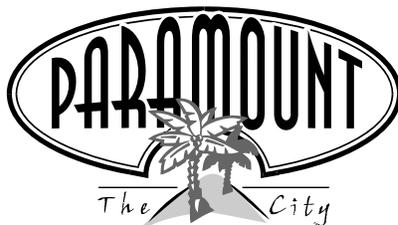


AGENDA

Paramount City Council
March 15, 2016



Adjourned Meeting
City Hall Council Chambers
5:00 p.m.

City of Paramount

16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ 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 Daryl Hofmeyer
ROLL CALL OF COUNCILMEMBERS:	Councilmember Gene Daniels Councilmember Tom Hansen Councilmember Diane J. Martinez Vice Mayor Peggy Lemons Mayor Daryl Hofmeyer

PUBLIC COMMENTS

REORGANIZATION

1. [APPROVAL](#) Appointment of City Commissioners
2. [APPROVAL](#) Mayor's Appointments

REPORTS

3. [RESOLUTION NO. 16:006](#) Approving the Modification of Fees and Charges for Pick-up and Hauling of Refuse Within the City of Paramount
4. [PUBLIC HEARING](#) Host Fee Agreement with Royal Recycling and Transfer, LLC
5. [PUBLIC HEARING ORDINANCE NO. 1067 \(Introduction -Continued from March 1, 2016\)](#) 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
6. [ORAL REPORT](#) Pavement Management System

COMMENTS

- Staff
- Councilmembers

ADJOURNMENT

To a meeting on April 5, 2016 at 6:00 p.m.

MARCH 15, 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 15, 2016

Subject: APPOINTMENT OF CITY COMMISSIONERS

APPOINTMENTS

This item was continued from the March 1, 2016 meeting.

The list of last year's 2015 Local Appointments is attached and, as indicated, 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.

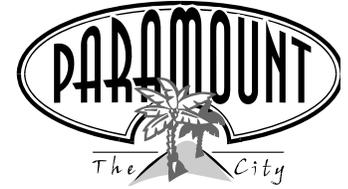
■ **Senior Services Commission**

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.

City of Paramount
 2015 LOCAL APPOINTMENTS
 (Maddy Act) - Revised 08/05/2015



At the end of each year, the City posts a list of expiring appointed terms for the coming year, names of incumbents, and the dates of their original appointment per Government Code Section 54972 et seq. Following is a complete list:

Commission	Orig. Appt.	Term Exp.
PLANNING COMMISSION Term of Office: 4 years		
Ernie Esparza (PL).....	03/2003	03/2019
Harlen "Roy" Gilham (DH).....	03/2003	03/2019
Mike Hogue (DM).....	04/2011	03/2019
James "Jim" Hyde (TH).....	03/2007	03/2019
Jim Williams (GD).....	04/1997	03/2019
PUBLIC WORKS COMMISSION Term of Office: 2 years		
Eileen Aparicio (TH).....	03/2003	03/2017
Joe Espitia (DM).....	03/2003	03/2017
Rosemary Mendez (DH).....	03/2003	03/2017
Alex Garcia (GD).....	03/2014	03/2016
Rosemary Vasquez (PL).....	03/2007	03/2017
PARKS & RECREATION COMMISSION Term of Office: 1 year		
Maria Angel (PL).....	03/2001	03/2016
Frank Barraza (TH).....	03/2007	03/2016
Charles "Carlos" Garcia (DH).....	03/2004	03/2016
Vilma Stallings (DM).....	04/2011	03/2016
Charlene Landry (GD).....	08/2015	03/2016
PUBLIC SAFETY COMMISSION Term of Office: 1 year		
Jaime Abrego (DM).....	09/2009	03/2016
Todd Bousema (DH).....	03/2003	03/2016
Carmen Gomez (TH).....	03/2007	03/2016
Javier Martinez (GD).....	03/2005	03/2016
Brenda Olmos (PL).....	09/2005	03/2016
SENIOR SERVICES COMMISSION Term of Office: 1 year		
Maria Espinoza (DH).....	03/2013	03/2016
Shirley Grayson (GD).....	10/2014	03/2016
Claudia Quinones (PL).....	02/2015	03/2016
Cleone Hatwan (DM).....	03/2015	03/2016
James "Jim" Stevens (TH).....	03/2009	03/2016

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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.⁸Sec. 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)

⁸For 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 15, 2016

MAYOR'S APPOINTMENTS



To: Honorable City Council

From: John Moreno

By: Lana Chikami

Date: March 15, 2016

Subject: MAYOR'S APPOINTMENTS

This item was continued from the March 1, 2016 meeting.

The list of last year's 2015 Mayor's Appointments is attached, and 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 nd 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 th Thursday @ 6:30 p.m.
Gateway Cities COG SR-91/I-605 Corridor Needs Assessment Study	Rep: Daniels Alt: Hansen	4 th 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 st 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 15, 2016

RESOLUTION NO. 16:006

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 16:006.

APPROVED: _____ DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno
By: Kevin Chun/Danny Elizarraras
Date: March 15, 2016

Subject: Resolution No. 16:006 - CalMet Trash Hauling Services – Request for Rate Modification

Background

This item is a request by our franchised trash hauler, CalMet Services, Inc. (CalMet), for a rate increase for commercial and residential trash hauling services. CalMet last received a commercial rate increase of 2.0% in April 2015, and a residential rate increase of 4.1% in February 2014. No residential rate increase was approved in 2015. These rate adjustments were necessary to cover increases in the Consumer Price Index (CPI) and CalMet's disposal tipping fees.

2016 Residential Trash Collection Rates

For residential accounts, CalMet originally requested a 4.2% increase, or \$0.71 per month, to cover increases in tipping fees and CPI. However, after negotiations with CalMet, staff recommends a 2.0% increase for residential accounts at this time. The residential rate will increase from \$16.95 to \$17.29, or \$0.34 per month.

Attached is a chart showing where Paramount's residential rate stands in comparison to other cities in the region.

2016 Commercial Trash Collection Rates

Commercial accounts (which include multi-family complexes of 5 units or more) generate nearly 70% of the City's trash – approximately 27,000 tons annually. Rates differ depending on the bin size used by the customer and the number of pick-ups requested per week. CalMet originally requested an increase of 3.3%. That would have amounted to \$119.02, or \$3.76 per month for customers with a 3-yard bin that is picked up once per week – the most common commercial customer. For those with two and three pick-ups per week, CalMet requested increases of \$7.07 (3.7%) and \$10.36 (3.9%), respectively. However, after negotiations with CalMet, staff recommends an across the board increase of 3.0% for commercial trash services. For the most common commercial customer who has one 3-yard bin that is picked up once per week, the rate will go from \$115.26 to \$118.72 monthly, for an increase of \$3.46. The second largest category of commercial accounts is a 3-yard bin with two pick-ups per week. This rate would increase from \$192.12 to \$197.88 per month, or \$5.76. The third largest category of commercial accounts is a 3-yard bin with three pick-ups per week. This rate would increase from \$266.88 to \$274.89 per month, or \$8.01.

Attached are charts showing where Paramount's commercial rates stand in comparison to other trash rates in the region.

Attached is Resolution No. 16:006 approving the request for an increase in trash rates for residential and commercial accounts. The rate increase will go into effect April 1, 2016.

Recommended Action

It is recommended that the City Council read by title only and adopt Resolution No. 16:006 approving the modification of charges for the collection, removal, and disposal of garbage, rubbish, and other refuse matter within the City of Paramount.

Refuse Rates - Residential (Single-Family)

City	Monthly Rate as of 03/09/16
Artesia	\$22.71
Lomita*	\$22.26
Bell Gargens	\$21.98
Santa Fe Springs	\$21.03
Norwalk	\$20.79
Compton	\$20.19
La Mirada	\$20.08
Lakewood	\$19.43
Bellflower	\$18.56
La Palma	\$17.61
Cerritos*	\$17.60
Downey*	\$17.58
Paramount (2.0% Increase Recommended)	\$17.29
Paramount (Current)	\$16.95
Buena Park	\$16.87
South Gate	\$16.81
Lynwood	\$15.85
Pico Rivera	\$15.73
Cypress	\$12.97

* Also serviced by CalMet

Refuse Rates - Commercial (1 pick-up/week)

City	Monthly Rate as of 03/09/16
Santa Fe Springs	\$187.68
La Mirada	\$171.30
Lynwood	\$165.00
Norwalk	\$155.95
Compton	\$138.84
Downey*	\$125.31
Cerritos*	\$122.64
Lakewood	\$119.77
Paramount (3.0% Increase Recommended)	\$118.72
Paramount (Current)	\$115.26
Bellflower	\$108.86
Pico Rivera	\$99.58

* Also serviced by CalMet

Refuse Rates - Commercial (2 pick-ups/week)

City	Monthly Rate as of 03/09/16
Lynwood	\$325.00
Santa Fe Springs	\$301.98
La Mirada	\$266.44
Norwalk	\$236.66
Compton	\$201.79
Downey*	\$201.72
Paramount (3.0% Increase Recommended)	\$197.88
Paramount (Current)	\$192.12
Lakewood	\$187.33
Pico Rivera	\$179.25
Bellflower	\$147.44

* Also serviced by CalMet

Refuse Rates - Commercial (3 pick-ups/week)

City	Monthly Rate as of 03/09/16
Lynwood	\$488.13
Santa Fe Springs	\$416.29
La Mirada	\$361.73
Norwalk	\$321.08
Cerritos*	\$292.29
Downey*	\$278.12
Paramount (3.0% Increase Recommended)	\$274.89
Paramount (Current)	\$266.88
Compton	\$259.84
Pico Rivera	\$255.93
Lakewood	\$254.74
Bellflower	\$186.03

* Also serviced by CalMet

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 16:006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-
UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT

WHEREAS, the City of Paramount has entered into an Amended and Restated Agreement with CalMet Services, Inc., dated January 15, 2013, for Integrated Solid Waste Management Services; and

WHEREAS, pursuant to the Municipal Code of the City of Paramount and said agreement, the City Council may, by resolution, approve the modification of fees and charges for said services.

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

Section 1. The City Council, after study and investigation, and pursuant to Article II, Division 3 of the Paramount Municipal Code and Article 6.1 of said agreement, does approve the following fee schedule for collection, removal, and disposal of garbage, recyclables, rubbish, and other refuse matter within the City.

- A. Single Family Residences, including up to four residential dwellings, shall be charged \$17.29 (includes \$0.30 in AB 939 fees) per month per dwelling unit.
- B. Single Family Residences - Additional Barrel Rates, additional refuse barrel: \$6.12. Additional yard waste barrel: \$3.06. No charge for first additional recycling barrel; \$3.06 each additional thereafter.
- C. Home Ownership - Multi-Family Complexes, including townhome/condominium complexes and mobilehome parks, shall be charged rates as set forth in the table below. All rates include \$0.90 in AB 939 fees per pick-up.

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$68.16	-	-	-	-	-
1-1/2 yd	\$72.16	-	-	-	-	-
2 yd	\$93.85	\$153.93	\$214.09	\$273.13	\$334.32	\$394.46
3 yd	\$116.39	\$190.20	\$261.66	\$327.46	\$391.12	\$453.76
4 yd	\$153.51	\$246.63	\$332.76	\$405.06	\$464.85	\$560.04

D. Commercial/Industrial - Bins

All commercial/industrial accounts shall be charged rates as set forth in the table below. In the event bins are used in non home-ownership multiple-residential complexes, the rates shall be the same as the commercial rates below. All bin rates below include \$0.90 in AB 939 fees per pick-up. The AB 939 fee for automated barrels is \$0.90 per pick-up (one barrel).

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$70.49	-	-	-	-	-
1-1/2 yd	\$74.54	-	-	-	-	-
2 yd	\$96.18	\$160.97	\$225.88	\$289.73	\$355.67	\$420.43
3 yd	\$118.72	\$197.88	\$274.89	\$346.72	\$416.42	\$485.09
4 yd	\$155.85	\$255.60	\$348.83	\$428.60	\$497.96	\$599.60
PICK-UPS PER WEEK/BILLED QUARTERLY						
Barrels	1	2	3	4	5	6
1	\$42.54	-	-	-	-	-
2	\$87.25	-	-	-	-	-

E. Roll-off Bins

All roll-off bin accounts shall be charged rates as set forth in the table below.

ROLL-OFF BIN CHARGES	RATE
<u>Roll-off Bin Service</u>	
Per load, plus dump fee (includes \$8.00 AB 939 fee)	\$303.98
Rental per day after 7 days without a dump	\$38.71
6 Ton Inclusive Rate (COD)	\$635.52
<u>Additional Roll-off Bin Fees</u>	
- Overweight charge (per ton over ten tons/load)	\$106.33
- Dry Run/Redelivery/Return Trip/Relocation Fee	\$82.94

F. Recycling Bins

All recycling bin accounts shall be charged rates as set forth in the table below.

PICK-UPS PER WEEK/MONTHLY CHARGE PER BIN						
	1	2	3	4	5	6
2 yd or 3 yd bins	\$29.50	\$44.24	\$58.99	\$73.73	\$88.48	\$103.23

G. Miscellaneous Charges

PICK-UPS PER WEEK/BILLED MONTHLY							
Service Type	1	2	3	4	5	6	Extra Empty
Scout/Push-Out service charge (25 feet – 49 feet)	\$12.75	\$25.52	\$38.27	\$51.04	\$55.28	\$72.31	\$3.18
Scout/Push-Out service charge (50 feet and further)	\$26.30	\$52.62	\$78.94	\$105.25	\$131.57	\$157.87	\$6.07
Lock Lid service charge	\$13.16	\$16.44	\$19.72	\$23.03	\$26.31	\$29.60	\$3.04

ADDITIONAL SERVICE CHARGES	RATE PER SERVICE
Residential Bin and Commercial Bulky Item Pick-up:	\$17.82
Bin Return Trip/Dry Run Fee	\$39.58*
Bin Re-delivery Fee (if bins are pulled for non-payment)	\$71.88
Bin Cleaning (over once per year)	\$82.94
3-yard Temporary Bin	
- Per dump (delivery, disposal and 7-day rental included)	\$101.00
- Rental per day after 7 days without a dump	\$6.91
Emergency Service Rates (per hour) – one crew and one collection truck	\$265.80

*Modified rate

Section 2. The effective date of the modified residential and commercial accounts fees and charges shall be April 1, 2016.

Section 3. The Mayor, or presiding officer, is hereby authorized to affix his signature to this resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest hereto.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 15th day of March 2016.

Daryl Hofmeyer, Mayor

Attest:

Lana Chikami, City Clerk

MARCH 15, 2016

PUBLIC HEARING

HOST FEE AGREEMENT BETWEEN THE CITY OF PARAMOUNT AND ROYAL RECYCLING AND TRANSFER, LLC

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:

APPROVE THE HOST FEE AGREEMENT BETWEEN THE CITY OF PARAMOUNT AND ROYAL RECYCLING AND TRANSFER, LLC

APPROVED: _____ DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno

By:

Date: March 15, 2016

Subject: Host Fee Agreement between the City of Paramount and Royal Recycling and Transfer, LLC (RRT)

Background

This item is a public hearing regarding the Host Fee Agreement between the City of Paramount and Royal Recycling and Transfer, LLC. In May 2015, the Planning Commission approved Conditional Use Permit (CUP) No. 721, allowing the operation of a materials recovery facility (MRF) at 14001 Garfield Avenue – RRT. The conditional use permit allows for the receipt, processing, and transfer of up to 2,450 tons per day of source separated recyclables, residential curb-side recycling materials, and municipal solid waste (MSW). CalMet has indicated that, realistically, their likely daily tonnage will be closer to 1,225 tons.

Also at its May 2015 meeting, the Planning Commission amended Conditional Use Permit (CUP) No. 445, which was originally approved in 1998 and allowed the Paramount Resource Recycling (PRR) facility to increase the amount of waste processed from 1,200 tons per day to 1,500 tons per day at 7230 Petterson Lane. The amendment to CUP 445 reduced the allowable daily tonnage from 1,500 tons per day to 570 tons per day and restricted the type of waste that could be processed to construction debris, green waste, and self-haul waste. Construction debris, green waste, and self-haul waste will not be accepted at 14001 Garfield Avenue (RRT). All other waste processing operations at 7230 Petterson Lane will move across the street to the RRT facility. The Host Fee Agreement will go into effect when RRT is operational, and the fee will apply to the RRT facility only.

Host Fee Agreement

Currently, PRR pays a business license fee that is established in the Municipal Code, and is calculated at five percent of the County landfill tipping fee per ton of material received at the facility. Based on the County landfill tipping fee, the City collects \$1.92 per ton of waste processed by PRR, which translates into approximately \$288,000 annually from this tipping fee.

Through the assistance of our solid waste consultant, Sustainable Environmental Management Co. (SEMCO), a new Host Fee was negotiated with RRT which could take the place of the existing business license fee. The Host Fee formula was based on research, conducted by SEMCO, of other similar facilities, and by analysis of industry standards.

Under the Host Fee Agreement before the City Council this evening, RRT would deposit \$500,000 with the City, and a drawdown against this \$500,000 would be made by the City at a rate of \$2.00 per ton of incoming MSW, recyclables, greenwaste, construction debris, and self-haul waste. The drawdown payments would be made on a monthly basis. Once the initial deposit dips down to \$20,000, RRT would make another \$500,000 deposit, with drawdowns occurring at the same rate.

After the depletion of the second \$500,000 deposit, the following three tiered host fee would be implemented:

Tier 1: For annual tonnage up to 320,000 tons:

▶ \$ 2.09 per ton;

Tier 2: For annual tonnage above 320,000 tons up to 450,000 tons:

▶ \$ 2.16 per ton; and

Tier 3: For annual tonnage above 450,000 tons:

▶ \$ 2.25 per ton.

Below are two examples of how the host fee could work after the two \$500,000 deposits have been depleted:

Example 1: Annual tonnage of 360,000 tons:

Tier 1 = \$ 668,800 (320,000 tons x \$2.09) +

Tier 2 = \$ 86,400 (40,000 tons x \$2.16)

Total = \$ 755,200 payment to the City

Example 2: Annual tonnage of 530,000 tons:

Tier 1 = \$ 668,800 (320,000 tons x \$2.09) +

Tier 2 = \$ 280,800 (130,000 tons x \$2.16) +

Tier 3 = \$ 180,000 (80,000 tons x \$2.25)

Total = \$ 1,129,600 payment to the City

The tiered payments would be collected on a monthly basis. After the first full year of the tiered host fee, rates for all tiers will be annually adjusted by the Consumer Price Index, or 2%, whichever is greater (not to exceed an increase of more than 3%).

Recommended Action

It is recommended that the City Council approve the Host Fee Agreement with RRT.

HOST FEE AGREEMENT

Between
CITY OF PARAMOUNT, A
California Municipal Corporation
And
ROYAL RECYCLING AND TRANSFER, LLC, A
California Limited Liability Company

HOST FEE AGREEMENT

This Host Fee Agreement (“Agreement”) is entered on _____, 2016 by and between the CITY OF PARAMOUNT (“**CITY**”) and ROYAL RECYCLING AND TRANSFER, LLC (“**ROYAL**”), and are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, ROYAL has applied to CITY for land use entitlements (“Approvals”) necessary to construct and operate a Materials Recovery Facility (“MRF”), the Royal Recycling and Transfer Station (“**RRT**”) at 14001 Garfield Avenue, City of Paramount, California.

WHEREAS, in May 2015, the City of Paramount Planning Commission approved Conditional Use Permit (“CUP”) No. 721, allowing the operation of RRT. CUP No. 721 allows for the receipt, processing, and transfer of up to 2,450 tons per day of source separated recyclables, residential curb-side recycling materials, and municipal solid waste (MSW). RRT is not yet operational. As a condition of approval by the City Planning Commission for the approval of CUP No. 721, ROYAL is required to enter into a separate Host Fee Agreement with CITY.

WHEREAS, at its May 2015 meeting, the Planning Commission also amended Conditional Use Permit (“CUP”) No. 445, which was previously approved in 1998 and allowed the Paramount Resource Recycling Facility (“**PRR**”) to increase the amount of waste processed from 1,200 tons per day to 1,500 tons per day at 7230 Petterson Lane, City of Paramount, California. The amendment to CUP No. 445 reduced the allowable daily tonnage from 1,500 tons per day to 570 tons per day and restricted the type of waste that could be processed to construction & demolition debris, green waste, and self-haul waste. Construction & demolition debris, green waste, and self-haul waste will not be accepted at RRT. All other waste processing operations at PRR will move to RRT when it becomes operational.

WHEREAS, in compliance with the condition of approval of CUP No. 721, ROYAL has agreed to enter into this Agreement whereby ROYAL agrees to pay a certain amount of money to CITY based on the number of Gross Tonnage Received.

NOW, THEREFORE, in consideration of the covenants, promises, and agreements hereafter set forth, CITY and ROYAL do mutually agree as follows:

AGREEMENT

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish certain obligations between the Parties and their successor(s), including an obligation of ROYAL to pay CITY, a Host Fee based upon the Gross Tonnage Received as long as RRT is in operation.

This Agreement shall only become effective upon RRT becoming operational and shall remain in full effect thereafter as long as CUP No. 721 remains valid and all terms and conditions of this Agreement are in compliance.

2. DEFINITIONS

Whenever any terms used in this Agreement has been defined by the City of Paramount Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

- “CITY” means the City of Paramount
- “City Manager” means the City Manager or his/her designee.
- “Day” means a calendar day (unless otherwise specified).
- “Gross Tonnage Received” means all curb-side recyclables and MSW received at RRT less tons delivered by CITY and received at RRT at no cost to CITY.
- “MSW” means any and all waste other than recyclables, green waste, construction & demolition debris, and self-haul waste.

3. COMPLIANCE WITH LAWS AND REGULATIONS

ROYAL warrants that it will comply with all applicable laws and regulations as they, from time to time, may be amended, specifically including, but not limited to all applicable laws, ordinances of the CITY and Federal and State regulations as they apply to RRT and with all conditions of approval of CUP No. 721 issued for RRT by the CITY.

4. EQUIPMENT

ROYAL shall provide an adequate number of vehicles and equipment for the services for which it performs. All equipment shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies with jurisdiction.

5. ROYAL HOST FEE PAYMENT TO CITY

Upon the effective date of this Agreement, and subject to provisions within, ROYAL shall deposit \$500,000 with the CITY, and a drawdown against this \$500,000 will be made by the City at a rate of \$2.00 per ton of Gross Tonnage Received. The drawdown payments will be made on a monthly basis. Once the initial deposit drops to \$20,000, and upon notification by CITY, ROYAL shall submit an additional \$500,000 deposit, with drawdowns occurring at the same rate identified hereinabove.

After the depletion of the second \$500,000 deposit, the following three tiered host fee will be implemented:

Tier 1: For Annual Gross Tonnage Received up to 320,000 tons:

▶ \$2.09 per ton;

Tier 2: For Annual Gross Tonnage Received above 320,000 tons up to 450,000 tons:

▶ \$2.16 per ton; and

Tier 3: For Annual Gross Tonnage Received above 450,000 tons:

▶ \$2.25 per ton.

Below are two (2) illustrations of how the Host Fee under this Agreement would be calculated after the two \$500,000 deposits have been depleted:

Example 1: Annual Gross Tonnage Received of 360,000 tons:

Tier 1 = \$668,800 (320,000 tons x \$2.09) +

Tier 2 = \$ 86,400 (40,000 tons x \$2.16)

Total = \$755,200 total payments to CITY

Example 2: Annual Gross Tonnage Received of 530,000 tons:

Tier 1 = \$668,800 (320,000 tons x \$2.09) +

Tier 2 = \$280,800 (130,000 tons x \$2.16) +

Tier 3 = \$180,000 (80,000 tons x \$2.25)

Total = \$1,129,600 total payments to CITY

The tiered Host Fee payments will be paid by ROYAL to CITY on a monthly basis, due within thirty (30) days after a payment month. After the first full year of the tiered Host Fee in effect, per ton rates for all tiers will be annually adjusted by

the greater of an amount equal to 100% of any increase in the Consumer Price Index for All Urban Consumers, All Items (Base Year 1982-84=100) for the Los Angeles-Riverside-Orange County area, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") for the most recent annual period preceding the adjustment date or 2%; but in no event shall such annual adjustment exceed 3%. The adjusted rate will become the new rate for consideration of future annual adjustments.

6. BOOKS, REPORTS, and RECORDS; AUDITS

- ROYAL shall submit to CITY an accounting of the Gross Tonnage Received for each quarter. Such accounting shall consist of, at a minimum, the official monthly tonnages as reported to the County of Los Angeles Department of Public Health, Solid Waste Management Program. After the above tiered payment due dates, interest shall accrue at the maximum legal rate allowed under California law. Failure to make payment in full within thirty (30) days from the last day of each quarter shall be a breach of this Agreement subject to damages and/or remedies as described herein, including suspension or revocation of CUP No. 721.
- In addition to the record retention requirements set forth below, ROYAL shall maintain all tonnage records relating to this Agreement, including, but not limited to, facility weight tickets, bills of lading, recyclable shipments, landfill records, and self-monitoring reports, for a minimum of three (3) years, while the CUP remains in effect and up to three (3) years after the CUP becomes null. The CITY shall have the right, upon reasonable advance notice, to inspect, audit and copy all records referred to above relating to this Agreement to verify tonnage received. In the absence of extraordinary circumstances, seven (7) days notice shall be considered reasonable. Such records shall be made available to CITY at ROYAL's corporate offices.
- The books, records, and accounts relating to ROYAL's Gross Tonnage Received shall be audited by a certified public accountant at the end of each calendar year, upon request by CITY. The report and all work papers utilized in the preparation of such audit shall be submitted to the City Manager. The City Manager or his designee shall review the work and work papers and may require further information from ROYAL. If any such audit discloses a deviation of greater than 2% with respect to the Gross Tonnage Received reported by ROYAL for the period of such audit, the cost of the audit shall be paid to the CITY by ROYAL. Otherwise, the cost of such audit shall be borne by the CITY.

- The CITY shall notify ROYAL in writing of the findings resulting from any audit or review of Gross Tonnage Received pursuant to this Agreement. Should the audit or review reveal an underpayment to the CITY by ROYAL, the amount of the underpayment, plus interest compounded daily at the maximum lawful rate, shall be paid to CITY within thirty (30) days from receipt of written notice of the findings. Should ROYAL dispute the findings, it may appeal said findings in writing to the City Manager within thirty (30) days of the written notification. The City Manager or his designee shall then hold a hearing on the matter within fifteen (15) days. At the hearing, the City Manager or his designee shall take into account all reports submitted by ROYAL, the report and other information submitted by the auditor, and any other such information ROYAL may wish to submit. Evidence may be submitted either orally or in writing. The City Manager or his designee shall issue a written decision within fifteen (15) days of the close of the hearing which decision shall be final.
- CITY's Right to Request Information: ROYAL shall provide additional information reasonable and directly pertaining to this Agreement on an "as-needed" basis.
- Certification: All reports by this Agreement shall be signed under penalty of perjury, by the responsible corporate official, that the report is true and correct.
- Submission of Reports: Any reports and/or other communications required or requested per this Agreement shall be submitted to:

City Manager
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723-5012

7. INDEMNIFICATION

- Indemnification of CITY: That ROYAL agrees to defend, indemnify and hold harmless the CITY, its elected officials, officers, employees, volunteers, agents, assigns and any successor or successors to CITY's interest from any claim, action or proceeding against the CITY or its elected officials, officers, employees, volunteers, agents, assigns and any successor or successors to CITY's interest to attack, set aside, void or annul an approval of the CITY or any of its Council, commissions, committees or boards arising from or in any way related to the RRT or any actions or operations

conducted pursuant thereto. Should the CITY, its elected officials, officers, employees, volunteers, agents, assigns and any successor or successors to CITY's interest receive notice of any such claim, action or proceeding, the CITY shall promptly notify ROYAL of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

8. INSURANCE

ROYAL shall procure and maintain during the entire time that this Agreement is effective the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with ROYAL's operations of RRT or the actions or inactions of any of ROYAL's officers, agents, representatives, employees, or subcontractors in connection with ROYAL's operations of RRT under this Agreement. The insurance requirements hereunder in no way limit ROYAL's various defense and indemnification obligations, or any other obligations as set forth herein.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 1 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. ROYAL shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Five Million Dollars (\$5,000,000) limit aggregate and Five Million Dollars (\$5,000,000) limit per occurrence for bodily injury, Personal injury and property damage.
2. Automobile Liability: Five Million Dollars (\$5,000,000) limit aggregate and One Million Dollars (\$1,000,000) single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California (or provide evidence of State approval to be self-insured).

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects CITY, its officials, employees and agents; or ROYAL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a) CITY, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of ROYAL; products and completed operations of ROYAL; Premises owned, leased or used by ROYAL; or vehicles owned, leased, hired or borrowed by ROYAL. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its elective and appointive boards, commissions, officials, employees, agents or volunteers.

b) ROYAL's insurance coverage shall be primary insurance as respects CITY, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of ROYAL's insurance and shall not contribute with it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, elective and appointive boards, commissions, employees, agents or volunteers.

d) Coverage shall state that ROYAL's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against CITY, its officials, elective and appointive boards, commissions, employees,

agents and volunteers for losses arising from work performed by ROYAL for CITY.

3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

E. Acceptability of Insurers. The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

F. Verification of Coverage. ROYAL shall cause its insurance carrier(s) to furnish CITY by direct mail with certificate(s) of insurance showing that such insurance is in full force and effect, and CITY, its elective and appointive boards, commissions, officials, employees, agents and volunteers are named as additional insured with respect to this Agreement as described above and the obligations of Agreement hereunder. Further, the certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice (ten (10) calendar days in the event of cancellation for non-payment) shall be given to CITY prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, this Agreement shall terminate forthwith, unless CITY receives prior to such effective date another certificate from an insurance carrier that the insurance required herein is in full force and effect. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies, and shall have all required endorsements. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the City Attorney and are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

Renewal certificates will be furnished periodically to CITY to demonstrate maintenance of the required coverage throughout the Term.

G. Companies and Subcontractors. ROYAL shall include all companies, including contract trucking companies (“companies”) as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for companies shall be subject to all of the requirements stated herein.

H. Required Endorsements

1. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty (30) days (or ten (10) days in the event of cancellation for non-payment) prior written notice by certified mail, return receipt requested, shall be given to CITY in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
City of Paramount
16400 Colorado Ave.
Paramount, CA 90723

2. The Public Liability policy shall contain endorsements in substantially the following form:

- a) "Thirty (30) days (or ten (10) days in the event of cancellation for non-payment) prior written notice shall be given to CITY in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
City of Paramount
16400 Colorado Ave.
Paramount, CA 90723

- b) "ROYAL agrees to endorse the third party general liability coverage required herein to include as additional insureds CITY, its elective and appointive boards, commissions, officials, employees, agents and volunteers, using standard ISO endorsement No. CB 2010 with an edition date of 1985, or equivalent provisions as determined acceptable by the Office of the City Attorney for the City of Paramount in its sole discretion. ROYAL also agrees to require all contractors, subcontractors and

anyone else involved in any way with the project contemplated by this agreement, to do likewise."

- c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by CITY, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- d) "Inclusion of CITY as an additional insured shall not affect CITY's rights as respects any claim, demand, suit or judgment brought or recovered against ROYAL. This policy shall protect ROYAL and CITY in the same manner as though a separate policy had been issued to each, but this shall not operate to increase ROYAL's liability as set forth in the policy beyond the amount shown or to which ROYAL would have been liable if only one party had been named as an insured."

I. Other Insurance Requirements

1. In the event any services are delegated to another company or subcontractor, including subsidiary companies, ROYAL shall require such company or subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the company's or subcontractor's employees engaged in the work in accordance with this Section. The liability insurance required by this Section shall cover all companies or subcontractors or the companies or subcontractors must furnish evidence of insurance provided by it meeting all of the requirements of this Section.
2. ROYAL shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve ROYAL of any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against ROYAL or any company or subcontractor on account of any occurrence related to this Agreement, ROYAL shall promptly report the facts in writing to the insurance carrier and to CITY.

If ROYAL fails to procure and maintain any insurance required by this Agreement, CITY may take out and maintain, at ROYAL's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due ROYAL.

9. ASSIGNMENT; CITY CONSENT

- Except as provided below, this Agreement may not be assigned by either party, without the written consent of the other, which may not be withheld unreasonably and is not required with respect to an assignment by ROYAL to an affiliate.
- If this Agreement is assigned, it shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. REMEDIES; IMPOSITION OF DAMAGES; TERMINATION.

A. **Termination.** All terms and provisions of this Agreement are material and binding and failure of ROYAL to perform any provision hereof shall be a breach of this Agreement, which may lead to both termination of this Agreement and suspension or revocation of CUP No. 721.

B. Notice; Response; Resolution; Appeal.

1. **Notice of Deficiencies: Response.** If CITY determines that ROYAL has breached this Agreement, CITY shall advise ROYAL in writing within thirty (30) days of its discovery of such suspected deficiencies, specifying the deficiency in reasonable detail and setting forth a reasonable time within which ROYAL is to respond and/or cure such breach. Unless the circumstances necessitate correction and response within a shorter period of time or unless a shorter period of time is required by this Agreement, ROYAL shall respond to the written Notification of Deficiencies within thirty (30) days from the receipt by ROYAL of such written notice. ROYAL may request additional time in writing to correct deficiencies.

2. **Review by City Manager: Notice of Appeal.**

a) The City Manager shall review any written response from ROYAL and decide the matter. If the City Manager's decision is adverse to ROYAL, the City Manager may order remedial actions to cure any deficiencies or invoke any other remedy in accordance with this Agreement, including termination. The City Manager shall promptly inform ROYAL in writing of his/her decision. In the event the decision is adverse to ROYAL, The City Manager shall inform ROYAL of the specific facts found, and include any relevant affidavits, documents, photographs and videotapes and any other evidence relied on, and the legal basis in provisions of the

Agreement or other laws for the decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on ROYAL unless ROYAL files a "Notice of Appeal" with the City Clerk within thirty (30) days of receipt of the notification of the adverse decision.

b) In any "Notice of Appeal" ROYAL shall state all its factual contentions and include any relevant affidavits, documents, photographs and videotapes which ROYAL may choose to submit. In addition, ROYAL shall include all its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

3. City Council Hearing. If a matter is appealed to the City Council by ROYAL, the City Council will set the matter for an administrative hearing and act on the matter. The City Clerk shall give ROYAL a minimum of fifteen (15) days prior written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record. No new legal issues may be raised, or new evidence submitted by ROYAL at this or any further point in the proceedings, absent a showing of good cause. ROYAL representative and other interested persons shall have a reasonable opportunity to be heard.

4. City Council Determination. Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City manager. If, based upon the administrative record, the City Council determines that the performance of ROYAL is in breach of any term of this Agreement, the City Council, in the exercise of its discretion, may order ROYAL to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The decision or order of the City Council shall be final and binding.

5. Continued Performance. ROYAL's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not ROYAL's performance is in breach of this Agreement.

C. Cumulative Rights. CITY's rights of termination are in addition to any other rights of CITY upon a failure of ROYAL to perform its obligations under this Agreement.

11. **GENERAL PROVISIONS.**

- A. **Independent Status.** ROYAL is an independent entity and not an officer, agent, servant or employee of CITY. ROYAL is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any, including trucking contractors. Parties acknowledge and agree that ROYAL is not and shall not become, solely by virtue of this Agreement, a contractor or subcontractor to CITY. Nothing in this Agreement shall be construed as creating a partnership or joint venture between CITY and ROYAL. Neither ROYAL nor its officers, employee, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to CITY employees.

- B. **Governing Laws; Venue.** This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in U. S. District Court, exclusive venue shall lie in the Central District of California.

- C. **Amendments.** Amendments must be in writing, duly executed by both parties.

- D. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and deemed to have been sufficiently given when delivered in person, by registered or certified U.S. Mail, postage prepaid, return receipt requested, by facsimile, or by overnight delivery service requesting evidence of receipt as a part of its service, to the address of the respective party below:

To CITY: City Manager
 City of Paramount
 16400 Colorado Avenue
 Paramount, CA 90723-5012

To ROYAL: JB D'Souza
 Royal Recycling and Transfer, LLC
 7202 Petterson Lane
 Paramount, CA 90723

Or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section.

- E. **Severability.** If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Agreement will remain in full force and effect.
- F. **Use of City Name.** ROYAL shall not use the words “CITY OF PARAMOUNT” or “CITY” or like words in its corporate names, style of business, or in/on its equipment, nor shall ROYAL utilize the stated words in any publication, promotion, program, etc., without the prior expressed written consent of CITY.
- G. **Force Majeure.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to causes beyond the control of and without the fault of such party, including war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, unusually severe weather, inability to secure necessary labor or supplies, materials or tools, or acts of the other party. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause.
- H. **Headings.** The headings in this Agreement are intended for convenience and identification only, are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof, and are to be disregarded in the construction and enforcement of this Agreement.
- I. **Construction.** Each of the parties hereto agree and acknowledge that each party has reviewed and has had the opportunity to revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed to the interpretation of this Agreement, or any amendment.
- J. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the same.

K. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts constitute but one instrument.

SIGNATURE PAGE BELOW

WITNESS the execution of this seventeen (17) page Agreement on the day and year first written above.

DATED: _____

CITY OF PARAMOUNT

DATED: _____

ROYAL TRANSFER AND RECYCLING,
LLC

By: _____

Daryl Hofmeyer

By _____ Mayor _____

[Title]

Approved as to form:

By: _____

John E. Cavanaugh

By _____ City Attorney _____

[Title]

ATTEST:

Lana Chikami, City Clerk

MARCH 15, 2016

CONTINUED PUBLIC HEARING

ORDINANCE NO. 1067/ZONING ORDINANCE TEXT AMENDMENT NO. 1
“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
AMENDING CHAPTER 44 OF THE PARAMOUNT MUNICIPAL CODE,
INCLUDING SECTIONS 44-23 (a), 44-36 (f), 44-47 (a), 44-49 (b), 44-67 (a),
44-70 (9), 44-76 (8), AND 44-83 (8) REGARDING DROUGHT TOLERANT
LANDSCAPING BY REPEALING AND REVISING LANDSCAPE AND
HARDSCAPE STANDARDS TO PROMOTE DROUGHT TOLERANT
LANDSCAPING MATERIALS IN THE R-1 (SINGLE FAMILY), R-2 (MEDIUM
DENSITY), R-M (MULTIPLE FAMILY), C-3 (GENERAL COMMERCIAL), C-M
(COMMERCIAL MANUFACTURING), M-1 (LIGHT MANUFACTURING), AND
M-2 (HEAVY MANUFACTURING) ZONES, AND SECTIONS 44-266 (e) AND
44-267 (a) AND (b), REGARDING WATER-EFFICIENT LANDSCAPE
PROVISIONS, AND DELETING SECTIONS 44-267 (b) AND 44-269 IN THEIR
ENTIRETY”

1. HEAR STAFF REPORT
2. HEAR TESTIMONY IN THE FOLLOWING ORDER:
 - (1) THOSE IN FAVOR
 - (2) THOSE OPPOSED
3. MOTION TO CLOSE THE PUBLIC HEARING
MOVED BY: _____
SECONDED BY: _____

4. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1067/ZONING ORDINANCE TEXT AMENDMENT 1, 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: Kevin M. Chun/Marco Cuevas Jr.
Date: March 15, 2016

**Subject: Ordinance No. 1067/Zoning Ordinance Text Amendment No.1 –
Revising Landscape, Hardscape and Irrigation Standards**

Background

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. This item was continued from the March 1, 2016 City Council meeting. The Planning Commission recommended approval of this item at its February 9, 2016 meeting.

Since drought conditions in Southern California are recurring events and the State of California is in the fourth year of the current severe drought condition, water conservation and water quality are continued priorities for the City. In California, about half of the urban water usage is for landscape irrigation. Substantial water savings can be gained with proper landscape design, installation, and maintenance. As a result, many property owners are exploring options to replace their turf with water-efficient landscaping materials. Staff has reviewed the current code regulations for landscape, hardscape, and irrigation and recommends changes regulating the design and proportion of hardscape to landscape materials.

In addition, Governor Brown issued an executive order mandating a further reduction in water use in response to worsening drought conditions. Accordingly, on May 19, 2015, the City Council approved the implementation of a stage two water supply shortage, further restricting watering in outdoor landscape areas and excessive runoff. The executive order also calls for revising the State Model Water Efficient Ordinance (MWELo) to increase water-efficiency standards for new and retrofitted landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf.

The mandates also require reporting on the implementation and enforcement of local ordinances, with reports due to the California Department of Water Resources (DWR) on an annual basis. Updating the City's ordinance to incorporate these mandated elements will help prolong limited water supplies by reducing water demand and ensuring that rainwater replenishes the City groundwater wells. The proposed ordinance adds regulations for all zoning districts by eliminating the turf requirement and promoting alternative landscape materials with limitations on the use of hardscape.

Finally, the City's current water-efficient landscape provisions, which have not been updated since 1993, need to be substantially revised to comply with the MWELo. In addition to complying with the new State mandates, this ordinance would eliminate the turf requirement for groundcover in all zones, and it incorporates the Drought Tolerant Planting Guidelines adopted by the Paramount City Council at its June 2, 2015 meeting.

Discussion

To comply with the revised MWELo, the size of landscaped areas subject to the proposed ordinance has been lowered from 2,500 to 500 square feet. The size threshold applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review. To reduce the complexity and costs for smaller landscapes, the revised MWELo has a "prescriptive compliance" approach (Appendix D attached) intended to simplify and make compliance easier for smaller projects that fall between the ranges of 500 to 2,500 square feet. The size threshold for existing landscapes that are being rehabilitated has not changed, remaining at 2,500 square feet. Only rehabilitated landscapes that are associated with a building or landscape permit, plan check, or design review would be subject to the proposed ordinance.

Since turf is no longer the required or preferred landscape material in yards, residents are strongly encouraged to plant drought tolerant landscape materials that retain water on site when replacing existing turf. Criteria for evaluating landscaping are as follows:

- (1) Landscape Materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf, and permeable hardscape.
- (2) Plant Density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
- (3) Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including: pavers and brick set on a bed of sand where no mortar or grout has been used, a three-inch layer of mulch, decomposed granite, or artificial turf.
- (4) Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.
- (5) Artificial turf. Artificial turf as a possible landscape alternative is permitted and subject to separate approval.
- (6) Hardscape (non-permeable). Non-permeable hardscape is limited to existing driveways, walkways, patios and courtyards.
- (7) Irrigation. All landscaped areas shall be provided with a water-efficient irrigation system consisting of:

- Drip irrigation
- Bubblers for shrubs and trees
- Rotating sprinklers rated at emitting less than one gallon of water per minute
- Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 pounds per square inch or psi) or the rotating sprinklers (usually about 35 psi)
- Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule

Summary

The intent of this ZOTA is to meet or exceed the State's Model Water Efficient Landscape Ordinance (MWELO) requirements as follows:

- Changes would apply to new construction with landscape areas larger than 500 square feet and also to existing landscapes larger than 2,500 square feet that undergo complex renovations
- Turf would be banned in landscapes of new commercial, industrial and institutional buildings
- Turf would only be allowed to cover a maximum of 25% of a residential homeowner's combined front, back and side yard areas
- Exemptions included are recreational areas and landscapes irrigated with recycled water

Environmental Assessment

This project is exempt from the provisions of the California Environmental Quality Act as a Class 5 Categorical Exemption – minor alterations in land use limitations.

Recommended Action

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1067, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
COUNTY OF LOS ANGELES, CALIFORNIA

ORDINANCE NO. 1067

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING CHAPTER 44 OF THE PARAMOUNT MUNICIPAL CODE, INCLUDING SECTIONS 44-23 (a), 44-36 (f), 44-47 (a), 44-49 (b), 44-67 (a), 44-70 (9), 44-76 (8), AND 44-83 (8) REGARDING DROUGHT TOLERANT LANDSCAPING BY REPEALING AND REVISING LANDSCAPE AND HARDSCAPE STANDARDS TO PROMOTE DROUGHT TOLERANT LANDSCAPING MATERIALS IN THE R-1 (SINGLE FAMILY), R-2 (MEDIUM DENSITY), R-M (MULTIPLE FAMILY), C-3 (GENERAL COMMERCIAL), C-M (COMMERCIAL MANUFACTURING), M-1 (LIGHT MANUFACTURING), AND M-2 (HEAVY MANUFACTURING) ZONES, AND SECTIONS 44-266 (e) AND 44-267 (a) REGARDING WATER-EFFICIENT LANDSCAPE PROVISIONS, AND DELETING SECTIONS 44-267 (b) AND 44-269 IN THEIR ENTIRETY

The City Council of the City of Paramount does ordain as follows:

WHEREAS, the City Council determines that upon applying the principles and practices of land use planning, the Zoning Ordinance Text Amendment should be made to encourage activity that will produce a desirable pattern of growth, encourage the most appropriate use of land and resources, enhance the value of property and promote the health, safety and general welfare of the public in the best interests of the City; and

WHEREAS, on January 17, 2014, the Governor proclaimed a state of emergency caused by the dry conditions, which called for Californians to reduce water use twenty percent (20%); and

WHEREAS, on April 1, 2015, due to persisting drought conditions, the Governor of California issued an executive order that called for a statewide reduction in potable water use of 25%; and

WHEREAS, on May 5, 2015, emergency drought regulations, which were adopted by the State Water Resources Control Board to promote water conservation and to impose restrictions on outdoor irrigation, went into effect setting a conservation mandate for the City of Paramount of 12%; and

WHEREAS, in 2015, the City adopted a Turf Removal Assistance Program and Guidelines to provide guidance to property owners planning to replace turf in landscape areas with drought tolerant materials, and/or artificial turf; and

WHEREAS, on July 15, 2015, the California Water Commission approved the revisions to the State's Model Water Efficient Landscape Ordinance mandated by the Governor. Significant provisions include a deadline for adoption by December 1, 2015, and an annual requirement that all local agencies report the status of implementation and enforcement. Cities that have not adopted their own ordinance by the deadline are required to enforce the State's Model Ordinance; and

WHEREAS, staff has reviewed current code regulations for landscape, hardscape and irrigation and recommends changes regulating the design and proportion of hardscape to landscape materials for new and existing residential, commercial, and industrial development; and

WHEREAS, it is necessary to comply with the State of California Water Resources Control Board regulations; and

WHEREAS, the Planning Commission recommended approval of Zoning Ordinance Text Amendment No. 1 at its February 9, 2016 meeting.

WHEREAS, the City Council finds that the proposed Zoning Ordinance Text Amendment is consistent with desirable land use trends; and

WHEREAS, the City Council of the City of Paramount finds this project to be exempt from the provisions of the California Environmental Quality Act (CEQA) as a Section 15305, Class 5 Categorical Exemption – minor alterations to land use limitations.

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

Section 1: Section 44-23 (a) of the Paramount Municipal Code is hereby amended to read as follows:

- (a) Front yards. In the R-1 zone, every lot shall have a front yard depth of not less than twenty feet. Front yard requirements shall be measured from the lot front line. Front yards shall be fully landscaped utilizing water-efficient materials with drought resistant plants, excluding driveways and walkways. Landscaping shall include materials selected for drought tolerance and energy efficiency.
 - (1) Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.
 - (2) Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
 - (3) Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
 - (4) Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.

- (5) Artificial turf. Artificial turf as a possible landscape alternative is subject to the following conditions:
- a. Site preparation. Artificial turf must be properly prepared by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 1. Removal of all existing plant material and top three inches of soil in the installation area.
 2. Recommended use of weed spray to assist in site preparation.
 3. Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the turf surface to provide adequate drainage.
 4. Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.
 - b. Installation.
 1. Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.
 2. Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.
 3. Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.
 - c. Materials. Artificial turf product must:
 1. Have an 8 year, “no-fade” manufacturer’s warranty.
 2. Be permeable to water and air and non-flammable.
 3. Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
 4. Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
 5. Have a minimum blade length (pile height) of 1.25 inches.

6. Have a minimum face weight of 65 ounces.
 7. Infill materials can consist of ground rubber or silicon sand.
 8. Nylon based or plastic grass blades (i.e., patio carpet or astro-turf) are not permitted.
- d. Maintenance.
1. Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
 2. Proper weed control must be maintained at all times.
 3. Damaged areas must be repaired or replaced.
- (6) Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.
- (7) Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.
- (8) Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.

All front yard landscape changes are subject to review and approval by the Community Development Department prior to planting.

Section 2: Sec. 44-36 (f) of the Paramount Municipal Code is hereby amended to read as follows:

- (f) Landscaping. Landscaping plans specifying the size, type, quantity and location of all plant materials shall be submitted to the Director of Community Development for approval along with Development Review Board conceptual development plans. All required landscaping areas shall be subject to, but not limited to, the following minimum standards:
- (1) Irrigation. All landscaped areas shall be provided with a water efficient irrigation system consisting of:
 - a. Drip irrigation.
 - b. Bubblers for shrubs and trees.

- c. Rotating sprinklers rated at emitting less than one gallon of water per minute.
 - d. Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 psi) or the rotating sprinklers (usually about 35 psi).
 - e. Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule.
- (2) Planters. All landscaping, except turf, shall be planted in permanent planters surrounded by six-inch by six-inch concrete curbing except where a planter abuts a building or masonry block wall. Minimum planter width shall be three feet; minimum planter area shall be fifty square feet except at unit entries.
- (3) Trees.
- a. One twenty-four inch box tree and three fifteen-gallon trees shall be required per unit.
 - b. All trees shall be a minimum fifteen-gallon size.
- (4) Landscape groundcover. All setback areas shall be fully landscaped utilizing water efficient materials with drought resistant plants. Additional plant material, such as shrubs and ground cover may be used to supplement landscaped areas. All setback areas fronting a street must be planted with drought resistant landscaping.
- a. Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.
 - b. Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
 - c. Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
 - d. Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.
 - e. Artificial turf. Artificial turf as a possible landscape alternative is allowable and is subject to the following conditions:

1. Site preparation. Artificial turf must be properly installed by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 - (i) Removal of all existing plant material and top three inches of soil in the installation area.
 - (ii) Recommended use of weed spray to assist in site preparation.
 - (iii) Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the turf surface to provide adequate drainage.
 - (iv) Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.
2. Installation.
 - (i) Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.
 - (ii) Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.
 - (iii) Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.
3. Materials. Artificial turf product must:
 - (i) Have an 8 year, "no-fade" manufacturer's warranty.
 - (ii) Be permeable to water and air and non-flammable.
 - (iii) Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
 - (iv) Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
 - (v) Have a minimum blade length (pile height) of 1.25 inches.
 - (vi) Have a minimum face weight of 65 ounces.

- (vii) Infill materials can consist of ground rubber or silicon sand.
 - (viii) Nylon based or plastic grass blades (i.e. patio carpet or astro-turf) are not permitted.
4. Maintenance.
- (i) Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
 - (ii) Proper weed control must be maintained at all times.
 - (iii) Damaged areas must be repaired or replaced.
- f. Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.
- g. Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.
- h. Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.
- (5) Approval criteria. Landscaping plans shall include, but not be limited to, the following items:
- a. The adequacy of plant material in achieving a buffer along public streets.
 - b. The use of landscaping to enhance the aesthetic quality of property and buildings.
 - c. The general suitability relative to the placement and type of plant material selected for screening purposes.
- (6) Landscaped areas. May incorporate private outdoor living space, and should incorporate additional elements such as trellises, outdoor furniture, water elements (fountains, ponds, streams) meandering walkways, and other creative uses of landscape.

Section 3: Section 44-47 (a) of the Paramount Municipal Code is hereby amended to read as follows:

- (a) Front yard. Each lot or parcel of land in the R-M zone shall have a front yard of not less than fifteen feet in depth as measured from the ultimate property line after dedication. The front yard shall be fully landscaped, with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape. No unscreened mechanical equipment or structures are permitted. Parking in the front setback is prohibited.

Section 4: Section 44-49 (b) of the Paramount Municipal Code is hereby amended in its entirety to read as follows:

- (b) Landscaping. A minimum of twenty percent of the development site shall be landscaped and improved in accordance with these provisions in addition to the required front setback. Landscaping plans specifying the size, type, quantity and location of all plant materials shall be submitted to the Director of Community Development for approval along with Development Review Board conceptual development plans. All required landscaping areas shall be subject to, but not limited to, the following minimum standards:

- (1) Irrigation. All landscaped areas shall be provided with a water efficient irrigation system consisting of:

- a. Drip irrigation.
- b. Bubblers for shrubs and trees.
- c. Rotating sprinklers rated at emitting less than one gallon of water per minute.
- d. Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 psi) or the rotating sprinklers (usually about 35 psi).
- e. Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule.

- (2) Planters. All landscaping, except lawn, shall be planted in permanent planters surrounded by six-inch by six-inch concrete curbing except where a planter abuts a building or masonry block wall. Minimum planter width shall be three feet; minimum planter area shall be fifty square feet except at unit entries.

- (3) Trees.

- a. One twenty-four inch box tree and three fifteen-gallon trees shall be required per unit.
- b. All trees shall be a minimum fifteen-gallon size.

- (4) Landscape groundcover. All setback areas shall be fully landscaped utilizing water efficient materials with drought resistant plants. Additional plant material, such as shrubs and ground cover may be used to supplement landscaped areas. All setback areas fronting a street must be planted with drought resistant landscaping.
- a. Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.
 - b. Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
 - c. Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
 - d. Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.
 - e. Artificial turf. Artificial turf as a possible landscape alternative is allowable and is subject to the following conditions:
 1. Site preparation. Artificial turf must be properly installed by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 - (i) Removal of all existing plant material and top three inches of soil in the installation area.
 - (ii) Recommended use of weed spray to assist in site preparation.
 - (iii) Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the artificial turf surface to provide adequate drainage.
 - (iv) Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.
 2. Installation.
 - (i) Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.

- (ii) Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.
- (iii) Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.

3. Materials. Artificial turf product must:

- (i) Have an 8 year, “no-fade” manufacturer’s warranty.
- (ii) Be permeable to water and air and non-flammable.
- (iii) Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
- (iv) Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
- (v) Have a minimum blade length (pile height) of 1.25 inches.
- (vi) Have a minimum face weight of 65 ounces.
- (vii) Infill materials can consist of ground rubber or silicon sand.
- (viii) Nylon based or plastic grass blades (ie patio carpet or astro-turf) are not permitted.

4. Maintenance.

- (i) Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
- (ii) Proper weed control must be maintained at all times.
- (iii) Damaged areas must be repaired or replaced.

f. Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.

g. Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.

- h. Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.

- (5) Approval criteria. Landscaping plans shall include, but not be limited to, the following items:
 - a. The adequacy of plant material in achieving a buffer along public streets.
 - b. The use of landscaping to enhance the aesthetic quality of property and buildings.
 - c. The general suitability relative to the placement and type of plant material selected for screening purposes.

- (6) Landscaped areas. May incorporate private outdoor living space, and should incorporate additional elements such as trellises, outdoor furniture, water elements (fountains, ponds, streams) meandering walkways, and other creative uses of landscape.

Section 5: Section 44-67 (a) of the Paramount Municipal Code is hereby amended to read as follows:

- (a) Landscaping. Exclusive of driveways and walkways, all required setback areas shall be totally landscaped and improved in accordance with the provisions specified herein. Landscaping plans specifying the size, type quantity and location of all plant material shall be submitted to the Director of Community Development for approval.

Approval criteria for landscaping plans will consider, but not be limited to the following items:

- (1) The adequacy of plant material in achieving a buffer along public streets.
- (2) The use of landscaping to enhance the aesthetic quality of property and buildings.
- (3) The general suitability relative to the placement and type of plant material selected for screening purposes.

All required landscaping areas shall be subject to, but not limited to the following minimum standards:

- a. Irrigation. All landscaped areas shall be provided with a water efficient irrigation system consisting of:

1. Drip irrigation.
 2. Bubblers for shrubs and trees.
 3. Rotating sprinklers rated at emitting less than one gallon of water per minute.
 4. Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 psi) or the rotating sprinklers (usually about 35 psi).
 5. Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule.
- b. Planters. All landscaping shall be planted in permanent planters surrounded by six inches by six inches tall concrete curbing except where a planter abuts a building or concrete block wall.
- c. Trees.
1. One twenty-four inch box tree and three fifteen gallon trees shall be required for every fifty lineal feet of landscaping, adjacent to any public right-of-way.
 2. All trees shall be a minimum fifteen gallon size.
 3. Trees shall be kept not less than:
 - (i) Twenty feet back of beginning of curb returns at any street intersection.
 - (ii) Twenty feet from lamp standards and poles.
 - (iii) Ten feet from fire hydrants.
 - (iv) Five feet from service walks and driveways.
- d. Landscape. All setback areas shall be fully landscaped utilizing water efficient materials with drought resistant plants as a minimum requirement. Additional plant material such as shrubs and ground cover may be used to supplement landscaped areas. All setback areas fronting a street must be planted with drought resistant landscaping, to the maximum extent possible.
1. Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.

2. Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
3. Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
4. Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.
5. Artificial turf. Artificial turf as a possible landscape alternative is subject to the following conditions:
 - (i) Site preparation. Artificial turf must be properly prepared by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 - i. Removal of all existing plant material and top three inches of soil in the installation area.
 - ii. Recommended use of weed spray to assist in site preparation.
 - iii. Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the turf surface to provide adequate drainage.
 - iv. Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.
 - (ii) Installation.
 - i. Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.
 - ii. Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.

- iii. Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.

(iii) Materials. Artificial turf product must:

- i. Have an 8 year, "no-fade" manufacturer's warranty.
- ii. Be permeable to water and air and non-flammable.
- iii. Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
- iv. Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
- v. Have a minimum blade length (pile height) of 1.25 inches.
- vi. Have a minimum face weight of 65 ounces.
- vii. Infill materials can consist of ground rubber or silicon sand.
- viii. Nylon based or plastic grass blades (i.e. patio carpet or astro-turf) are not permitted.

(iv) Maintenance.

- i. Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
- ii. Proper weed control must be maintained at all times.
- iii. Damaged areas must be repaired or replaced.

(6) Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.

(7) Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.

(8) Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.

Section 6: Section 44-70 (9) of the Paramount Municipal Code is hereby amended to read as follows:

(9) Exclusive of driveways and walkways, all required setback areas shall be totally landscaped and improved in accordance with the provision specified herein. Landscaping plans specifying the size, type, quantity and location of all plant material shall be submitted to the director of planning for approval. All required landscaping areas shall be subject to, but not limited to the following minimum standards:

(a) Irrigation. All landscaped areas shall be provided with a water efficient irrigation system consisting of:

1. Drip irrigation.
2. Bubblers for shrubs and trees.
3. Rotating sprinklers rated at emitting less than one gallon of water per minute.
4. Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 psi) or the rotating sprinklers (usually about 35 psi).
5. Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule.

(b) Planters. All landscaping shall be planted in permanent planters surrounded by six inches by six inches tall concrete curbing except where a planter abuts a building or concrete block wall.

(c) Trees.

1. One twenty inch box tree and three fifteen gallon trees shall be required for every fifty lineal feet of landscaping, adjacent to any public right-of-way.
2. All trees shall be a minimum of fifteen gallon size.
3. Trees shall be kept not less than:
 - a. Twenty feet back of beginning of curb returns at any street intersection.

- b. Twenty feet from lamp standards and poles.
 - c. Ten feet from fire hydrants.
 - d. Five feet from service walks and driveways.
 - e. Five feet from water meters.
- (d) Landscape. All setback areas shall be fully landscaped utilizing water efficient materials with drought resistant plants as a minimum requirement. Additional plant material such as shrubs and ground cover may be used to supplement landscaped areas. All setback areas fronting a street must be planted with drought resistant landscaping, to the maximum extent possible.
- 1. Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.
 - 2. Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
 - 3. Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
 - 4. Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.
 - 5. Artificial turf. Artificial turf as a possible landscape alternative is subject to the following conditions:
 - (i) Site preparation. Artificial turf must be properly prepared by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 - i. Removal of all existing plant material and top three inches of soil in the installation area.
 - ii. Recommended use of weed spray to assist in site preparation.
 - iii. Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the turf surface to provide adequate drainage.

- iv. Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.
- (ii) Installation.
- i. Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.
 - ii. Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.
 - iii. Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.
- (iii) Materials. Artificial turf product must:
- i. Have an 8 year, “no-fade” manufacturer’s warranty.
 - ii. Be permeable to water and air and non-flammable.
 - iii. Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
 - iv. Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
 - v. Have a minimum blade length (pile height) of 1.25 inches.
 - vi. Have a minimum face weight of 65 ounces.
 - vii. Infill materials can consist of ground rubber or silicon sand.
 - viii. Nylon based or plastic grass blades (i.e. patio carpet or astro-turf) are not permitted.
- (iv) Maintenance.
- i. Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
 - ii. Proper weed control must be maintained at all times.

- iii. Damaged areas must be repaired or replaced.
- 6. Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.
 - 7. Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.
 - 8. Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.
- (e) Approval criteria for landscaping plans will consider, but not be limited to the following items:
- 1. The adequacy of plant material in achieving a buffer along public streets.
 - 2. The use of landscaping to enhance the aesthetic quality of property and buildings.

Section 7: 44-76 (8) of the Paramount Municipal Code is hereby amended to read as follows:

- (8) Exclusive of driveways and walkways, all required setback areas shall be totally landscaped and improved in accordance with the provision specified herein. Landscaping plans specifying the size, type, quantity and location of all plant material shall be submitted to the director of planning for approval. All required landscaping areas shall be subject to, but not limited to the following minimum standards:
- (a) Irrigation. All landscaped areas shall be provided with a water efficient irrigation system consisting of:
- 1. Drip irrigation.
 - 2. Bubblers for shrubs and trees.
 - 3. Rotating sprinklers rated at emitting less than one gallon of water per minute.
 - 4. Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 psi) or the rotating sprinklers (usually about 35 psi).
 - 5. Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule.

- (b) Planters. All landscaping shall be planted in permanent planters surrounded by six inches by six inches tall concrete curbing except where a planter abuts a building or concrete block wall.

- (c) Trees.
 - 1. One twenty inch box tree and three fifteen gallon trees shall be required for every fifty lineal feet of landscaping, adjacent to any public right-of-way.
 - 2. All trees shall be a minimum fifteen gallon size.
 - 3. Trees shall be kept not less than:
 - a. Twenty feet back of beginning of curb returns at any street intersection.
 - b. Twenty feet from lamp standards and poles.
 - c. Ten feet from fire hydrants.
 - d. Five feet from service walks and driveways.
 - e. Five feet from water meters.

- (d) Landscape. All setback areas shall be fully landscaped utilizing water efficient materials with drought resistant plants as a minimum requirement. Additional plant material such as shrubs and ground cover may be used to supplement landscaped areas. All setback areas fronting a street must be planted with drought resistant landscaping, to the maximum extent possible.
 - 1. Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.
 - 2. Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
 - 3. Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
 - 4. Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.

5. Artificial turf. Artificial turf as a possible landscape alternative is subject to the following conditions:
- (i) Site preparation. Artificial turf must be properly prepared by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 - i. Removal of all existing plant material and top three inches of soil in the installation area.
 - ii. Recommended use of weed spray to assist in site preparation.
 - iii. Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the turf surface to provide adequate drainage.
 - iv. Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.
 - (ii) Installation.
 - i. Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.
 - ii. Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.
 - iii. Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.
 - (iii) Materials. Artificial turf product must:
 - i. Have an 8 year, “no-fade” manufacturer’s warranty.
 - ii. Be permeable to water and air and non-flammable.
 - iii. Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
 - iv. Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
 - v. Have a minimum blade length (pile height) of 1.25 inches.

- vi. Have a minimum face weight of 65 ounces.
 - vii. Infill materials can consist of ground rubber or silicon sand.
 - viii. Nylon based or plastic grass blades (ie patio carpet or astro-turf) are not permitted.
- (iv) Maintenance.
- i. Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
 - ii. Proper weed control must be maintained at all times.
 - iii. Damaged areas must be repaired or replaced.
6. Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.
7. Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.
8. Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.
- (e) Approval criteria for landscaping plans will consider, but not be limited to the following items:
- 1. The adequacy of plant material in achieving a buffer along public streets.
 - 2. The use of landscaping to enhance the aesthetic quality of property and buildings.
 - 3. The general suitability relative to the placement and type of plant material selected for screening purposes.

Section 8: Section 44-83 (8) of the Paramount Municipal Code is hereby amended to read as follows:

- (8) Exclusive of driveways and walkways, all required setback areas shall be totally landscaped and improved in accordance with the provisions specified herein. Landscaping plans specifying the size, type, quantity and location of all plant material shall be submitted to the director of planning for approval. All required landscaping areas shall be subject to, but not limited to the following minimum standards.

- (a) Irrigation. All landscaped areas shall be provided with a water efficient irrigation system consisting of:
1. Drip irrigation.
 2. Bubblers for shrubs and trees.
 3. Rotating sprinklers rated at emitting less than one gallon of water per minute.
 4. Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 psi) or the rotating sprinklers (usually about 35 psi).
 5. Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule.
- (b) Planters. All landscaping shall be planted in permanent planters surrounded by six inches by six inches tall concrete curbing except where a planter abuts a building or concrete block wall.
- (c) Trees.
1. One twenty inch box tree and three fifteen gallon trees shall be required for every fifty lineal feet of landscaping, adjacent to any public right-of-way.
 2. All trees shall be a minimum fifteen gallon size.
 3. Trees shall be kept not less than:
 - a. Twenty feet back of beginning of curb returns at any street intersection.
 - b. Twenty feet from lamp standards and poles.
 - c. Ten feet from fire hydrants.
 - d. Five feet from service walks and driveways.
 - e. Five feet from water meters.
- (d) Setback areas. All setback areas shall be fully landscaped utilizing water efficient materials with drought resistant plants as a minimum requirement. Additional plant material such as shrubs and ground cover may be used to supplement landscaped areas. All setback areas fronting a street must be planted with drought resistant landscaping, to the maximum extent possible.

1. Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.
2. Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
3. Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
4. Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.
5. Artificial turf. Artificial turf as a possible landscape alternative is subject to the following conditions:
 - (i) Site preparation. Artificial turf must be properly prepared by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 - i. Removal of all existing plant material and top three inches of soil in the installation area.
 - ii. Recommended use of weed spray to assist in site preparation.
 - iii. Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the turf surface to provide adequate drainage.
 - iv. Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.
 - (ii) Installation.
 - i. Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.
 - ii. Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.

- iii. Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.
- (iii) Materials. Artificial turf product must:
- i. Have an 8 year, “no-fade” manufacturer’s warranty.
 - ii. Be permeable to water and air and non-flammable.
 - iii. Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
 - iv. Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
 - v. Have a minimum blade length (pile height) of 1.25 inches.
 - vi. Have a minimum face weight of 65 ounces.
 - vii. Infill materials can consist of ground rubber or silicon sand.
 - viii. Nylon based or plastic grass blades (i.e. patio carpet or astro-turf) are not permitted.
- (iv) Maintenance.
- i. Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
 - ii. Proper weed control must be maintained at all times.
 - iii. Damaged areas must be repaired or replaced.
6. Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.
7. Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.
8. Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.

- (e) Approval criteria. Landscaping plans will consider, but not be limited to the following items:
1. The adequacy of plant material in achieving a buffer along public streets.
 2. The use of landscaping to enhance the aesthetic quality of property and buildings.
 3. The general suitability relative to the placement and type of plant material selected for screening purposes.

Section 9: Section 44-266 (e) of the Paramount Municipal Code is hereby amended to read as follows:

- (e) All required landscaping areas shall be subject to, but not limited to, the following minimum standards:
- (1) Planters. All landscaping shall be planted in permanent planters surrounded by 6 inch by 6 inch concrete curbing except where a planter abuts a building or concrete block wall. Planters shall be 6 inches below building floor slabs; if this is not possible, appropriate waterproofing of the walls or curbing is required. All areas not devoted to paving or building shall be landscaped and permanently maintained.
 - (2) Trees.
 - a. All trees shall be a minimum 24-inch box size, or larger, with a ratio of one 36-inch box tree to every three 24-inch box trees planted, unless a waiver is obtained from the Director of Community Development. All boxed specimens shall be rootball staked. Specimen trees larger than 36-inch box size will be required in some projects.
 - b. The following is a suggested method for meeting tree quantity requirements in projects with little planting space for numerous trees:

TABLE OF TREE EQUIVALENTS

Individual Tree Box Size	Equivalent Number of Trees (24-inch Box Size)
24 inches	1
36 inches	2
48 inches	3
60 inches	4
72 inches	5

- (3) Landscape groundcover. All front setback areas shall be fully landscaped utilizing water efficient materials with drought resistant plants. Additional plant material, such as shrubs and ground cover may be used to supplement landscaped areas. All setback areas fronting a street must be planted with drought resistant landscaping. All front setback areas shall be fully turfed and substantially mounded as a minimum requirement. Additional plant material used as shrubs and ground cover shall be used to supplement turfed areas.
- a. Landscape materials. All required landscaping shall be covered with materials such as drought tolerant plants, compost, mulch, artificial turf and permeable hardscape.
 - b. Plant density. Plant density shall cover at least 65% of the front yard area. Acceptable materials are: Drought tolerant plants, artificial turf, and permeable materials or a combination thereof.
 - c. Non-plant density. A maximum of 35% of the required front yard area shall include accent plant alternatives, including pavers and brick set on a bed of sand where no mortar or grout has been used, a three inch layer of mulch, decomposed granite, or artificial turf.
 - d. Turf replacement. Turf is not a required landscape material. Drought tolerant landscape materials that retain water onsite are preferred when replacing existing turf.
 - e. Artificial turf. Artificial turf as a possible landscape alternative is subject to the following conditions:
 1. Site preparation. Artificial turf must be properly prepared by a licensed contractor, including site preparation and installation of base materials. Site preparation must consist of:
 - (i) Removal of all existing plant material and top three inches of soil in the installation area.
 - (ii) Recommended use of weed spray to assist in site preparation.
 - (iii) Placement of a weed barrier over the compacted and porous crushed rock or other comparable material below the turf surface to provide adequate drainage.
 - (iv) Area must be sloped and graded to prevent excessive pooling, runoff, or flooding onto adjacent property.

2. Installation.

- (i) Artificial turf must be permanently anchored with nails and glue, and all seams must be nailed, or sewn, and glued, with the grain pointing in a single direction.
- (ii) Artificial turf cannot encroach upon living plants/trees and must end at least 3 inches from the base of any newly planted plant/tree.
- (iii) Artificial turf must be separated from live planting areas by a barrier such as a mow strip or bender board to prevent mixing of natural plant materials and artificial turf.

3. Materials. Artificial turf product must:

- (i) Have an 8 year, "no-fade" manufacturer's warranty.
- (ii) Be permeable to water and air and non-flammable.
- (iii) Be cut-pile infill and made from polyethylene or a blend of polyethylene and polypropylene.
- (iv) Have a hole punched permeable backing with spacing not to exceed four inches by six inches on center.
- (v) Have a minimum blade length (pile height) of 1.25 inches.
- (vi) Have a minimum face weight of 65 ounces.
- (vii) Infill materials can consist of ground rubber or silicon sand.
- (viii) Nylon based or plastic grass blades (ie patio carpet or astro-turf) are not permitted.

4. Maintenance.

- (i) Artificial turf must be maintained in a green, fadeless condition free of weeds, stains, tears, or looseness at edges and seams.
- (ii) Proper weed control must be maintained at all times.
- (iii) Damaged areas must be repaired or replaced.

- f. Hardscape. Hardscape (non-permeable) is limited to existing driveways, walkways, patios and courtyards.
- g. Applicability. These provisions shall be applicable for all new development and for existing development where turf is to be replaced within the existing landscape.
- h. Water-Efficient Landscape Provisions. Landscaping shall comply with the Model Water Efficient Landscape Ordinance (MWELO) of the State of California and Article XXIV of the Paramount Municipal Code.

Section 10: Section 44-267 (a) of the Paramount Municipal Code is hereby amended to read as follows:

The following irrigation criteria are established for the preparation of irrigation plans for all properties located within the City of Paramount.

- (a) Irrigation. All landscaped areas shall be provided with a water efficient irrigation system consisting of:
 - (1) Drip irrigation.
 - (2) Bubblers for shrubs and trees.
 - (3) Rotating sprinklers rated at emitting less than one gallon of water per minute.
 - (4) Pressure regulators, allowing no more pressure than recommended by the manufacturer of the drip system (usually about 10 to 15 psi) or the rotating sprinklers (usually about 35 psi).
 - (5) Separate valves for each portion of the landscape (known as 'hydrozones') that requires a unique watering schedule.

Section 11: Article XXIV, Section 44-267(b) is hereby deleted in its entirety.

Section 12: Article XXIV, Section 44-269 is hereby deleted in its entirety.

Section 13: The City Council of the City of Paramount finds this project to be exempt from the provisions of the California Environmental Quality Act (CEQA) as a Section 15305, Class 5 Categorical Exemption – minor alterations to land use limitations.

Section 14: Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person, 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 portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article,

section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state or federal law, regulation, or codes dealing with life safety factors.

Section 15: Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk or his duly appointed deputy shall certify to the adoption of this Ordinance to be published as required by law.

PASSED, APPROVED, and ADOPTED, this 5th day of April, 2016.

Daryl Hofmeyer, Mayor

Attest:

Lana Chikami, City Clerk

MARCH 15, 2016

REPORT

PAVEMENT MANAGEMENT SYSTEM