended and restated September 18, 2002  
Amended and restated January 28, 2004  
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

\_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
[Clerk of the Board Supervisors or City Clerk]

**AFTER EXECUTION, PLEASE SEND TO:**

Golden State Finance Authority  
(formerly California Home Finance Authority)  
1215 K Street, Suite 1650  
Sacramento, CA 95814

ATTACHMENT 1  
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Humboldt County  
Imperial County  
Inyo County  
Lake County  
Lassen County  
Madera County  
Mariposa County  
Mendocino County  
Merced County  
Modoc County  
Mono County  
Napa County  
Nevada County  
Placer County  
Plumas County  
San Benito County  
Shasta County  
Sierra County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tuolumne County  
Yolo County  
Yuba County

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 16:004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a Property-Assessed Clean Energy Program ("PACE") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Paramount (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with the Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, the Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and

the City desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES RESOLVE, DETERMINE AND ADJUDGE AS FOLLOWS:

Section 1: The City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

Section 2: The City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

Section 3: The consent of the City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

Section 4: The City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

Section 5: City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to the City Council on the success of such program.

Section 6: This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED, and ADOPTED this 1<sup>ST</sup> day of March, 2016.

---

Mayor

Attest:

---

Lana Chikami, City Clerk

## Exhibit A

### CALIFORNIA HOME FINANCE AUTHORITY

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#### 1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

## 2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property

and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## 7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## 8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### 16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### 17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. Construction. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. Approvals. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. Jurisdiction; Venue. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. Integration. This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

**AS ADOPTED BY THE MEMBERS:**

Originally dated July 1, 1993  
Amended and restated December 10, 1998  
Amended and restated February 18, 1999  
Amended and restated September 18, 2002  
Amended and restated January 28, 2004  
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

\_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
[Clerk of the Board Supervisors or City Clerk]

**AFTER EXECUTION, PLEASE SEND TO:**

Golden State Finance Authority  
(formerly California Home Finance Authority)  
1215 K Street, Suite 1650  
Sacramento, CA 95814

ATTACHMENT 1  
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Humboldt County  
Imperial County  
Inyo County  
Lake County  
Lassen County  
Madera County  
Mariposa County  
Mendocino County  
Merced County  
Modoc County  
Mono County  
Napa County  
Nevada County  
Placer County  
Plumas County  
San Benito County  
Shasta County  
Sierra County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tuolumne County  
Yolo County  
Yuba County

MARCH 1, 2016

ADOPTION OF 2015 BELLFLOWER AND PARAMOUNT JOINT BICYCLE  
MASTER PLAN

MOTION IN ORDER:

ADOPT THE 2015 BELLFLOWER AND PARAMOUNT JOINT BICYCLE  
MASTER PLAN.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Christopher S. Cash /Wendy Macias

**Date:** March 1, 2016

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**Subject:** ADOPTION OF 2015 BELLFLOWER AND PARAMOUNT JOINT BICYCLE MASTER PLAN

Accompanying this report is the Bellflower-Paramount Joint Bicycle Master Plan (BMP), which was finalized in 2015. The BMP was funded by the Southern California Association of Governments (SCAG), through a grant that was awarded to Bellflower and Paramount who were joint applicants in the grant writing process. The creation and adoption of a BMP allows both cities to apply individually for grant funds that will suit their individual bicycling needs. The BMP identifies and outlines bicycling options throughout the Cities of Bellflower and Paramount.

The most significant component of the BMP for Paramount focuses on the development of the remaining portion of the West Santa Ana Branch (WSAB) railroad corridor that will connect to the Los Angeles River Bike Trail along the northwest, and the Bellflower Trail along the southeast. The consulting firm of ALTA Planning & Design oversaw the master plan process and compiled the final version of the BMP. They identified and analyzed existing conditions, and provided a preliminary overview of opportunities for improving bicycling in the city, and ways to develop the WSAB railroad corridor. As part of the master plan process, ALTA conducted two community pop-up events at two parks where they conducted surveys regarding bicycling in the city. Additional community outreach included workshops held at Paramount Park and Progress Plaza where participants were able to participate in the bicycling survey, look at bike trail scenarios and provide additional input on bicycling in the city.

The City has actively promoted physical wellness by encouraging bicycling and walking throughout town over the years, and by providing the community facilities like Salud and Ralph C. Dills Parks. The BMP identifies potential infrastructure improvements that could be made to provide a safe and enjoyable cycling experience. The BMP, in no way, commits the city to expending funds to make said improvements.

#### Recommended Action

It is recommended that the City Council adopt the 2015 Bellflower and Paramount Joint Bicycle Master Plan.

## **2015 Bellflower and Paramount Joint Bicycle Master Plan**

Please contact the City Clerk's Office at (562) 220-2027 to request a copy of the 2015 Bellflower and Paramount Joint Bicycle Master Plan.

MARCH 1, 2016

RESOLUTION NO. 16:005

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH RATE HEARINGS CONDUCTED PURSUANT TO ARTICLE XIII D, SECTION 6 OF THE CALIFORNIA CONSTITUTION”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 16:005.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Karina Liu

**Date:** March 1, 2016

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**Subject:** RESOLUTION NO. 16:005 - Adopting Guidelines for the Submission and Tabulation of Protests in Connection with Water Rate Hearings Conducted Pursuant to Article XIID, Section 6 of the California Constitution

The Paramount Water Utility provides service to approximately 7,400 accounts in the City. As part of the Midyear Budget review on February 16, we proposed a rate increase of 8% effective in June. Pursuant to Article XIID of the California Constitution (Proposition 218) and subsequent court decisions, most water rates are subject to the procedural requirements of Proposition 218. Before increasing water rates, we must provide a 45-day mailed notice to customers of the proposed increases to the water rates, conduct a public hearing, and allow customers to submit written protests or feedback on the proposed increases. If we receive protests from a majority of customers, the City Council cannot enact a rate increase.

When the last rate increase was implemented in 2012, we had only received one written protest. Nonetheless, in reviewing our records, it was determined that we have not formally adopted procedures for handling the noticing for the hearing, and the submission and tabulation of any protests. The attached resolution sets forth the guidelines as to: 1) how the notice of the rate increase is provided, 2) who can submit protests, 3) how protests are submitted and counted, and 4) what occurs if there is a majority protest. This resolution has been reviewed and approved by our special legal counsel on Proposition 218 issues.

#### Recommended Action

It is recommended that the City Council read by title only and adopt Resolution No. 16:005 to adopt guidelines for the submission and tabulation of protests in connection with water rate hearings conducted pursuant to Article XIID, Section 6 of the California Constitution.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 16:005**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH WATER RATE HEARINGS CONDUCTED PURSUANT TO ARTICLE XIID, SECTION 6 OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIID, Section 6 of the California Constitution requires the City Council of the City of Paramount to consider written protests to certain proposed increases to utility charges; and

WHEREAS, this constitutional provision does not offer specific guidance as to who is allowed to submit protests, how written protests are to be submitted, or how the City is to tabulate the protests.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Paramount that when notice of a public hearing with respect to the adoption of an increase of water charges has been given by the City pursuant to Article XIID, Section 6 of the California Constitution, the following shall apply:

Section 1. Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines.

- A. "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.
- B. "Record customer" and "customer of record" mean 1) the person or persons whose name or names appear on the City's records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account or 2) another person who demonstrates to the reasonable satisfaction of the City Clerk that he, she or it is a tenant of real property directly liable to pay the proposed fee.
- C. A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

Section 2. Notice Delivery. Notice of proposed rates and public hearing shall be as follows:

- A. The City shall give notice of proposed charges via U.S. mail to all customers of record served by the City.

- B. The City will post the notice of proposed charges and public hearing at its official posting sites.

Section 3. Protest Submittal.

- A. Any customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City Clerk, by:
- Delivery to the City Clerk's Office at the main building of City Hall, 16400 Colorado Ave., Paramount, during published business hours;
  - Mail to City Clerk, 16400 Colorado Ave., Paramount, CA 90723; or
  - Personally submitting the protest at the public hearing.
- B. Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest not actually received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.
- C. Emailed, faxed and photocopied protests shall not be counted.
- D. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.

Section 4. Protest Requirements.

- A. A written protest must include:
1. A statement that it is a protest against the proposed charge that is the subject of the hearing;
  2. Name of the customer of record who is submitting the protest;
  3. Identity, by street address or utility account number, of the parcel with respect to which the protest is made;
  4. Original signature and legibly printed name of the customer of record who is submitting the protest.
- B. Protests shall not be counted if any of the required elements (1 thru 4) outlined in the preceding subsection "A" are omitted.

Section 5. Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the customer of record who submitted both the protest and the request that it be withdrawn.

Section 6. Multiple Customers of Record.

- A. Each customer of record of a parcel served by the City may submit a protest. This includes instances where:
  - 1. More than one name appears on the City's records as the customer of record for the parcel, or
  - 2. A parcel includes more than one record customer, or
  - 3. Parcels are served via a single utility account, as master-metered multiple family residential units.
- B. Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

Section 7. Transparency, Confidentiality, and Disclosure.

- A. To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.
- B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

Section 8. City Clerk. The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

- A. The protest does not state its opposition to the proposed charges.
- B. The protest does not name the record customer with respect to the parcel identified in the protest as of the date of the public hearing.
- C. The protest does not identify a parcel served by the City that is subject to the proposed charge.
- D. The protest does not bear an original signature of the named record

customer with respect to the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.

- E. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a customer of record to protest the charges.
- F. The protest was not received by the City Clerk before the close of the public hearing on the proposed charges.
- G. A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

Section 9. City Clerk's Decisions Final. The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

Section 10. Majority Protest.

- A. A majority protest exists if written protests are timely submitted and not withdrawn by the customers of record with respect to a majority (50% plus one) of the parcels subject to the proposed charge.
- B. While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

Section 11. Tabulation of Protests. At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the City Council. If the total number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received, but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City Clerk may determine the absence of a majority protest without opening the envelopes in which protests are returned.

Section 12. Report of Tabulation. If at the conclusion of the public hearing, the City Clerk determines that he or she will require additional time to tabulate the protests, he or she shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the City Council shall declare

the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

Section 13. This resolution shall become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup> day of March, 2016.

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Mayor

ATTEST:

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Lana Chikami, City Clerk

MARCH 1, 2016

PUBLIC HEARING

ORDINANCE NO. 1067/ZONING ORDINANCE TEXT AMENDMENT NO. 1  
“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
TO CONSIDER A REQUEST FOR A ZONING ORDINANCE TEXT  
AMENDMENT TO AMEND LANDSCAPE, HARDSCAPE AND IRRIGATION  
PROVISIONS IN THE R-1 (SINGLE-FAMILY RESIDENTIAL), R-2 (MEDIUM  
DENSITY RESIDENTIAL), R-M (MULTIPLE FAMILY RESIDENTIAL), C-3  
(GENERAL COMMERCIAL), C-M (COMMERCIAL MANUFACTURING), M-1  
(LIGHT MANUFACTURING), AND M-2 (HEAVY MANUFACTURING) ZONES,  
AND REGARDING WATER-EFFICIENT LANDSCAPE PROVISIONS BY  
REPEALING AND REVISING LANDSCAPE AND IRRIGATION  
REQUIREMENTS TO PROMOTE DROUGHT TOLERANT LANDSCAPING  
MATERIALS IN PARAMOUNT, CALIFORNIA”

MOTION IN ORDER:

OPEN AND CONTINUE THE PUBLIC HEARING TO THE MARCH 15, 2016  
MEETING.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Kevin M. Chun/Marco Cuevas Jr.

**Date:** March 1, 2016

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**Subject: Ordinance No. 1067/Zoning Ordinance Text Amendment No. 1 –  
Revising Landscape, Hardscape and Irrigation Standards**

This item is a request for a Zoning Ordinance Text Amendment (ZOTA) regarding landscape, hardscape and irrigation regulations in the R-1 (Single-Family Residential), R-2 (Medium Density Residential), R-M (Multiple Family Residential), C-3 (General Commercial), C-M (Commercial Manufacturing), M-1 (Light Manufacturing), and M-2 (Heavy Manufacturing) zones; and regarding the Water-Efficient Landscape provisions.

#### **Recommended Action**

It is recommended that the City Council open and continue the public hearing for Ordinance No. 1067 to the March 15, 2016 meeting.