



## SPECIAL NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for **May 4, 2021**.

Pursuant to Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the meeting of the City Council scheduled for **Tuesday, May 4, 2021 at 6:00 p.m.** will allow members of the public to participate and address the City Council during the open session of the meeting via live stream and/or teleconference only. Below are the ways to participate:

### View the City Council meeting live stream:

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

### Listen to the City Council meeting (audio only):

- Call (503) 300-6827 Conference Code: 986492

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

- E-mail: [crequest@paramountcity.com](mailto:crequest@paramountcity.com)
- Teleconference: (562) 220-2225

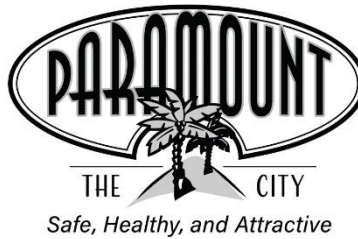
In order to effectively accommodate public participation, participants are encouraged to provide their public comments via e-mail before **5:00 p.m. on Tuesday, May 4, 2021**. The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments. Comments related to a specific agenda item must be received before the item is considered and will be provided to the City Council accordingly as they are received.

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject.

Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments. Persons speaking and written comments are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the teleconference will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

# AGENDA

Paramount City Council  
May 4, 2021



Regular Meeting  
City Hall Council Chambers  
6:00 p.m.

City of Paramount

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

**Public Comments:** See Special Notice. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

**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 Brenda Olmos

PLEDGE OF ALLEGIANCE:

Councilmember Peggy Lemons

INVOCATION:

Pastor Ken Korver  
Emmanuel Church

ROLL CALL OF  
COUNCILMEMBERS:

Councilmember Isabel Aguayo  
Councilmember Laurie Guillen  
Councilmember Peggy Lemons  
Vice Mayor Vilma Cuellar Stallings  
Mayor Brenda Olmos

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## PRESENTATIONS

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1. [PROCLAMATION](#) National Public Works Week
2. [PROCLAMATION](#) National Building Safety Month
3. [PROCLAMATION](#) National Military Appreciation Month
4. [PROCLAMATION](#) National Mental Health Month
5. [PROCLAMATION](#) National Senior Health and Fitness Day
6. [PROCLAMATION](#) National Water Safety Month
7. [CERTIFICATE OF RECOGNITION](#) Lindsay Lumber Company 100<sup>th</sup> Anniversary

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## CITY COUNCIL PUBLIC COMMENT UPDATES

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## PUBLIC COMMENTS

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## CONSENT CALENDAR

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

8. [APPROVAL OF MINUTES](#) April 6 and April 20, 2021
9. [APPROVAL](#) Register of Demands
10. (A) [RESOLUTION NO. 21:011](#) Approving the Engineer's Report for Certain Landscaping Improvements for Landscaping and Maintenance Assessment District No. 81-1
- (B) [RESOLUTION NO. 21:012](#) Declaring its Intention to Levy and Collect Assessments within Landscaping and Maintenance Assessment District No. 81-1 for FY 2021-2022

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## NEW BUSINESS

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11. [PUBLIC HEARING  
ORDINANCE NO.  
1150 \(Introduction\)](#) Approving Zoning Ordinance Text Amendment No. 20, amending regulations for home gardens, including extending the applicability of these regulations to all residential zones and legal nonconforming residential properties in commercial and manufacturing zones
12. [PUBLIC HEARING  
ORDINANCE NO.  
1151 \(Introduction\)](#) Approving Zoning Ordinance Text Amendment No. 21, establishing revised regulations for accessory dwelling units (ADUs) and adding regulations for junior accessory dwelling units (JADUs) in all residential zones citywide
13. [PUBLIC HEARING](#) Adoption of the One-Year Action Plan (FY 2021-2022) for the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs
14. [RESOLUTION NO.  
21:013](#) Approving both the Administering Agency State Master Agreement No. 07-5336S21 and Program Supplement Agreement No. 000000W37 for Funding a Local Roadway Safety Plan (LRSP)
15. [APPROVAL](#) Measure R Funding Agreement with Los Angeles County Metropolitan Transit Authority (LACMTA) for Rosecrans Avenue Bridge Retrofit Project

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## ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

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16. [ORAL REPORT](#) Air Monitoring Status – South Coast Air Quality Management District
17. [ORAL REPORT](#) League of California Cities Presentation on Impacts of Senate Bill (SB) 1383 – Organic Waste
18. [ORAL REPORT](#) Consumer Confidence Report - 2020

## **COMMENTS/COMMITTEE REPORTS**

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- Councilmembers
- Staff

## **ADJOURNMENT**

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To a joint meeting with the Planning Commission on May 18, 2021 at 4:00 p.m. followed by a City Council meeting beginning at 5:00 p.m.

MAY 4, 2021

PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

MAY 4, 2021

PROCLAMATION

NATIONAL BUILDING SAFETY MONTH

MAY 4, 2021

PROCLAMATION

NATIONAL MILITARY APPRECIATION MONTH



MAY 4, 2021

PROCLAMATION

NATIONAL MENTAL HEALTH MONTH

MAY 4, 2021

PROCLAMATION

NATIONAL SENIOR HEALTH AND FITNESS DAY

MAY 4, 2021

PROCLAMATION

NATIONAL WATER SAFETY MONTH

MAY 4, 2021

CERTIFICATE OF RECOGNITION

LINDSAY LUMBER COMPANY 100<sup>TH</sup> ANNIVERSARY

# City Council Public Comment Updates

May 4, 2021

From the April 20, 2021 City Council Meeting:

| Resident         | Request/Issue/Concern   | Action/Comment   |
|------------------|---|--|
| Alfredo Banuelos | Wants the City to provide training for elected and appointed officials.   | The City Attorney indicated at the end of the Public Comment period that Ethics Training is made available to all elected and appointed officials. Since COVID-19, the training has been available online. The City Manager also added that each commissioner was provided a copy of the City's Code of Conduct for elected and appointed officials.   |
| Jose de Leon     | Requests that the records pertaining to his Public Records Act (PRA) requests be disclosed immediately because it has been more than 10 days since he submitted his requests. | The City Clerk explained that the "10-day" language stated in the California Public Records Act (PRA) is commonly misperceived as the time frame in which to produce documents; however, that is not that case. The PRA specifically states the agency must respond within 10 days to notify the requester whether records exist and will be disclosed (CA Govt. Code Section 6253 (c)). The City then must produce responsive records "promptly" within a reasonable timeframe. The time it takes to produce, gather and review the records depends on the size and scale of the request. Mr. de Leon was notified that staff is compiling and reviewing the appropriate documents and will produce them within a reasonable timeframe. |

MAY 4, 2021

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF APRIL 6 AND  
APRIL 20, 2021.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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

**PARAMOUNT CITY COUNCIL  
MINUTES OF A REGULAR MEETING  
APRIL 6, 2021**

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

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**CALL TO ORDER:** The regular meeting of the Paramount City Council was called to order by Mayor Peggy Lemons at 6:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

**PLEDGE OF ALLEGIANCE:** Councilmember Vilma Cuellar Stallings, led the pledge of allegiance.

**INVOCATION:** Deacon Oscar Corcios, Our Lady of the Rosary Church delivered the invocation.

**ROLL CALL OF COUNCILMEMBERS:** Present: Councilmember Isabel Aguayo  
Councilmember Laurie Guillen  
Councilmember Vilma Cuellar Stallings  
Vice Mayor Brenda Olmos  
Mayor Peggy Lemons

**STAFF PRESENT:** John Moreno, City Manager  
John E. Cavanaugh, City Attorney  
Andrew Vialpando, Assistant City Manager  
John Carver, Planning Director  
Adriana Figueroa, Public Works Director  
David Johnson, Com. Serv. & Recreation Director  
Karina Liu, Finance Director  
Adriana Lopez, Public Safety Director  
Danny Elizarraras, Management Analyst  
John King, Assistant Planning Director  
Heidi Luce, City Clerk  
Wendy Macias, Public Works Manager  
Anthony Martinez, Management Analyst II  
Viridana Reyes, Information Technology Analyst II  
Elida Zaragoza, Information Technology Specialist

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**PRESENTATIONS**

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1. **PRESENTATIONS**  
Recognition of Outgoing Mayor Peggy Lemons  
CF 39.7, 11.5
- Outgoing Mayor Lemons was honored for her leadership.
- Mayor Lemons expressed appreciation to her fellow Councilmembers and staff for their support and dedication over the last year during these unprecedented times.

She also thanked the dignitaries for their partnership and for the recognition and kind words.

## **MINUTES**

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2. APPROVAL OF  
MINUTES  
March 2 and March 16,  
2021

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Aguayo to approve the Paramount City Council minutes of March 2 and March 16, 2021. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; Vice Mayor Olmos;  
and Mayor Lemons

NOES: None

ABSENT: None

ABSTAIN: None

## **REORGANIZATION**

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3. REORGANIZATION  
Selection of Mayor and  
Vice Mayor  
CF 11.3

City Clerk Luce opened nominations for the office of Mayor. Councilmember Cuellar Stallings nominated Councilmember Olmos. There being no further nominations, nominations were closed.

**Brenda Olmos** was unanimously declared **Mayor** by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons, Olmos, and Cuellar Stallings

NOES: None

ABSENT: None

ABSTAIN: None

Mayor Olmos opened nominations for the office of Vice Mayor. Councilmember Aguayo nominated Councilmember Cuellar Stallings for the office of Vice Mayor. There being no further nominations, nominations were closed.



**Vilma Cuellar Stallings** was unanimously declared  
**Vice Mayor** by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons, Cuellar Stallings; and  
Mayor Olmos

NOES: None

ABSENT: None

ABSTAIN: None

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### **PRESENTATIONS**

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- |   |   |
|---|---|
| 4. PROCLAMATION<br>National Library Week –<br>Paramount Library<br>CF 39.2  | Mayor Olmos on behalf of the City Council, proclaimed April as National Library Week – Paramount Library in the City of Paramount. Children’s Librarian, Jackie Ramirez, accepted the proclamation on behalf of Paramount Library |
| 5. PROCLAMATION<br>Fair Housing Month –<br>April 2021<br>CF 39.2  | Mayor Olmos, on behalf of the City Council, proclaimed April as Fair Housing Month in the City of Paramount. Stella Verdeja, Executive Director of the Fair Housing Foundation accepted the proclamation.                         |
| 6. PROCLAMATION<br>DMV/Donate Life Month<br>– April 2021<br>CF 39.2   | Mayor Olmos, on behalf of the City Council, proclaimed April as DMV/Donate Life Month in the City of Paramount.   |
| 7. PROCLAMATION<br>Arbor Day – April 30,<br>2021<br>CF 39.2   | Mayor Olmos, on behalf of the City Council, proclaimed April 30, 2021 Arbor Day in the City of Paramount.   |
| 8. PROCLAMATION<br>Alcohol Awareness<br>Month – April 2021 Little<br>House<br>CF 39.2                                 | Mayor Olmos, on behalf of the City Council, proclaimed April as Alcohol Awareness Month in the City of Paramount.   |
| 9. PROCLAMATION<br>National Child Abuse<br>Prevention Month – April<br>2021 – Helpline Youth<br>Counseling<br>CF 39.2 | Mayor Olmos, on behalf of the City Council, proclaimed April as National Child Abuse Prevention Month in the City of Paramount.   |

10. PROCLAMATION  
National Sexual Assault  
Awareness Month – April  
2021  
CF 39.2
- Mayor Olmos, on behalf of the City Council, proclaimed April National Child Abuse Prevention Month in the City of Paramount.

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**CITY COUNCIL PUBLIC COMMENT UPDATES**

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- CF 10.4
- City Manager Moreno responded to comments made by Gerald Cerda and Lisa Lappin at the March 16, 2021 City Council meeting.

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**PUBLIC COMMENTS**

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- CF 10.3
- The following individuals addressed the City Council via teleconference and provided public comments: Gerald Cerda, Nita Juhasz, and Alejandro Yanez.

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**CONSENT CALENDAR**

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11. APPROVAL  
Register of Demands  
CF 47.2
- It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to approve the Paramount City Council Register of Demands. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen, Lemons; Vice Mayor Cuellar Stallings; and Mayor Olmos

NOES: None

ABSENT: None

ABSTAIN: None

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**OLD BUSINESS**

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12. APPROVAL  
Proposed City of  
Paramount COVID-19  
Memorial  
Commemorations  
CF 39.28
- Community Services & Recreation Director Johnson gave the report and presented a PowerPoint presentation.
- Brief discussion ensued concerning the possibility of councilmembers providing personal comments during the commemoration event.
- It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to approve the COVID-19 commemoration activities as outlined in the report and to include comments by the City

Council; and allocate \$7,100 to the Fiscal Year 2021 Budget for such activities. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos

NOES: None

ABSENT: None

ABSTAIN: None

13. AWARD OF  
CONTRACT  
Interior Improvements at  
Progress Park Plaza  
(City Project No. 9053)  
CF CIP 9053

Public Works Director Figueroa gave the report and presented a PowerPoint presentation.

Discussion ensued concerning the proposed changes to the ceiling in the lobby and the proposed decorative wall in the auditorium. Following discussion, the City Council concurred that they would rather repair the wood ceiling in the front lobby as opposed to replacing it; and they would like to see a different decorative feature on the west wall of the auditorium. Further discussion ensued concerning the sliding doors.

It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to award the contract for interior improvements at Progress Park Plaza to Junior's Construction Inc., Santa Fe Springs, California, in the amount of \$363,733, and direct staff to work with the contractor to address the issues raised above; and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos

NOES: None

ABSENT: None

ABSTAIN: None

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**NEW BUSINESS**

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14. AWARD OF  
CONTRACT  
Commercial

Planning Director Carver gave the report and presented a PowerPoint presentation.

Rehabilitation Project at  
15504-15508 Paramount  
Boulevard  
CF 54.12

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to award the contract for Commercial Rehabilitation Program construction services at 15504-15508 Paramount Boulevard to Ever Builders in the total amount of \$122,000 with \$97,600 from Community Development Block Grant (CDBG) funds and \$22,400 from property owner funds. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos  
NOES: None  
ABSENT: None  
ABSTAIN: None

15. APPROVAL  
Authorization to  
Purchase Civic Center  
Monument Signs (City  
Project No. 9134)  
CF 92

Public Works Director Figueroa gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to authorize the purchase and installation of three monument signs at the Civic Center, Clearwater Building and City Hall from Bravo Sign & Design, Inc., Anaheim, California, in the amount of \$80,000. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos  
NOES: None  
ABSENT: None  
ABSTAIN: None

16. RESOLUTION NO.  
21:008  
Affirming the Fiscal Year  
2021-2022 Budget for  
the Use of Funds  
Provided by the Road  
Repair and  
Accountability Act of  
2017 (SB 1)  
CF 94

Public Works Director Figueroa gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to read by title only and adopt Resolution No. 21:008, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AFFIRMING THE FISCAL YEAR 2021-2022 BUDGET FOR THE USE OF FUNDS PROVIDED BY THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)." The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos

NOES: None

ABSENT: None

ABSTAIN: None

17. RESOLUTION NO.  
21:009  
Ordering the Annual  
Engineer's Report for  
Landscape Maintenance  
District No. 81-1  
CF 25.3

Public Works Director Figueroa gave the report and presented a PowerPoint presentation.

It was moved by Vice Mayor Cuellar Stallings and seconded by Councilmember Lemons to read by title only and adopt Resolution No. 21:009, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ORDERING THE ANNUAL ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 81-1." The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos

NOES: None

ABSENT: None

ABSTAIN: None

18. APPROVAL  
Establishing a Section  
for Sustainability Action  
Items on the City Council  
Meeting Agenda  
CF 11

Assistant City Manager Andrew Vialpando gave the report and presented a PowerPoint presentation.

Councilmember Guillen commented that WRD turf replacement program would be a good item to place on the new Sustainability section of the agenda.

It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to approve establishing a Sustainability Business Section on the City Council Meeting Agenda. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos

NOES: None

ABSENT: None

ABSTAIN: None

19. CONSIDERATION  
Consideration and  
Possible Action to  
Create an Ad Hoc  
Committee to Discuss  
Matters Related to  
Homelessness in the  
City of Paramount  
CF 11.4, 69.14

City Manager John Moreno gave the report.

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to create a City Council Ad Hoc Subcommittee consisting of two City Councilmembers to discuss matters related to homelessness in the City of Paramount and authorize the Mayor to appoint two councilmembers to this Subcommittee at the April 20, 2021 City Council meeting. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos  
NOES: None  
ABSENT: None  
ABSTAIN: None

20. APPROVAL  
Appropriation of  
Additional Funds for  
Contract Planning  
Services  
CF 43.1072, 28.1

Planning Director John Carver gave the report and presented a PowerPoint presentation.

Discussion ensued concerning the necessary work required to complete the remaining administrative actions and if there is a need to proceed with enforcement against the subject businesses. Planning Director Carver commented the contractor is close to finalizing the administrative actions and the additional appropriation will allow for completion of the remaining administration actions.

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to authorize the appropriation of additional funding in an amount up to \$20,000 for contract planning services in the Fiscal Year 2021 budget and amend the existing contract to state that this amount is to complete the project. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Lemons; Vice Mayor Cuellar Stallings;  
and Mayor Olmos  
NOES: None  
ABSENT: None  
ABSTAIN: None

21. RESOLUTION NO. 21:010  
Supporting a Request for Congressional Appropriations for Three Proposed Community Projects  
CF 100
- Assistant City Manager Andrew Vialpando gave the report and presented a PowerPoint presentation.
- It was moved by Vice Mayor Cuellar Stallings and seconded by Councilmember Lemons to read by title only and adopt Resolution No. 21:010, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SUPPORTING A REQUEST FOR CONGRESSIONAL APPROPRIATIONS FOR THREE PROPOSED COMMUNITY PROJECTS." The motion was passed by the following roll call vote:
- AYES: Councilmembers Aguayo, Guillen, Lemons; Vice Mayor Cuellar Stallings; and Mayor Olmos
- NOES: None
- ABSENT: None
- ABSTAIN: None

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

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##### **Councilmembers**

Councilmember Guillen acknowledged April as National Autism Awareness month and recognized all the parents of children with autism for their heroic efforts day in and day out to support their children.

Councilmember Lemons congratulated Mayor Olmos and Vice Mayor Cuellar Stallings on being selected Mayor and Vice Mayor and thanked staff for their help over the last year as the City navigated unforeseen territory during the pandemic. She also expressed appreciation to her City Council colleagues for their support and efforts over the last year.

Councilmember Aguayo congratulated Mayor Olmos and Vice Mayor Cuellar Stallings for being selected to serve as Mayor and Vice Mayor. She reminded everyone to remain diligent as the pandemic wains and echoed Councilmember Guillen's sentiment in recognition of the parents of children with autism.

Vice Mayor Cuellar Stallings thanked the Community Services & Recreation department for their efforts in resolving the recent soccer ball incident at the Dills

Park Mini Pitch. She also requested her fellow councilmembers consensus to temporarily add a section to the Parks & Recreation Commission agenda to discuss programming for developmentally disabled individuals. The City Council concurred.

Vice Mayor Cuellar Stallings reminded every one of the importance of earthquake preparedness and encouraged residents to visit the American Red Cross web site for earthquake safety tips. She also thanked the Public Works for picking up bulky items disposed of in the alleyways and expressed concern regarding individuals running stop signs in her neighborhood. Lastly she thanked her City Council colleagues for selecting her to serve as Vice Mayor for the coming year.

Mayor Olmos expressed appreciation to the Community Services & Recreation Department for helping the City's residents get vaccination appointments. She also thanked her City Council colleagues for selecting her to serve as Mayor for the coming year and stated that she has some exciting new ideas for ways that the community to get connected to the City Council.

### **Staff**

City Manager Moreno thanked Mayor Lemons for her leadership over the last year and congratulated Mayor Olmos and Vice Mayor Cuellar Stallings for being selected to serve as Mayor and Vice Mayor.

Community Services & Recreation Director provided an update on the City's vaccination efforts including several upcoming vaccination clinics.

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At 8:38 p.m. Mayor Olmos recessed the City Council meeting to convene the meeting of the Successor Agency for the Paramount Redevelopment Agency and various Authority Boards.

The City Council meeting was called back to order at 8:47 p.m.  
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## **CLOSED SESSION**

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City Clerk Luce read a written public comment regarding the first item on the closed session agenda submitted by the following individual: Leticia Vasquez Wilson

At 8:47 p.m. the City Council recessed into closed session to discuss the matters listed below:

### **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Paragraph (1) of subdivision (d) of Section 54956.9  
Name of case: City of Lakewood, et al v. Central  
Basis Municipal Water District; Case No. Los Angeles  
County Superior Court Case Number 19STCP03882.

### **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8  
Property: 16280 Paramount Blvd., Suite C  
Agency negotiator: City Manager  
Negotiating parties: NAIA Capital/LA Monarca  
Under negotiation: Price.

Mayor Olmos called the meeting back to order in open session at 9:29 p.m. with all Councilmembers present.

City Attorney Cavanaugh stated that the City Council held a duly authorized closed session to discuss the two matters listed above and reported the following:

For the first item (CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION), by unanimous vote, the City Council agreed to enter into the settlement agreements for the case and the case will be resolved upon execution of the agreement.

For the second item CONFERENCE WITH REAL PROPERTY NEGOTIATORS), there was no decision with respect to a final report at this time.

**ADJOURNMENT**

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There being no further business to come before the City Council, Mayor Olmos adjourned the meeting at 9:30 p.m. to a meeting on April 20, 2021 at 5:00 p.m.

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Brenda Olmos, Mayor

ATTEST:

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Heidi Luce, City Clerk

**PARAMOUNT CITY COUNCIL  
MINUTES OF AN ADJOURNED MEETING  
APRIL 20, 2021**

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

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**CALL TO ORDER:** The adjourned meeting of the Paramount City Council was called to order by Mayor Brenda Olmos at 5:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

**ROLL CALL OF COUNCILMEMBERS**

Present: Councilmember Isabel Aguayo  
Councilmember Peggy Lemons  
Vice Mayor Vilma Cuellar Stallings  
Mayor Brenda Olmos

Absent: Councilmember Laurie Guillen

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

**AYES:** Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos

**NOES:** None

**ABSENT:** Councilmember Guillen

**ABSTAIN:** None

**STAFF PRESENT:**

John Moreno, City Manager  
John E. Cavanaugh, City Attorney  
Andrew Vialpando, Assistant City Manager  
John Carver, Planning Director  
Adriana Figueroa, Public Works Director  
David Johnson, Com. Serv. & Recreation Director  
Karina Liu, Finance Director  
Adriana Lopez, Public Safety Director  
Rebecca Bojorquez, Management Analyst  
Danny Elizarraras, Management Analyst  
Heidi Luce, City Clerk  
Anthony Martinez, Management Analyst II  
Daniel Martinez, Information Technology Analyst I  
Viridana Reyes, Information Technology Analyst II  
Elida Zaragoza, Information Technology Specialist

### **CITY COUNCIL PUBLIC COMMENT UPDATES**

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CF 10.4

City Manager Moreno responded to comments made by Gerald Cerda and Nita Juhasz at the April 6, 2021 City Council meeting.

### **PUBLIC COMMENTS**

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CF 10.3

The following individuals addressed the City Council via teleconference and provided public comments: Alfredo Banuelos, Jose de Leon, and Alejandro Yanez.

### **CONSENT CALENDAR**

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1. ACCEPTANCE OF WORK  
Construction of the  
Ralph C. Dills Park Mini  
Pitch Soccer Court  
Concrete Slab (City  
Project No. 9150)  
CF CIP 9150

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to accept the work performed by C.S. Legacy Construction, Chino, California, for the Dills Park Mini Pitch Court improvements project and authorize payment of the remaining retention. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos  
NOES: None  
ABSENT: Councilmember Guillen  
ABSTAIN: None

### **OLD BUSINESS**

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2. CONSIDERATION  
Review of Future  
Community Garden  
Development Options  
CF 74.12

Community Services & Recreation Director Johnson gave the report and presented a PowerPoint presentation.

Mayor Olmos suggested surveying the current holders of two garden plot to determine if any would be willing to relinquish on of their plots.

The following individual addressed the City Council via teleconference and provided public comments regarding this: Alfredo Banuelos.

In response to Mr. Banuelos' comments, City Manager Moreno explained that SCE does not allow

leases that provide for overnight parking but staff is still pursuing other options to address parking issues in parking impacted neighborhoods.

It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to pursue a lease with SCE for a community garden; develop costs for design and construction of community gardens at the SCE property and All-American Park, include these costs in the proposed Fiscal Year 2022 Budget; and revise current gardening policies for the Orange Cortland garden to restrict use to one garden plot per resident. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos

NOES: None

ABSENT: Councilmember Guillen

ABSTAIN: None

3. ORAL REPORT  
Commercial Sign  
Regulations  
CF 93

Planning Director Carver gave the report and presented a PowerPoint presentation providing an overview of the existing sign regulations in the City's commercial areas, including the Central Business District.

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**NEW BUSINESS**

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4. AWARD OF CONTRACT  
Housing Rehabilitation  
Construction Services at  
6506 San Luis Street  
CF 69.13

Planning Director Carver gave the report and presented a PowerPoint presentation.

City Clerk Luce read a written public comment regarding this item submitted by the following individual: Marilyn Carcamo Hidalgo

In response to Ms. Hidalgo's question, Planning Director Carver provided a brief overview of the commercial rehabilitation program.

It was moved by Vice Mayor Cuellar Stallings and seconded by Councilmember Aguayo to award the contract for construction services to VV&G Construction in the total amount of \$38,595 from

Federal HOME funds for construction services for housing rehabilitation at 6506 San Luis Street. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos

NOES: None

ABSENT: Councilmember Guillen

ABSTAIN: None

5. RECEIVE AND FILE  
Proposed Park Shelter  
and Picnic Area Rental  
Procedures  
CF 60.2

Community Services & Recreation Director Johnson gave the report and presented a PowerPoint presentation.

Discussion ensued concerning capacity of each of the shelter groups and the process for enforcing the capacity limit. Further discussion ensued concerning the possibility of increasing the number of guest allowed in the larger shelter group.

It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to receive and file the report and to direct staff to allow for increased capacity at Shelters 8A and 8B given the fact that those two shelters are able to accommodate larger groups. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos

NOES: None

ABSENT: Councilmember Guillen

ABSTAIN: None

6. APPROVAL  
Appropriation of  
Additional Funds for  
Communications  
Professional Services  
CF 43.1037

Assistant City Manager Vialpando gave the report.

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to approve an amendment to the contract with Tripepi Smith for a one-time appropriation increase of \$15,500 for communication professional services, for a total contract amount not to exceed \$55,000 for Fiscal Year 2021. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos  
NOES: None  
ABSENT: Councilmember Guillen  
ABSTAIN: None

7. APPROVAL Public Works Director Figueroa gave the report.  
Authorization to Execute a Memorandum of Understanding Between the City of Paramount, the California Urban Forests Council, and West Coast Arborists, Inc., Regarding the Circle 4 – Amplify Urban Forest Project  
CF 43  
It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to enter into a memorandum of understanding (MOU) with the California Urban Forests Council and West Coast Arborists, Inc., for the CIRCLE 4 – AMPLIFY the Urban Forest project and direct the Public Works Director to execute the MOU. The motion was passed by the following roll call vote:  
AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos  
NOES: None  
ABSENT: Councilmember Guillen  
ABSTAIN: None
8. AWARD OF CONTRACT Public Works Director Figueroa gave the report.  
Replacement of Air Conditioning Units at Progress Park Plaza and Associated Budget Adjustment (City Project No. 9178)  
CF CIP 9178  
It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to award the contract for the replacement of AC units at Progress Park Plaza to KLM HVAC & Refrigeration, Los Alamitos, California, in the amount of \$34,000; authorize the Mayor or her designee to execute the agreement; and authorize a budget adjustment in the amount of \$34,000. The motion was passed by the following roll call vote:  
AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos  
NOES: None  
ABSENT: Councilmember Guillen  
ABSTAIN: None

9.     **AWARD OF CONTRACT**     Public Works Director Figueroa gave the report.  
      Replacement of  
      Electrical Vault at Spane     It was moved by Councilmember Lemons and  
      Park and Associated     seconded by Vice Mayor Cuellar Stallings to award  
      Budget Adjustment     the contract for the replacement of electrical vault at  
      CF     Spane Park to CalWest Lighting Services, Inc.,  
             Downey, California, in the amount of \$28,000;  
             authorize the Mayor or her designee to execute the  
             agreement; and authorize a budget adjustment in the  
             amount of \$8,000. The motion was passed by the  
             following roll call vote:
- AYES:         Councilmembers Aguayo, Lemons;  
                                  Vice Mayor Cuellar Stallings; and  
                                  Mayor Olmos  
                  NOES:         None  
                  ABSENT:     Councilmember Guillen  
                  ABSTAIN:    None
10.    **APPROVAL**  
      Appointment of City  
      Commissioners  
      CF 27
- A public comment request for this item was submitted  
          by Alfredo Banuelos but, Mr. Banuelos did not answer  
          when called to give his public comments.
- Mayor Olmos announced the following Commission  
          appointments:
- Planning Commission  
          Jaime Abrego and Luis Bautista to be reappointed;  
          Ernie Esparza, George Gutierrez, and Gordon  
          Weisenburger to continue to serve.
- Public Works Commission  
          Gerardo Ruiz and Linda Timmons to be appointed;  
          Rosemary Vasquez, Alvin Parks, and Tony Warfield  
          to continue to serve.
- Parks and Recreation Commission  
          Alicia Anderson, Ardavan Davari, Charlene Landry,  
          Elizabeth Madrigal, and Alejandro Maldonado to  
          continue to serve.
- Public Safety Commission  
          Marcie Bridges, Annette Delgadillo, Russ Hanson,  
          Rosemary Mendez, and Dora Sanchez to continue to  
          serve.



Senior Services Commission

Virginia Chavez, Margarita Osuna, Elsa Padilla, Claudia Quinones, and Patricia Winiecki to continue to serve.

It was moved by Vice Mayor Cuellar Stallings and seconded by Councilmember Lemons to approve the appointments to the Planning, Public Works, Parks and Recreation, Public Safety, and Senior Services Commissions. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos  
NOES: None  
ABSENT: Councilmember Guillen  
ABSTAIN: None

11. APPROVAL  
Mayor's Appointments  
CF 10.5

Mayor Olmos announced appointments of councilmembers to serve as delegates and/or alternate delegates for the various committees and outside agencies.

It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to approve the appointments as presented by Mayor Olmos. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Lemons;  
Vice Mayor Cuellar Stallings; and  
Mayor Olmos  
NOES: None  
ABSENT: Councilmember Guillen  
ABSTAIN: None

**COMMENTS/COMMITTEE REPORTS**

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**Councilmembers**

Councilmember Aguayo announced that this week is Mosquito Awareness Week and Greater Los Angeles County Vector Control district has educational resources available on its web site and various social media platforms.

She also commented that PUSD is hosting a Pantry to Families Event on Wednesday, April 21 from 7:30 a.m. to 11:30 a.m. and encouraged residents in need to take advantage of this resource.

Lastly she reminded residents about the Virtual Neighborhood Watch meeting scheduled for Wednesday and the vaccination clinic on Thursday.

Councilmember Lemons reported that the SELACO Workforce Development Board will be returning to full function as of July.

Vice Mayor Cuellar Stallings welcomed Smoke & Fire Social Eatery to the community and encouraged residents to patronize the City's local restaurants. She also reported that the City of Long Beach is seeking volunteers to help at the facility recently approved to house migrant children.

Mayor Olmos encouraged all residents to take responsibility and call the Sheriff's Station immediately if they hear or see any street takeover events. She also suggested that the banner be put back up reminding people of the penalties associated with street racing violations.

Mayor Olmos also asked for her colleagues' consensus to direct staff to research possibilities for instituting a Community Hero Award and a regular Coffee with Council event. Councilmember Lemons commented that she would be in support of a Community Hero Award but she would like to see the criteria outlined to help determine an appropriate frequency. Mayor Olmos also commented on the George Floyd verdict and former President Barak Obama's powerful words and sent her prayers to all the affected families

### **Staff**

City Manager Moreno commented that staff will put the street racing banner back up and that the City Attorney will give a presentation at an upcoming City Council meeting to provide an overview of the street racing ordinances and review the successes achieved thus far.

He also reported that the City received notification of two additional vaccination clinics scheduled for this weekend at the Paramount Park Community Center on Saturday, from 9:00 a.m. to 3:00 p.m. run by Clinica Medica Hispana and on Sunday from 8:00 a.m to 4:00 p.m. run by Paramount Family Pharmacy.

Lastly he reported that representatives from South Coast AQMD will be at the May 4, 2021 City Council meeting to give a presentation on the air monitoring plan they instituted in Paramount a few years ago.

#### **ADJOURNMENT**

There being no further business to come before the City Council, Mayor Olmos adjourned the meeting at 6:42 p.m. to a meeting on May 4, 2020 at 6:00 p.m.

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Brenda Olmos, Mayor

ATTEST:

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Heidi Luce, City Clerk

MAY 4, 2021

REGISTER OF DEMANDS

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
April 30, 2021  
Pre-issue Checks**

| Check Number | Vendor Name                   | Amount           | Description                             |
|--------------|-------------------------------|------------------|---|
| 319451       | A Y NURSERY, INC.             | 413.25           | PW - LANDSCAPE MNTC SUPPLIES            |
|              | Vendor Total                  | <b>413.25</b>    |   |
| 319239       | ADMINISTRATIVE SERVICES CO-OP | 1,916.35         | CSR - TAXI TRANSIT SVCS (2/21)          |
|              | Vendor Total                  | <b>1,916.35</b>  |   |
| 319423       | ADVANCE ELEVATOR, INC         | 300.00           | PW - ELEVATOR MNTC (4/21)               |
|              | Vendor Total                  | <b>300.00</b>    |   |
| 319156       | ADVANCED AQUATIC TECHNOLOGY   | 975.00           | PW - CIVIC CENTER FOUNTAIN MNTC (3/21)  |
| 319452       |                               | 975.00           | PW - CIVIC CENTER FOUNTAIN MNTC (4/21)  |
|              | Vendor Total                  | <b>1,950.00</b>  |   |
| 319453       | ADVANCED CHEMICAL TRANSPORT,  | 217.03           | PW - HAZARDOUS WASTE DISPOSAL SVCS      |
|              | Vendor Total                  | <b>217.03</b>    |   |
| 319240       | AFLAC                         | 2,047.92         | AFLAC VOLUNTARY INSURANCE (2/21)        |
| 319424       |                               | 2,047.92         | AFLAC VOLUNTARY INSURANCE (3/21)        |
|              |                               | -55.80           | AFLAC VOLUNTARY INS ADJ (RS)            |
|              | Vendor Total                  | <b>4,040.04</b>  |   |
| 319365       | AIRGAS                        | 96.60            | PW - STREET MNTC SUPPLIES               |
|              | Vendor Total                  | <b>96.60</b>     |   |
| 319206       | AKM CONSULTING ENGINEERS, INC | 31,652.05        | CIP - WELL #16 CONSTRUCTION MGMT (2/21) |
| 319425       |                               | 27,242.60        | CIP - WELL #16 CONSTRUCTION MGMT (3/21) |
|              | Vendor Total                  | <b>58,894.65</b> |   |
| 319317       | ALIN PARTY SUPPLY CO.         | 162.57           | CSR - RECREATION SUPPLIES               |
|              |                               | 93.37            | CSR - RECREATION SUPPLIES               |
|              | Vendor Total                  | <b>255.94</b>    |   |
| 319244       | ALS GROUP USA, CORP           | 148.50           | PW - WATER CHEMICAL TESTING             |
|              |                               | 130.50           | PW - WATER CHEMICAL TESTING             |
|              |                               | 130.50           | PW - WATER CHEMICAL TESTING             |
|              |                               | 126.00           | PW - WATER CHEMICAL TESTING             |
|              |                               | 126.00           | PW - WATER CHEMICAL TESTING             |
|              |                               | 36.00            | PW - WATER CHEMICAL TESTING             |
|              |                               | 36.00            | PW - WATER CHEMICAL TESTING             |
|              |                               | 36.00            | PW - WATER CHEMICAL TESTING             |
|              |                               | 11.50            | PW - WATER CHEMICAL TESTING             |
|              | Vendor Total                  | <b>781.00</b>    |   |
| 319221       | ANDERSON, KIMBERLY            | 200.00           | PS - HOME SECURITY REBATE PROGRAM       |
|              | Vendor Total                  | <b>200.00</b>    |   |
| 319341       | ARELLANO, DAVID               | 90.00            | PW - WATER TREATMENT CERT (DA)          |
|              | Vendor Total                  | <b>90.00</b>     |   |
| 319157       | AT & T                        | 52.79            | GEN - PARAMOUNT POOL INTERNET (3/21)    |
| 319222       |                               | 112.35           | GEN - CLRWTR INTERNET (3/21)            |
| 319284       |                               | 96.30            | GEN - COM CTR INTERNET (4/21)           |
| 319285       |                               | 53.50            | GEN - SPLASH PAD INTERNET (3/21)        |
| 319454       |                               | 52.79            | GEN - PARAMOUNT POOL INTERNET (4/21)    |
| 319366       |                               | 6,478.30         | GEN - TELEPHONE SERVICE (3/21)          |
|              |                               | 1,122.73         | PW - WATER SYSTEM SERVICE (3/21)        |
|              | Vendor Total                  | <b>7,968.76</b>  |   |
| 319245       | AT&T MOBILITY                 | 39.77            | CSR - CELLULAR SERVICE (3/21)           |
|              |                               | 1,196.65         | CSR - STAR CELLULAR SERVICE (3/21)      |
| 319455       |                               | 44.87            | PW - CELLULAR SERVICE (4/21)            |
|              |                               | 44.87            | FIN - CELLULAR SERVICE (4/21)           |
|              | Vendor Total                  | <b>1,326.16</b>  |   |

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
April 30, 2021  
Pre-issue Checks**

| Check Number | Vendor Name                    | Amount           | Description                              |
|--------------|--------------------------------|------------------|--|
| 319223       | ATKINSON, ANDELSON, LOYA       | 306.00           | HR - LEGAL SVCS (2/21)                   |
|              |                                | 544.00           | HR - COLLECTIVE BARGAINING SVCS (2/21)   |
|              | Vendor Tota                    | <b>850.00</b>    |  |
| 319195       | AVENUMUNISERVICES              | 4,356.10         | FIN - PROF/TECHNICAL SVCS (1/21 - 3/21)  |
|              | Vendor Tota                    | <b>4,356.10</b>  |  |
| 319196       | AZPEITIA, ANA                  | 104.71           | PS - HOME SECURITY REBATE PROGRAM        |
|              | Vendor Tota                    | <b>104.71</b>    |  |
| 319224       | BEIGHTON, DAVE                 | 1,450.00         | PS - DETECTIVE SPECIALIST (3/13 - 3/26)  |
| 319385       |                                | 1,550.00         | PS - DETECTIVE SPECIALIST (3/27 - 4/9)   |
|              | Vendor Tota                    | <b>3,000.00</b>  |  |
| 319386       | BELTRAN                        | 20.25            | WTR DEP REF - 15821 PERILLA #4           |
|              | Vendor Tota                    | <b>20.25</b>     |  |
| 319456       | BENNETT-BOWEN LIGHTHOUSE       | 158.55           | PW - WATER OPER MNTC SVCS                |
|              | Vendor Tota                    | <b>158.55</b>    |  |
| 319318       | BIOMETRICS4ALL, INC            | 180.00           | HR - FINGERPRINTING SVCS (3/21)          |
|              | Vendor Tota                    | <b>180.00</b>    |  |
| 319387       | BOCANEGRA                      | 16.38            | WTR DEP REF - 7327 WALNUT                |
|              | Vendor Tota                    | <b>16.38</b>     |  |
| 319388       | BOULDOUKIAN                    | 159.69           | WTR DEP REF - 15343 ILLINOIS             |
|              | Vendor Tota                    | <b>159.69</b>    |  |
| 319319       | BRAVO SIGN & DESIGN INC        | 39,051.07        | CSR - PARK SIGNS                         |
|              | Vendor Tota                    | <b>39,051.07</b> |  |
| 319261       | BRIGHTVIEW LANDSCAPE           | 30,141.57        | PW - LANDSCAPE MNTC SVCS (4/21)          |
|              |                                | 14,457.59        | PW - MEDIAN MNTC SVCS (4/21)             |
| 319457       |                                | 4,259.79         | PW - LANDSCAPE MNTC SVCS                 |
|              |                                | 4,089.04         | PW - LANDSCAPE MNTC SVCS                 |
|              |                                | 2,840.22         | PW - LANDSCAPE MNTC SVCS                 |
|              |                                | 530.80           | PW - LANDSCAPE MNTC SVCS                 |
|              | Vendor Tota                    | <b>56,319.01</b> |  |
| 319246       | BROWN BOLT & NUT CORP.         | 77.05            | PW - FACILITY MNTC SUPPLIES              |
|              | Vendor Tota                    | <b>77.05</b>     |  |
| 319426       | BUCKNAM & ASSOCIATES, INC      | 3,990.00         | CIP - WELL #16 PROGRAM MGT (3/21)        |
|              |                                | 3,119.40         | PW - WATER CONSULTING SVCS (3/21)        |
|              | Vendor Tota                    | <b>7,109.40</b>  |  |
| 319427       | C S LEGACY CONSTRUCTION        | 42,677.77        | CIP - DILLS PARK MINI PITCH COURT(12/20) |
|              | Vendor Tota                    | <b>42,677.77</b> |  |
| 319225       | CALIFORNIA ASSOCIATION OF CODE | 150.00           | PS - CACEO TRAINING (MM, MY)             |
|              |                                | 25.00            | PS - CACEO TRAINING (NH)                 |
|              |                                | 25.00            | PS - CACEO TRAINING (JD)                 |
|              |                                | 25.00            | PS - CACEO TRAINING (BC)                 |
|              |                                | 25.00            | PS - CACEO TRAINING (NH)                 |
|              |                                | 25.00            | PS - CACEO TRAINING (JD)                 |
|              |                                | 25.00            | PS - CACEO TRAINING (BC)                 |
|              |                                | 19.00            | PS - CACEO TRAINING (NH)                 |
|              |                                | 19.00            | PS - CACEO TRAINING (JD)                 |
|              |                                | 19.00            | PS - CACEO TRAINING (BC)                 |
|              | Vendor Tota                    | <b>357.00</b>    |  |

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
April 30, 2021  
Pre-issue Checks**

| Check Number | Vendor Name                    | Amount            | Description                          |
|--------------|--------------------------------|-------------------|--------------------------------------|
| 319342       | CALIFORNIA BUILDING STANDARDS  | 164.70            | REMITTANCE SB1473 (1/21 - 3/21)      |
|              |                                | 18.30             | ADMIN FEE SB1473 (1/21 - 3/21)       |
|              |                                | -18.30            | ADMIN FEE SB1473 (1/21 - 3/21)       |
|              | Vendor Tota                    | <b>164.70</b>     |                                      |
| 14485        | CALIFORNIA PUBLIC EMPLOYEES'   | 97,651.81         | MEDICAL INSURANCE (ACTIVE) - 4/21    |
|              |                                | 8,008.00          | MEDICAL INSURANCE (RETIRED) - 4/21   |
|              |                                | 363.33            | MEDICAL INSURANCE (ADMIN FEE) - 4/21 |
| 14489        |                                | 39,336.36         | PERS RETIREMENT - PPE 3/12           |
| 14490        |                                | 10,270.30         | PERS RETIREMENT - CC 3/21            |
| 14491        |                                | 2,864.42          | PERS RETIREMENT - PPE 3/12           |
| 14492        |                                | 497.46            | PERS RETIREMENT - CC 3/21            |
| 14493        |                                | 39,336.36         | PERS RETIREMENT - PPE 3/26           |
| 14494        |                                | 10,556.44         | PERS RETIREMENT - PPE 3/26           |
| 14497        |                                | 736.11            | GEN - REPL BENEFIT CONTRIBUTION 2021 |
| 14508        |                                | 168,000.00        | PERS UNFUNDED LIABILITY (ADDITIONAL) |
|              |                                | 9,000.00          | PERS UNFUNDED LIABILITY (ADDITIONAL) |
|              |                                | 23,000.00         | PERS UNFUNDED LIABILITY (ADDITIONAL) |
|              | Vendor Tota                    | <b>409,620.59</b> |                                      |
| 319262       | CALIFORNIA STEEPLEJACK         | 944.78            | PW - FACILITY MNTC SVCS              |
| 319286       |                                | 1,709.63          | PW - FLAGPOLE REPAIRS                |
|              | Vendor Tota                    | <b>2,654.41</b>   |                                      |
| 319247       | CALPERS LONG-TERM CARE PROGRAM | 31.27             | CALPERS LTC - PPE 3/26 (AF)          |
| 319428       |                                | 31.27             | CALPERS LTC - PPE 4/9 (AF)           |
|              | Vendor Tota                    | <b>62.54</b>      |                                      |
| 319343       | CANALES, PAMELA                | 200.00            | PS - HOME SECURITY REBATE PROGRAM    |
|              | Vendor Tota                    | <b>200.00</b>     |                                      |
| 319429       | CASA GAMINO                    | 10,000.00         | PL - SBA RELIEF (CASA GAMINO)        |
|              | Vendor Tota                    | <b>10,000.00</b>  |                                      |
| 319226       | CAUDILLO, FREDDY               | 200.00            | PS - HOME SECURITY REBATE PROGRAM    |
|              | Vendor Tota                    | <b>200.00</b>     |                                      |
| 319320       | CDW GOVERNMENT, INC.           | 24.14             | GEN - COMPUTER MNTC SUPPLIES         |
|              | Vendor Tota                    | <b>24.14</b>      |                                      |
| 319207       | CENTRAL BASIN MUNI WATER DIST  | 235,050.81        | PW - PURCHASED WATER (2/21)          |
|              | Vendor Tota                    | <b>235,050.81</b> |                                      |
| 319227       | CHICAGO TITLE COMPANY          | 125.00            | PL - NOC FEES (8519 CHESTER)         |
|              |                                | 95.00             | PL - NOC FEES (15360 PERILLA)        |
|              | Vendor Tota                    | <b>220.00</b>     |                                      |
| 319389       | CHIDAN CONSTRUCTION CO         | 15.88             | WTR DEP REF - 8334 WILBARN           |
|              | Vendor Tota                    | <b>15.88</b>      |                                      |

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
April 30, 2021  
Pre-issue Checks**

| Check Number | Vendor Name                  | Amount            | Description                           |
|--------------|------------------------------|-------------------|---------------------------------------|
| 319344       | CINTAS #053                  | 42.66             | PW - UNIFORM SVC (FACILITIES)         |
|              |                              | 141.30            | PW - UNIFORM SVC (LANDSCAPE)          |
|              |                              | 25.89             | PW - UNIFORM SVC (ROADS)              |
|              |                              | 23.96             | PW - UNIFORM SVC (WTR PROD)           |
|              |                              | 192.27            | PW - UNIFORM SVC (WTR DIST)           |
|              |                              | 21.55             | PW - UNIFORM SVC (WTR CUST SVC)       |
|              |                              | 42.66             | PW - UNIFORM SVC (FACILITIES)         |
|              |                              | 32.62             | PW - UNIFORM SVC (LANDSCAPE)          |
|              |                              | 201.75            | PW - UNIFORM SVC (ROADS)              |
|              |                              | 20.89             | PW - UNIFORM SVC (WTR PROD)           |
|              |                              | 17.60             | PW - UNIFORM SVC (WTR DIST)           |
|              |                              | 21.55             | PW - UNIFORM SVC (WTR CUST SVC)       |
|              |                              | 61.72             | PW - UNIFORM SVC (FACILITIES)         |
|              |                              | 99.29             | PW - UNIFORM SVC (LANDSCAPE)          |
|              |                              | 40.58             | PW - UNIFORM SVC (ROADS)              |
|              |                              | 20.89             | PW - UNIFORM SVC (WTR PROD)           |
|              |                              | 36.66             | PW - UNIFORM SVC (WTR DIST)           |
|              |                              | 21.55             | PW - UNIFORM SVC (WTR CUST SVC)       |
|              |                              | .00               | PW - UNIFORM SVC (WTR CUST SVC)       |
|              |                              | 41.88             | PW - UNIFORM SVC (FACILITIES)         |
|              |                              | 36.50             | PW - UNIFORM SVC (LANDSCAPE)          |
|              |                              | 114.14            | PW - UNIFORM SVC (ROADS)              |
|              |                              | 20.63             | PW - UNIFORM SVC (WTR PROD)           |
|              |                              | 17.45             | PW - UNIFORM SVC (WTR DIST)           |
|              |                              | 21.19             | PW - UNIFORM SVC (WTR CUST SVC)       |
|              |                              | 42.91             | PW - UNIFORM SVC (FACILITIES)         |
|              |                              | 36.50             | PW - UNIFORM SVC (LANDSCAPE)          |
|              |                              | 66.62             | PW - UNIFORM SVC (ROADS)              |
|              |                              | 20.63             | PW - UNIFORM SVC (WTR PROD)           |
|              |                              | 17.45             | PW - UNIFORM SVC (WTR DIST)           |
|              |                              | 21.19             | PW - UNIFORM SVC (WTR CUST SVC)       |
|              | Vendor Tota                  | <b>1,522.48</b>   |                                       |
| 319458       | CINTAS FIRE PROTECTION       | 130.00            | PW - FIRE PROTECTION SVCS             |
|              | Vendor Tota                  | <b>130.00</b>     |                                       |
| 319169       | CIT TECHNOLOGY FIN SERV, INC | 175.90            | PW - COPIER (3/21)                    |
|              | Vendor Tota                  | <b>175.90</b>     |                                       |
| 14460        | CITY OF PARAMOUNT PAYROLL    | 638.95            | NET PAYROLL - SPEC 03/26              |
| 14470        |                              | 299,612.67        | NET PAYROLL - PPE 3/26                |
| 14486        |                              | 345.40            | NET PAYROLL - SPEC 4/2                |
| 14498        |                              | 277,186.44        | NET PAYROLL - PPE 04/09               |
|              | Vendor Tota                  | <b>577,783.46</b> |                                       |
| 319228       | CITY OF PARAMOUNT WATER DEPT | 9,231.76          | GEN - PARKS & FACILITIES (1/21-2/21)  |
|              |                              | 24,513.72         | PW - MEDIAN IRRIGATION (1/21-2/21)    |
|              |                              | 652.15            | GEN - ASSESSMENT DISTRICT (1/21-2/21) |
|              |                              | 37.08             | GEN - CLRWTR BUILDING (1/21-2/21)     |
|              |                              | 240.04            | GEN - PARAMOUNT PARK (1/21-2/21)      |
|              |                              | 1,103.32          | PW - PARAMOUNT PARK (1/21-2/21)       |
|              | Vendor Tota                  | <b>35,778.07</b>  |                                       |
| 319300       | CITY OF SANTA FE SPRINGS     | 16,142.32         | PW - TRAFFIC SIGNAL MNTC (11/20)      |
|              |                              | 14,469.06         | PW - TRAFFIC SIGNAL MNTC (10/20)      |
|              |                              | 5,498.89          | PW - TRAFFIC SIGNAL MNTC (12/20)      |
|              | Vendor Tota                  | <b>36,110.27</b>  |                                       |
| 319321       | CLEANSTREET                  | 17,384.90         | PW - STREET SWEEPING (3/21)           |
|              | Vendor Tota                  | <b>17,384.90</b>  |                                       |



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| 319263       | COAST FITNESS REPAIR SHOP      | 225.00           | PS - GYM EQUIPMENT MNTC                 |
|              | Vendor Tota                    | <b>225.00</b>    |   |
| 319390       | COMMERCIAL BUILDING MANAGEMENT | 10,120.05        | PW - JANITORIAL SVCS (3/21)             |
|              | Vendor Tota                    | <b>10,120.05</b> |   |
| 319301       | CONTINENTAL INTERPRETING       | 500.00           | CC - COMMUNITY INTERPRETER (3/16)       |
|              |                                | 350.00           | CC - COMMUNITY INTERPRETER (2/2)        |
|              |                                | 350.00           | CC - COMMUNITY INTERPRETER (2/17)       |
|              |                                | 350.00           | CC - COMMUNITY INTERPRETER (3/2)        |
|              |                                | 125.00           | CC - TRANSLATION SVCS (AGENDA - 1/22)   |
|              |                                | 125.00           | CC - TRANSLATION SVCS (AGENDA - 4/2)    |
|              |                                | 100.00           | CC - TRANSLATION SVCS (AGENDA - 1/22)   |
|              |                                | 100.00           | CC - TRANSLATION SVCS (AGENDA - 2/15)   |
|              |                                | 100.00           | CC - TRANSLATION SVCS (AGENDA - 2/15)   |
|              |                                | 100.00           | CC - TRANSLATION SVCS (AGENDA - 4/2)    |
|              |                                | 100.00           | PS - TRANSLATION SVCS (PKG - 4/2)       |
|              |                                | 75.00            | PL - TRANSLATION SVCS (PN - 4/13)       |
|              | Vendor Tota                    | <b>2,375.00</b>  |   |
| 319197       | CORELOGIC SOLUTIONS, LLC       | 170.50           | PS - PROPERTY DATA SVCS (3/21)          |
| 319459       |                                | 170.50           | PS - PROPERTY DATA SVCS (4/21)          |
|              | Vendor Tota                    | <b>341.00</b>    |   |
| 319430       | COST RECOVERY SYSTEM, INC.     | 8,500.00         | FIN - STATE MANDATE PREPARATION (FY 21) |
|              | Vendor Tota                    | <b>8,500.00</b>  |   |
| 319264       | CRIME SCENE STERI-CLEAN, LLC   | 750.00           | PS - CRIME SCENE CLEANING (3/26)        |
|              | Vendor Tota                    | <b>750.00</b>    |   |
| 319431       | CROWD CONTROL WAREHOUSE        | 1,146.60         | PW - FACILITY MNTC SUPPLIES             |
|              | Vendor Tota                    | <b>1,146.60</b>  |   |
| 319302       | DATA TICKET, INC               | 5,017.71         | PS - PARKING CITATION SVCS (2/21)       |
|              |                                | 307.00           | PS - NOISE DISTURBANCE SVCS (11/20)     |
|              |                                | 200.00           | PS - NOISE DISTURBANCE SVCS (2/21)      |
|              |                                | 200.00           | PS - NOISE DISTURBANCE SVCS (1/21)      |
|              |                                | 158.00           | PS - ADMIN CITATION SVCS (1/21)         |
|              | Vendor Tota                    | <b>5,882.71</b>  |   |
| 319391       | DAVIS                          | 14.00            | WTR DEP REF - 8743 VANS                 |
|              | Vendor Tota                    | <b>14.00</b>     |   |
| 319265       | DE LAGE LANDEN                 | 215.33           | CSR - COM CTR COPIER (4/21)             |
|              | Vendor Tota                    | <b>215.33</b>    |   |
| 319158       | DELL MARKETING L.P.            | 2,015.00         | GEN - CONTINGENCY LAPTOP                |
| 319345       |                                | 3,780.37         | GEN - SERVER WARRANTY RENEWAL           |
| 319460       |                                | 4,898.94         | GEN - SERVER WARRANTY RENEWAL           |
|              | Vendor Tota                    | <b>10,694.31</b> |   |
| 319303       | DEPARTMENT OF WATER AND POWER  | 500.00           | PW - RIGHT-OF-WAY USE (4/21 - 3/22)     |
|              | Vendor Tota                    | <b>500.00</b>    |   |
| 319266       | DEPT OF CONSERVATION           | 146.53           | SMI FEE (1/21 - 3/21)                   |
| 319304       |                                | 364.00           | PL - SMI FEE (10/20 - 12/20)            |
|              | Vendor Tota                    | <b>510.53</b>    |   |
| 319322       | DIAMOND ENVIRONMENTAL SERVICES | 321.23           | PW - SALUD PARK RESTROOM (3/21)         |
| 319461       |                                | 209.27           | PW - DILLS PARK RESTROOM                |
|              | Vendor Tota                    | <b>530.50</b>    |   |
| 319305       | DIRECTV                        | 81.99            | PS - EOC SATELLITE SVCS (4/21)          |
|              | Vendor Tota                    | <b>81.99</b>     |   |

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| 319346       | DIVISION OF THE STATE         | 2,812.00         | SB 1186 BUSINESS ACCESS FEE (1/21-3/21) |
|              |                               | -2,812.00        | SB 1186 BUSINESS ACCESS FEE (1/21-3/21) |
|              |                               | 281.20           | SB 1186 FEE - STATE PORTION (1/21-3/21) |
|              | Vendor Tota                   | <b>281.20</b>    |   |
| 319392       | DOMINGUEZ                     | 2.24             | WTR DEP REF - 6509 SAN MIGUEL           |
|              | Vendor Tota                   | <b>2.24</b>      |   |
| 319393       | DON DEVORE                    | 50.89            | WTR DEP REF - 7317 SOMERSET             |
|              | Vendor Tota                   | <b>50.89</b>     |   |
| 319394       | DOUGLAS ENVIRONMENTAL GROUP,  | 1,250.00         | PW - WATER OPER MNTC SVCS               |
|              | Vendor Tota                   | <b>1,250.00</b>  |   |
| 319198       | EIDE BAILLY, LLP              | 5,000.00         | FIN - AUP SVCS - CR (FY 2020)           |
|              |                               | 4,000.00         | SA - AUDIT SVCS (FY 2020)               |
|              | Vendor Tota                   | <b>9,000.00</b>  |   |
| 14483        | ELAVON, INC                   | 266.96           | GEN - PL CREDIT CARD TERMINAL SVCS      |
| 14484        |                               | 242.68           | GEN - CS CREDIT CARD TERMINAL SVCS      |
|              | Vendor Tota                   | <b>509.64</b>    |   |
| 14461        | EMPLOYMENT DEVELOPMENT DEPT   | 8.14             | STATE PAYROLL TAX - SPEC 03/26          |
| 14471        |                               | 11,015.11        | STATE PAYROLL TAX - PPE 3/26            |
| 14499        |                               | 10,315.04        | STATE PAYROLL TAX - PPE 4/9             |
|              | Vendor Tota                   | <b>21,338.29</b> |   |
| 319323       | ENVIRONMENTAL SCIENCE         | 6,887.00         | PW - CLIMATE ACTION PLAN (2/21) - LEAP  |
|              | Vendor Tota                   | <b>6,887.00</b>  |   |
| 319248       | ETERNITY CARPET               | 1,600.00         | CP - CHRISTMAS TRAIN SUPPLIES           |
|              | Vendor Tota                   | <b>1,600.00</b>  |   |
| 319395       | EXCEL PAVING CO               | 748.68           | WTR DEP REF - 8429 CONSTRUCTION HARRISO |
|              | Vendor Tota                   | <b>748.68</b>    |   |
| 319462       | FACILITY WERX, INC            | 807.03           | PW - DISINFECTANT SUPPLIES (COVID-19)   |
|              | Vendor Tota                   | <b>807.03</b>    |   |
| 319463       | FAJARDO, REBECCA              | 200.00           | PS - HOME SECURITY REBATE PROGRAM       |
|              | Vendor Tota                   | <b>200.00</b>    |   |
| 319464       | FEDEX                         | 31.76            | GEN - POSTAGE EXPENSE                   |
|              | Vendor Tota                   | <b>31.76</b>     |   |
| 319170       | FERGUSON ENTERPRISES, INC     | 13.92            | PW - FACILITY MNTC SUPPLIES             |
| 319367       |                               | 39.42            | PW - FACILITY MNTC SUPPLIES             |
|              | Vendor Tota                   | <b>53.34</b>     |   |
| 319368       | FILARSKY & WATT LLP           | 155.00           | HR - LEGAL SVCS (3/21)                  |
|              | Vendor Tota                   | <b>155.00</b>    |   |
| 319396       | FIRST VEHICLE SERVICES        | 27,044.58        | PW - VEHICLE MNTC SVCS (4/21)           |
|              |                               | 2,807.08         | PW - VEHICLE NON-CONTRACT MNTC (3/21)   |
|              | Vendor Tota                   | <b>29,851.66</b> |   |
| 319465       | FRONTIER COMMUNICATIONS OF CA | 90.56            | GEN - PS CIRCUIT LINE (4/21)            |
|              | Vendor Tota                   | <b>90.56</b>     |   |
| 319397       | FUENTES                       | 1.15             | WTR DEP REF - 6815 SAN MIGUEL           |
|              | Vendor Tota                   | <b>1.15</b>      |   |

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| 319171       | FULLER ENGINEERING INC     | 318.35          | PW - FACILITY MNTC SUPPLIES              |
| 319369       |                            | 439.98          | PW - FACILITY MNTC SUPPLIES              |
| 319466       |                            | 235.94          | PW - FACILITY MNTC SUPPLIES              |
|              |                            | 223.57          | PW - FACILITY MNTC SUPPLIES              |
|              | Vendor Tota                | <b>1,217.84</b> |  |
| 319159       | FUSION                     | 209.08          | GEN - STATION INTERNET (4/21)            |
|              |                            | 189.71          | GEN - PROGRESS PLAZA INTERNET (4/21)     |
|              |                            | 162.61          | GEN - PARAMOUNT PARK INTERNET (4/21)     |
|              | Vendor Tota                | <b>561.40</b>   |  |
| 319398       | GALINDO                    | 9.27            | WTR DEP REF - 15739 ARAVACA              |
|              | Vendor Tota                | <b>9.27</b>     |  |
| 319347       | GARCIA-SANCHEZ, MARTIN     | 500.00          | FACILITY DEPOSIT REF(GARCIA-SANCHEZ-6259 |
|              | Vendor Tota                | <b>500.00</b>   |  |
| 319370       | GARIBALDO'S NURSERY        | 793.88          | PW - LANDSCAPE MNTC SUPPLIES             |
|              |                            | 717.23          | PW - LANDSCAPE MNTC SUPPLIES             |
| 319467       |                            | 147.83          | PW - LANDSCAPE MNTC SUPPLIES             |
|              | Vendor Tota                | <b>1,658.94</b> |  |
| 319324       | GAS COMPANY                | 5,712.10        | GEN - FACILITIES NATURAL GAS (3/21)      |
|              |                            | 213.46          | GEN - CLRWTR NATURAL GAS (3/21)          |
|              |                            | 298.78          | PW - WELLS #13 & #14 NATURAL GAS (3/21)  |
|              | Vendor Tota                | <b>6,224.34</b> |  |
| 319325       | GBS LINENS                 | 357.60          | CSR - LAUNDRY SVCS (3/29)                |
|              | Vendor Tota                | <b>357.60</b>   |  |
| 319348       | GODINEZ, JOSE              | 200.00          | PS - HOME SECURITY REBATE PROGRAM        |
|              | Vendor Tota                | <b>200.00</b>   |  |
| 319432       | GOLDEN STATE WATER COMPANY | 489.97          | PW - MEDIAN IRRIGATION (3/21)            |
|              |                            | 2,445.80        | GEN - ALL AMERICAN PARK WATER (3/21)     |
|              | Vendor Tota                | <b>2,935.77</b> |  |
| 319468       | GONZALEZ, JANELLE          | 200.00          | PS - HOME SECURITY REBATE PROGRAM        |
|              | Vendor Tota                | <b>200.00</b>   |  |
| 319249       | GRAINGER                   | 536.12          | PW - FACILITY MNTC SUPPLIES              |
| 319371       |                            | 1,704.41        | PW - GENERAL SMALL TOOLS                 |
|              |                            | 1,032.59        | PW - FACILITY MNTC SUPPLIES              |
|              |                            | 643.45          | PW - FACILITY MNTC SUPPLIES              |
|              |                            | 6.12            | PW - FACILITY MNTC SUPPLIES              |
|              |                            | -527.85         | PW - FACILITY MNTC SUPPLIES (CREDIT)     |
| 319433       |                            | 1,036.00        | PW - WATER OPER MNTC SUPPLIES            |
|              | Vendor Tota                | <b>4,430.84</b> |  |
| 319399       | GUTIERREZ                  | 30.41           | WTR DEP REF - 8335 ROSECRANS             |
|              | Vendor Tota                | <b>30.41</b>    |  |
| 319372       | H & H NURSERY INC.         | 84.46           | PW - LANDSCAPE MNTC SUPPLIES             |
|              | Vendor Tota                | <b>84.46</b>    |  |
| 319267       | HARRELL & COMPANY ADVISORS | 3,000.00        | SA - ROPS 21-22 PREPARATION              |
|              | Vendor Tota                | <b>3,000.00</b> |  |
| 14459        | HASLER MAILING SYSTEMS     | 2,500.00        | GEN - POSTAGE METER (3/16)               |
| 14480        |                            | 500.00          | GEN - POSTAGE METER (3/30)               |
|              | Vendor Tota                | <b>3,000.00</b> |  |

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| 319172       | HD SUPPLY WHITE CAP CONST     | 363.43          | PW - TRAFFIC SAFETY SUPPLIES           |
| 319250       |                               | 693.34          | PW - FACILITY MNTC SUPPLIES            |
| 319469       |                               | 113.02          | PW - FACILITY MNTC SUPPLIES            |
|              | Vendor Tota                   | <b>1,169.79</b> |  |
| 319173       | HERRERA, MIKE                 | 60.00           | PW - WATER OPERATOR CERT (MH)          |
|              | Vendor Tota                   | <b>60.00</b>    |  |
| 319326       | HOME DEPOT CRC/GECE           | 450.86          | CSR - RECREATION SUPPLIES              |
|              | Vendor Tota                   | <b>450.86</b>   |  |
| 319268       | HOME DEPOT/GECE               | 51.13           | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | 75.46           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 17.06           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 42.90           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 16.15           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 350.53          | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 146.69          | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | 40.33           | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | 440.78          | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 51.56           | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | 39.60           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 797.28          | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | 39.39           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 88.17           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 38.51           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 133.53          | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | 16.50           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 33.00           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 23.86           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 67.07           | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | 52.16           | PW - LANDSCAPE MNTC SUPPLIES           |
|              |                               | 93.59           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 50.68           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 18.37           | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 373.68          | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 46.58           | PW - GRAFFITI REMOVAL SUPPLIES         |
|              |                               | -10.72          | PW - FACILITY MNTC SUPPLIES (CREDIT)   |
|              |                               | .00             | PW - FACILITY MNTC SUPPLIES (CREDIT)   |
|              | Vendor Tota                   | <b>3,133.84</b> |  |
| 319373       | HOTSY                         | 304.65          | CSR - STAR SUPPLIES                    |
|              | Vendor Tota                   | <b>304.65</b>   |  |
| 319306       | HUMAN SERVICES ASSOCIATION    | 1,574.70        | CSR - ENP MEALS (2/21)                 |
|              | Vendor Tota                   | <b>1,574.70</b> |  |
| 319400       | IMAGE 2000, INC               | 33.92           | FIN - COPIER MNTC (4/21)               |
|              |                               | 33.92           | CSR - COPIER MNTC (4/21)               |
|              | Vendor Tota                   | <b>67.84</b>    |  |
| 319401       | INDIVIDUAL FOOD SERVICE       | 1,147.50        | PW - GRAFFITI REMOVAL SUPPLIES         |
|              | Vendor Tota                   | <b>1,147.50</b> |  |
| 319434       | INDUSTRIAL TECHNICAL SERVICES | 175.00          | PW - FACILITY MNTC SVCS                |
|              | Vendor Tota                   | <b>175.00</b>   |  |
| 319327       | INK HEAD DESIGN & PRINTS      | 1,576.80        | PW - UNIFORMS                          |
|              | Vendor Tota                   | <b>1,576.80</b> |  |
| 319208       | INTERFACE SYSTEMS, LLC        | 317.46          | PS - FIRE MONITORING SVC (4/21 - 6/21) |
|              | Vendor Tota                   | <b>317.46</b>   |  |

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| 14462        | INTERNAL REVENUE SERVICE | 60.36            | FED PAYROLL TAX - SPEC 03/26           |
|              |                          | 22.54            | MEDICARE PAYMENT - SPEC 03/26          |
| 14472        |                          | 31,419.18        | FED PAYROLL TAX - PPE 3/26             |
|              |                          | 11,039.24        | MEDICARE PAYMENT - PPE 3/26            |
| 14487        |                          | 11.00            | MEDICARE PAYMENT - SPEC 4/2            |
| 14500        |                          | 28,370.34        | FED PAYROLL TAX - PPE 4/9              |
|              |                          | 10,194.42        | MEDICARE PAYMENT - PPE 4/9             |
|              | Vendor Tota              | <b>81,117.08</b> |  |
| 319160       | IRON MOUNTAIN, INC       | 518.07           | GEN - OFFSITE TAPE VAULTING SVC (2/21) |
|              | Vendor Tota              | <b>518.07</b>    |  |

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| 319161       | JANKOVICH COMPANY | 965.08   | PW - FLEET FUEL (2/1 - 2/7)    |
|              |                   | 825.95   | PW - FLEET FUEL (2/1 - 2/7)    |
|              |                   | 771.99   | PW - FLEET FUEL (2/15 - 2/21)  |
|              |                   | 715.73   | PW - FLEET FUEL (2/22 - 2/28)  |
|              |                   | 647.85   | PW - FLEET FUEL (2/22 - 2/28)  |
|              |                   | 580.87   | PW - FLEET FUEL (2/15 - 2/21)  |
|              |                   | 505.03   | PW - FLEET FUEL (2/8 - 2/14)   |
|              |                   | 409.83   | PW - FLEET FUEL (2/8 - 2/14)   |
|              |                   | 321.05   | PW - FLEET FUEL (2/22 - 2/28)  |
|              |                   | 305.79   | PW - FLEET FUEL (2/1 - 2/7)    |
|              |                   | 285.79   | PW - FLEET FUEL (2/15 - 2/21)  |
|              |                   | 263.50   | PW - FLEET FUEL (2/8 - 2/14)   |
|              |                   | 259.90   | PW - FLEET FUEL (2/15 - 2/21)  |
|              |                   | 219.77   | PW - FLEET FUEL (2/8 - 2/14)   |
|              |                   | 217.94   | PW - FLEET FUEL (2/15 - 2/21)  |
|              |                   | 182.43   | PW - FLEET FUEL (2/1 - 2/7)    |
|              |                   | 170.69   | PW - FLEET FUEL (2/22 - 2/28)  |
|              |                   | 145.13   | PW - FLEET FUEL (2/22 - 2/28)  |
|              |                   | 87.79    | PW - FLEET FUEL (2/22 - 2/28)  |
|              |                   | 45.61    | PW - FLEET FUEL (2/1 - 2/7)    |
| 319174       |                   | 1,661.20 | PS - FLEET FUEL (3/8 - 3/14)   |
|              |                   | 275.62   | PS - FLEET FUEL (3/8 - 3/14)   |
|              |                   | 123.30   | PS - FLEET FUEL (3/8 - 3/14)   |
| 319209       |                   | 143.88   | CSR - FLEET FUEL (3/1 - 3/7)   |
|              |                   | 115.50   | CSR - FLEET FUEL (3/8 - 3/14)  |
| 319229       |                   | 122.30   | PS - FLEET FUEL (3/15 - 3/21)  |
|              |                   | 47.98    | PL - FLEET FUEL (3/15 - 3/21)  |
| 319269       |                   | 381.71   | PS - FLEET FUEL (3/15 - 3/21)  |
| 319328       |                   | 70.71    | PL - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 25.45    | AS - FLEET FUEL (3/22 - 3/31)  |
| 319349       |                   | 1,602.94 | PS - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 240.27   | PS - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 202.76   | CSR - FLEET FUEL (3/22 - 3/31) |
|              |                   | 79.16    | CSR - FLEET FUEL (1/8 - 1/14)  |
|              |                   | 77.70    | CSR - FLEET FUEL (2/15 - 2/21) |
|              |                   | 44.77    | CSR - FLEET FUEL (2/22 - 2/28) |
|              |                   | 35.00    | CSR - FLEET FUEL (3/15 - 3/21) |
|              |                   | 29.95    | CSR - FLEET FUEL (1/1 - 1/7)   |
|              |                   | 1,313.36 | PW - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 898.61   | PW - FLEET FUEL (3/22 - 3/31)  |
| 319402       |                   | 870.20   | PW - FLEET FUEL (3/1 - 3/7)    |
|              |                   | 769.39   | PW - FLEET FUEL (3/8 - 3/14)   |
|              |                   | 657.68   | PW - FLEET FUEL (3/15 - 3/21)  |
|              |                   | 636.18   | PW - FLEET FUEL (3/1 - 3/7)    |
|              |                   | 617.35   | PW - FLEET FUEL (3/15 - 3/21)  |
|              |                   | 602.72   | PW - FLEET FUEL (3/8 - 3/14)   |
|              |                   | 479.53   | PW - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 409.99   | PW - FLEET FUEL (3/15 - 3/21)  |
|              |                   | 399.62   | PW - FLEET FUEL (3/8 - 3/14)   |
|              |                   | 333.97   | PW - FLEET FUEL (3/8 - 3/14)   |
|              |                   | 290.84   | PW - FLEET FUEL (3/1 - 3/7)    |
|              |                   | 285.51   | PS - FLEET FUEL (4/1 - 4/7)    |
|              |                   | 202.04   | PW - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 187.60   | PW - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 175.34   | PW - FLEET FUEL (3/15 - 3/21)  |
|              |                   | 140.70   | PW - FLEET FUEL (3/22 - 3/31)  |
|              |                   | 90.45    | AS - FLEET FUEL (4/1 - 4/7)    |
|              |                   | 88.92    | PW - FLEET FUEL (3/8 - 3/14)   |
|              |                   | 71.76    | PW - FLEET FUEL (3/1 - 3/7)    |
|              |                   | 70.15    | PW - FLEET FUEL (3/8 - 3/14)   |

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| 319402       | JANKOVICH COMPANY              | 55.60            | PS - FLEET FUEL (4/1 - 4/7)             |
|              |                                | 19.88            | PW - FLEET FUEL (3/15 - 3/21)           |
| 319470       |                                | 76.08            | PL - FLEET FUEL (4/8 - 4/14)            |
|              | Vendor Tota                    | <b>22,951.39</b> |   |
| 319270       | JCS AUTOMATION, LLC            | 500.00           | PW - WATER OPER MNTC SVCS               |
|              | Vendor Tota                    | <b>500.00</b>    |   |
| 319271       | JK DESIGNS, INC                | 45,000.00        | CIP - 19TH AMENDMENT SCULPTURE (DEP)    |
|              | Vendor Tota                    | <b>45,000.00</b> |   |
| 319350       | JMD NET                        | 2,500.00         | GEN - COMPUTER NETWORK SUPPORT (3/21)   |
|              | Vendor Tota                    | <b>2,500.00</b>  |   |
| 319162       | JMG SECURITY SYSTEMS, INC      | 289.80           | PW - SECURITY SYSTEM MNTC (PROGRESS PK) |
|              | Vendor Tota                    | <b>289.80</b>    |   |
| 319163       | JOE GONSALVES & SON INC        | 3,000.00         | CC - LEGISLATIVE LOBBYIST (4/21)        |
|              | Vendor Tota                    | <b>3,000.00</b>  |   |
| 319307       | JOHN L HUNTER                  | 1,728.75         | PW - STORMWATER MGMT SVCS (1/21)        |
|              | Vendor Tota                    | <b>1,728.75</b>  |   |
| 319251       | JOHN'S WHOLESALE ELECTRIC, INC | 131.42           | PW - FACILITY MNTC SUPPLIES             |
|              | Vendor Tota                    | <b>131.42</b>    |   |
| 319272       | KELLOGG SUPPLY INC.            | 995.82           | PW - LANDSCAPE MNTC SUPPLIES            |
|              | Vendor Tota                    | <b>995.82</b>    |   |
| 319175       | KELTERITE CORPORATION          | 206.50           | PW - STREET MNTC SUPPLIES               |
| 319273       |                                | 209.86           | PW - STREET MNTC SUPPLIES               |
|              | Vendor Tota                    | <b>416.36</b>    |   |
| 319176       | KINGDOM CAUSES BELLFLOWER      | 4,996.81         | PS - RENTAL ASSISTANCE ADMIN (2/21)     |
|              | Vendor Tota                    | <b>4,996.81</b>  |   |
| 319329       | KLM, INC.                      | 475.10           | PW - A/C SYSTEM SVCS (PRESCHOOL)        |
| 319435       |                                | 645.83           | PW - A/C SYSTEM SVCS (CITY YARD)        |
|              |                                | 641.78           | PW - A/C SYSTEM SVCS (WELL #15)         |
|              |                                | 495.00           | PW - A/C SYSTEM SVCS (CITY HALL)        |
|              |                                | 325.00           | PW - A/C SYSTEM SVCS (PROGRESS PLAZA)   |
|              |                                | 309.89           | PW - A/C SYSTEM SVCS (CLRWTR)           |
|              |                                | 225.00           | PW - KITCHEN REF MNTC (CLRWTR)          |
|              |                                | 191.00           | PW - A/C SYSTEM SVCS (SPANE PARK)       |
|              |                                | 140.00           | PW - A/C SYSTEM SVCS (FINE ARTS)        |
| 319471       |                                | 828.80           | PW - A/C SYSTEM SVCS (CITY HALL)        |
|              |                                | 320.00           | PW - KITCHEN REF MNTC (PROGRESS PLAZA)  |
|              | Vendor Tota                    | <b>4,597.40</b>  |   |
| 319403       | KONE, INC                      | 1,182.06         | PW - CLRWTR ELEVATOR MNTC (4/21 - 6/21) |
|              | Vendor Tota                    | <b>1,182.06</b>  |   |
| 319436       | KTS NETWORKS, INC.             | 200.00           | GEN - TELEPHONE MNTC (3/30)             |
|              | Vendor Tota                    | <b>200.00</b>    |   |
| 319210       | L A COUNTY DEPT OF PUBLIC WORK | 6,902.18         | PW - INDUSTRIAL WASTE SVCS (2/21)       |
| 319211       |                                | 352.00           | PW - INDUSTRIAL WASTE FEE (WELL #15)    |
|              | Vendor Tota                    | <b>7,254.18</b>  |   |
| 319199       | L A COUNTY DISTRICT ATTORNEY   | 11,814.80        | PS - D.A. LEGAL SVCS (2/21)             |
|              | Vendor Tota                    | <b>11,814.80</b> |   |

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| 319177       | L A COUNTY SHERIFF           | 476,650.80          | PS - GENERAL LAW ENFORCEMENT (2/21)    |
|              |                              | 135,412.12          | PS - SPECIAL ASSIGNMENT OFFICER (2/21) |
|              |                              | 44,260.50           | PS - SERGEANT SVCS (2/21)              |
|              |                              | 421.26              | PS - VEHICLE MDC (2/21)                |
|              |                              | 1,845.04            | PS - SPECIAL OPERATION (1/21)          |
|              |                              | 6,413.29            | PS - STREET RACING (JAG-VD) - 1/19     |
| 319404       |                              | 476,650.80          | PS - GENERAL LAW ENFORCEMENT (3/21)    |
|              |                              | 135,412.12          | PS - SPECIAL ASSIGNMENT OFFICER (3/21) |
|              |                              | 44,260.50           | PS - SERGEANT SERVICES (3/21)          |
|              |                              | 421.26              | PS - VEHICLE MDC (3/21)                |
|              |                              | 13,990.69           | PS - CRIME SUPPRESSION (SCOPS) - 1/21  |
|              |                              | 13,990.69           | PS - CRIME SUPPRESSION (1/21)          |
|              |                              | 23,232.00           | PS - VEHICLE MDC (3)                   |
|              |                              | 6,656.65            | PS - CRIME SUPPRESSION (SCOPS) - 2/21  |
|              |                              | 6,656.64            | PS - CRIME SUPPRESSION (2/21)          |
|              |                              | 12,138.41           | PS - TRANSIT ENFORCEMENT (1/21)        |
|              |                              | 1,383.78            | PS - SPECIAL OPERATIONS (2/21)         |
|              |                              | 7,520.31            | PS - STREET RACING (JAG-VD) - 2/11     |
|              |                              | 8,613.82            | PS - TRAFFIC ENFORCEMENT (2/21)        |
|              |                              | 3,586.41            | PS - PARTY PATROL (SCOPS) - 2/21       |
|              |                              | 1,793.20            | PS - CRIME SUPPRESSION (SCOPS) - 2/21  |
|              |                              | 878.16              | PS - SUPERVISOR OVERTIME (2/21)        |
|              | Vendor Tota                  | <b>1,422,188.45</b> |  |
| 319230       | L A SIGNS & BANNERS          | 987.25              | CP - CITY LOGO REPLACEMENT             |
| 319274       |                              | 304.29              | CP - MILITARY BANNER PROGRAM           |
|              | Vendor Tota                  | <b>1,291.54</b>     |  |
| 319374       | LACO STEEL                   | 13.23               | PW - FACILITY MNTC SUPPLIES            |
|              | Vendor Tota                  | <b>13.23</b>        |  |
| 319351       | LAVENTANT, OSCAR             | 190.98              | PS - HOME SECURITY REBATE PROGRAM      |
|              | Vendor Tota                  | <b>190.98</b>       |  |
| 319164       | LDI COLOR TOOLBOX            | 51.43               | PW - COPIER OVERAGE (3/21)             |
| 319330       |                              | 187.30              | PS - COPIER OVERAGE (3/21)             |
| 319472       |                              | 47.42               | PW - COPIER OVERAGE (4/21)             |
|              | Vendor Tota                  | <b>286.15</b>       |  |
| 319178       | LINCOLN AQUATICS             | 307.24              | PW - FACILITY MNTC SUPPLIES            |
|              | Vendor Tota                  | <b>307.24</b>       |  |
| 319241       | LINCOLN NATIONAL LIFE INS CO | 528.81              | VOLUNTARY LIFE INSURANCE (3/21)        |
|              | Vendor Tota                  | <b>528.81</b>       |  |



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| 319275       | LINDSAY LUMBER CO., INC     | 12.11            | PW - STREET MNTC SUPPLIES         |
| 319376       |                             | 722.84           | PW - STREET MNTC SUPPLIES         |
|              |                             | 663.11           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 635.41           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 502.68           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 469.93           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 441.55           | PW - STREET MNTC SUPPLIES         |
|              |                             | 419.05           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 359.57           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 292.88           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 281.51           | PW - STREET MNTC SUPPLIES         |
|              |                             | 178.19           | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 160.15           | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 143.88           | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 127.80           | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 77.14            | PW - STREET MNTC SUPPLIES         |
|              |                             | 65.54            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 48.44            | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 45.18            | PW - LANDSCAPE MNTC SUPPLIES      |
|              |                             | 43.61            | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 41.77            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 40.51            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 35.11            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 28.38            | PW - GRAFFITI REMOVAL SUPPLIES    |
|              |                             | 28.20            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 28.09            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 27.55            | PW - STREET MNTC SUPPLIES         |
|              |                             | 27.55            | PW - STREET MNTC SUPPLIES         |
|              |                             | 27.55            | PW - STREET MNTC SUPPLIES         |
|              |                             | 24.21            | PW - STREET MNTC SUPPLIES         |
|              |                             | 15.42            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 14.33            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 14.32            | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 10.78            | PW - STREET MNTC SUPPLIES         |
|              |                             | 7.98             | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 7.71             | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 7.03             | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 4.40             | PW - STREET MNTC SUPPLIES         |
|              |                             | 3.31             | PW - FACILITY MNTC SUPPLIES       |
|              |                             | 3.18             | PW - FACILITY MNTC SUPPLIES       |
|              | Vendor Tota                 | <b>6,087.95</b>  |                                   |
| 319165       | LOGMEIN COMMUNICATIONS, INC | 12,523.41        | CIP - PHONE SYSTEM UPGRADE        |
|              | Vendor Tota                 | <b>12,523.41</b> |                                   |
| 319212       | LOPEZ, JUVENAL              | 2,000.00         | PL - RES RENT (14814 SAN ANTONIO) |
|              | Vendor Tota                 | <b>2,000.00</b>  |                                   |
| 319200       | LUCERO, VICTOR              | 150.00           | IMPOUND FEE REFUND (LUCERO)       |
|              | Vendor Tota                 | <b>150.00</b>    |                                   |
| 319179       | M. HARA LAWNMOWER CENTER    | 135.78           | PW - LANDSCAPE MNTC SUPPLIES      |
| 319377       |                             | 567.24           | PW - LANDSCAPE MNTC SUPPLIES      |
|              |                             | 328.50           | PW - LANDSCAPE MNTC SUPPLIES      |
|              | Vendor Tota                 | <b>1,031.52</b>  |                                   |
| 319276       | M/D PLUMBING                | 235.00           | PW - FACILITY MNTC SVCS           |
|              |                             | 90.00            | PW - FACILITY MNTC SVCS           |
|              | Vendor Tota                 | <b>325.00</b>    |                                   |

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| 319405       | MADRID                         | 14.52             | WTR DEP REF - 7128 SAN VICENTE          |
|              | Vendor Tota                    | <b>14.52</b>      |   |
| 319201       | MADRIGAL, MARIA                | 200.00            | PS - HOME SECURITY REBATE PROGRAM       |
|              | Vendor Tota                    | <b>200.00</b>     |   |
| 319406       | MAGNUM PROPERTY INVESTMENTS    | 43.04             | WTR DEP REF - 8315 ROSECRANS            |
|              | Vendor Tota                    | <b>43.04</b>      |   |
| 319166       | MATRIX TRUST TPA 000363        | 3,030.78          | RETIREE HEALTH TRUST (1/21 - 6/21)      |
| 319180       |                                | 4,604.36          | RETIREE HEALTH TRUST (TC) (3/21 - 6/21) |
|              | Vendor Tota                    | <b>7,635.14</b>   |   |
| 319181       | MCMaster-CARR SUPPLY CO        | 421.10            | PW - FACILITY MNTC SUPPLIES             |
|              |                                | 78.33             | PW - FACILITY MNTC SUPPLIES             |
| 319252       |                                | 382.44            | PW - FACILITY MNTC SUPPLIES             |
| 319378       |                                | 112.20            | PW - FACILITY MNTC SUPPLIES             |
| 319407       |                                | 218.39            | GEN - OFFICE SUPPLIES                   |
|              | Vendor Tota                    | <b>1,212.46</b>   |   |
| 319408       | MDG ASSOCIATES, INC            | 29,000.00         | CIP - PROGRESS PLAZA IMP                |
|              | Vendor Tota                    | <b>29,000.00</b>  |   |
| 319231       | MICHAEL BAKER INTERNATIONAL    | 5,290.00          | PL - PLANNING SVCS (2/21)               |
|              | Vendor Tota                    | <b>5,290.00</b>   |   |
| 319409       | MIRANDA                        | 14.46             | WTR DEP REF - 14310 ORIZABA             |
|              | Vendor Tota                    | <b>14.46</b>      |   |
| 319352       | MMC, INC                       | 131,100.00        | CIP - WELL #16 CONSTRUCTION (2/21)      |
|              | Vendor Tota                    | <b>131,100.00</b> |   |
| 319287       | MOBILE RELAY ASSOCIATES        | 725.00            | GEN - WIRELESS SITE RENT (4/21)         |
|              | Vendor Tota                    | <b>725.00</b>     |   |
| 319410       | MOORE IACOFANO GOLTSMAN, INC   | 19,011.25         | PL - HOUSING ELEMENT (1/21- 2/21 LEAP)  |
|              |                                | 3,925.00          | PL - HOUSING ELEMENT (12/20 - LEAP)     |
|              | Vendor Tota                    | <b>22,936.25</b>  |   |
| 319288       | MRC SMART TECHNOLOGY SOLUTIONS | 1,571.00          | GEN - PRINTER TONER (4/21)              |
|              | Vendor Tota                    | <b>1,571.00</b>   |   |
| 319353       | MRS ENVIRONMENTAL INC          | 52,414.30         | PL - ENV ANALYSIS (WORLD ENERGY) - 3/21 |
|              | Vendor Tota                    | <b>52,414.30</b>  |   |
| 319437       | NETWORK INNOVATIONS US, INC    | 296.01            | PS - SATELLITE PHONE SVC (3/21)         |
|              | Vendor Tota                    | <b>296.01</b>     |   |
| 319354       | NEVAREZ, MARTIN                | 100.00            | PL - AIR PURIFIER & HVAC REBATE         |
|              | Vendor Tota                    | <b>100.00</b>     |   |
| 319182       | NIKKI'S FLAGS                  | 221.68            | PW - FLAGS                              |
| 319277       |                                | 147.79            | PW - FLAGS                              |
|              | Vendor Tota                    | <b>369.47</b>     |   |
| 319355       | NNC PARAMOUNT TERRACE, LLC     | 2,000.00          | PL - RES RENT (13947 PARAMOUNT #114)    |
|              | Vendor Tota                    | <b>2,000.00</b>   |   |
| 319411       | NOBEL SYSTEMS, INC             | 13,500.00         | PW - GIS SYSTEM (GEOVIEWER)             |
|              | Vendor Tota                    | <b>13,500.00</b>  |   |

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| 319213       | OFFICE DEPOT, INC.            | 97.01           | CSR - STAR SUPPLIES                    |
| 319232       |                               | 131.98          | PS - OFFICE SUPPLIES                   |
|              |                               | 13.53           | PS - OFFICE SUPPLIES (TAX)             |
|              |                               | -13.53          | OFFICE DEPOT                           |
|              |                               | -34.99          | PS - OFFICE SUPPLIES (CREDIT)          |
|              |                               | -3.59           | PS - OFFICE SUPPLIES (CREDIT) (TAX)    |
|              |                               | 3.59            | OFFICE DEPOT                           |
| 319253       | 319308                        | 992.91          | CSR - STAR SUPPLIES                    |
|              |                               | 53.04           | FIN - OFFICE SUPPLIES                  |
|              |                               | 2.80            | FIN - OFFICE SUPPLIES                  |
| 319331       | 319356                        | 994.90          | CSR - STAR SUPPLIES                    |
|              |                               | 994.90          | CSR - STAR SUPPLIES                    |
|              |                               | 170.13          | FIN - OFFICE SUPPLIES                  |
|              |                               | 945.50          | CSR - STAR SUPPLIES                    |
|              |                               | 908.02          | CSR - STAR SUPPLIES                    |
|              |                               | 9.91            | CSR - STAR SUPPLIES                    |
|              | Vendor Tota                   | <b>5,266.11</b> |  |
| 319183       | OFFICE SOLUTIONS              | 668.07          | PW - OFFICE SUPPLIES                   |
|              |                               | 13.79           | GEN - OFFICE SUPPLIES                  |
|              |                               | -200.42         | PW - OFFICE SUPPLIES (CREDIT)          |
| 319309       |                               | 199.39          | CM - OFFICE SUPPLIES                   |
|              |                               | 60.64           | GEN - OFFICE SUPPLIES                  |
| 319379       |                               | 55.07           | PW - FACILITY MNTC SUPPLIES            |
| 319473       |                               | 859.95          | PW - GLOVES (COVID-19)                 |
|              |                               | 739.66          | GEN - OFFICE SUPPLIES                  |
|              |                               | 422.70          | GEN - OFFICE SUPPLIES                  |
|              |                               | 34.73           | PW - OFFICE SUPPLIES                   |
|              |                               | 31.70           | GEN - OFFICE SUPPLIES                  |
|              | Vendor Tota                   | <b>2,885.28</b> |  |
| 14482        | OPENEDGE                      | 2,340.07        | GEN - UB WEB BANK CHARGES (3/21)       |
|              | Vendor Tota                   | <b>2,340.07</b> |  |
| 319202       | OVERLAND PACIFIC & CUTLER INC | 113.75          | PL - PROPERTY MGMT SVCS (2/21)         |
|              | Vendor Tota                   | <b>113.75</b>   |  |
| 319233       | PACIFIC OFFICE PRODUCTS       | 19.73           | PL - OFFICE SUPPLIES                   |
|              |                               | 3.25            | PL - OFFICE SUPPLIES                   |
|              | Vendor Tota                   | <b>22.98</b>    |  |
| 319474       | PACIFIC RIM AUTOMATION, INC.  | 1,050.00        | PW - SCADA SYSTEM MNTC (4/21)          |
|              | Vendor Tota                   | <b>1,050.00</b> |  |
| 319438       | PARAMOUNT CHAMBER OF COMMERCE | 350.00          | CP - PULSE BEAT CITY SCAPE (4/21)      |
|              | Vendor Tota                   | <b>350.00</b>   |  |
| 319203       | PARAMOUNT EAST CENTER, LP     | 845.26          | SA - PARKING LOT MAINTENANCE (CY 2020) |
|              | Vendor Tota                   | <b>845.26</b>   |  |
| 319278       | PARAMOUNT JOURNAL             | 154.00          | CM - PUBLISHED NOTICE (3/11)           |
|              |                               | 101.75          | CM - PUBLISHED NOTICE (3/11)           |
|              |                               | 101.75          | CM - PUBLISHED NOTICE (3/11)           |
| 319289       |                               | 85.25           | PL - PUBLISHED NOTICE (3/11)           |
| 319332       |                               | 200.75          | CM - PUBLISHED NOTICE (2/11)           |
|              |                               | 101.75          | CM - PUBLISHED NOTICE (2/11)           |
|              |                               | 101.75          | CM - PUBLISHED NOTICE (2/11)           |
|              |                               | 96.25           | CM - PUBLISHED NOTICE (3/4)            |
|              |                               | 82.50           | CM - PUBLISHED NOTICE (3/18)           |
|              |                               | 82.50           | CM - PUBLISHED NOTICE (3/18)           |
|              | Vendor Tota                   | <b>1,108.25</b> |  |

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|--------------|---------------------------------|------------------|---|
| 319204       | PARKER, WILLIAM ADAM            | 100.00           | PL - AIR PURIFIER/HVAC FILTER REBATE    |
|              | Vendor Tota                     | <b>100.00</b>    |   |
| 319333       | PARKINS & ASSOCIATES            | 1,250.00         | PW - PARK MNTC CONSULTANT (3/21)        |
|              | Vendor Tota                     | <b>1,250.00</b>  |   |
| 319380       | PET WASTE ELIMINATOR            | 382.79           | PW - LANDSCAPE MNTC SUPPLIES            |
|              | Vendor Tota                     | <b>382.79</b>    |   |
| 319254       | PETTY CASH                      | 857.11           | PETTY CASH REPLENISHMENT                |
| 319290       |                                 | 220.00           | PC - PLANNING COMMISSION MEETING        |
|              | Vendor Tota                     | <b>1,077.11</b>  |   |
| 319357       | PI RICHFIELD AVENUE LLC         | 2,000.00         | PL - RES RENT (7227 RICHFIELD #19)      |
|              | Vendor Tota                     | <b>2,000.00</b>  |   |
| 319214       | POLYDOT                         | 3,362.50         | CP - AROUND TOWN (3/21)                 |
|              | Vendor Tota                     | <b>3,362.50</b>  |   |
| 319255       | POOL & ELECTRICAL PRODUCTS, INC | 3.49             | PW - FACILITY MNTC SUPPLIES             |
| 319334       |                                 | 56.35            | PW - FACILITY MNTC SUPPLIES             |
|              |                                 | 42.20            | PW - FACILITY MNTC SUPPLIES             |
|              |                                 | 24.71            | PW - FACILITY MNTC SUPPLIES             |
|              | Vendor Tota                     | <b>126.75</b>    |   |
| 319234       | PSOMAS                          | 22,104.75        | CIP - WSAB BIKEWAY PHASE 2 (2/21-ATP)   |
|              | Vendor Tota                     | <b>22,104.75</b> |   |
| 319215       | Q DOXS                          | 653.78           | CSR - COPIER USAGE (3/21)               |
|              |                                 | 281.28           | CSR - COPIER USAGE OVERAGE (2/21)       |
| 319291       |                                 | 78.28            | PL - COPIER USAGE (1/21)                |
|              |                                 | 78.90            | PL - COPIER USAGE OVERAGE (12/20)       |
|              |                                 | 78.28            | PL - COPIER USAGE (2/21)                |
|              | Vendor Tota                     | <b>1,170.52</b>  |   |
| 319335       | QUALITY CODE PUBLISHING         | 3,693.60         | CM - MUNICIPAL CODE PRINTING            |
|              | Vendor Tota                     | <b>3,693.60</b>  |   |
| 319256       | RAYVERN LIGHTING SUPPLY CO INC  | 792.29           | PW - FACILITY MNTC SUPPLIES             |
|              | Vendor Tota                     | <b>792.29</b>    |   |
| 319364       | RED WING SHOE STORE             | 170.86           | PW - WORK BOOTS (ADMIN)                 |
|              | Vendor Tota                     | <b>170.86</b>    |   |
| 319475       | REDBRIDGE USA , INC             | 3,000.00         | FIN - CREDIT CARD RFP ANALYSIS(4Q FY21) |
|              | Vendor Tota                     | <b>3,000.00</b>  |   |
| 319235       | REGISTRAR-RECORDER/L.A. COUNTY  | 35.00            | PL - PUBLISHED NOTICE (3/29)            |
| 319292       |                                 | 75.00            | PL - PUBLISHED NOTICE (4/14)            |
|              | Vendor Tota                     | <b>110.00</b>    |   |

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|--------------|---------------------------|------------------|---|
| 14463        | RELIANCE TRUST COMPANY    | 58.28            | PT DEF COMP 457 - SPEC 03/26            |
| 14473        |                           | 13,709.41        | FT DEF COMP 457 - PPE 3/26              |
| 14474        |                           | 10,798.94        | PT DEF COMP 457 - PPE 3/26              |
| 14475        |                           | 1,731.87         | DEF COMP 457 ROTH - PPE 3/26            |
| 14488        |                           | 28.45            | PT DEF COMP 457 - SPEC 4/2              |
| 14501        |                           | 13,970.17        | FT DEF COMP 457 - PPE 4/9               |
| 14502        |                           | 8,302.88         | PT DEF COMP 457 - PPE 4/9               |
|              |                           | .00              | PT DEF COMP 457 - PPE 4/9               |
| 14503        |                           | 1,731.87         | DEF COMP 457 ROTH - PPE 4/9             |
| 14476        |                           | 157.66           | 401A EXEC LOAN PAYMENT - PPE 3/26       |
| 14477        |                           | 1,068.85         | 401A LOAN PAYMENT - PPE 3/26            |
| 14478        |                           | 1,414.44         | 457 LOAN PAYMENT - PPE 3/26             |
| 14504        |                           | 157.66           | 401A EXEC LOAN PAYMENT - PPE 4/9        |
| 14505        |                           | 1,068.85         | 401A LOAN PAYMENT - PPE 4/9             |
| 14506        |                           | 1,414.44         | 457 LOAN PAYMENT - PPE 4/9              |
| 14479        |                           | 665.54           | FT 401 QUAL COMP - PPE 3/26             |
| 14507        |                           | 665.54           | FT 401 QUAL COMP - PPE 4/9              |
|              | Vendor Total              | <b>56,944.85</b> |   |
| 319184       | RETAIL MARKETING SERVICES | 1,900.00         | PW - CART SERVICES (2/21)               |
|              | Vendor Total              | <b>1,900.00</b>  |   |
| 319279       | RETTICH, DAVID            | 300.00           | CSR - SUMMER CONCERT (7/8)              |
|              | Vendor Total              | <b>300.00</b>    |   |
| 319412       | RODRIGUEZ                 | 31.78            | WTR DEP REF - 13956 ARTHUR              |
|              | Vendor Total              | <b>31.78</b>     |   |
| 319476       | RON'S MAINTENANCE         | 7,241.00         | PW - CATCH BASIN MNTC (3/21)            |
|              | Vendor Total              | <b>7,241.00</b>  |   |
| 319185       | ROYAL PAPER CORPORATION   | 347.42           | GEN - OFFICE SUPPLIES                   |
| 319336       |                           | 1,043.85         | PW - DISINFECTANT SPRAYS (COVID-19)     |
|              | Vendor Total              | <b>1,391.27</b>  |   |
| 319257       | RPW SERVICES, INC.        | 190.00           | PW - PEST CONTROL SVCS (COM CTR)        |
|              |                           | 120.00           | PW - PEST CONTROL SVCS (SIDEWALKS)      |
|              |                           | 95.00            | PW - PEST CONTROL SVCS (COM CTR)        |
|              |                           | 95.00            | PW - PEST CONTROL SVCS (STATION)        |
|              |                           | 95.00            | PW - PEST CONTROL SVCS (POND)           |
|              |                           | 95.00            | PW - PEST CONTROL SVCS (COM CTR)        |
|              |                           | 90.00            | PW - PEST CONTROL SVCS (CIVIC CENTER)   |
|              |                           | 88.00            | PW - PEST CONTROL SVCS (GYM)            |
|              |                           | 88.00            | PW - PEST CONTROL SVCS (PARAMOUNT PARK) |
|              |                           | 88.00            | PW - PEST CONTROL SVCS (PROGRESS PARK)  |
|              |                           | 88.00            | PW - PEST CONTROL SVCS (DILLS PARK)     |
|              |                           | 88.00            | PW - PEST CONTROL SVCS (SALUD PARK)     |
|              |                           | 88.00            | PW - PEST CONTROL SVCS (SPANNE PARK)    |
|              |                           | 80.00            | PW - PEST CONTROL SVCS (CITY YARD)      |
|              |                           | 80.00            | PW - PEST CONTROL SVCS (ALL AMERICAN PA |
|              |                           | 70.00            | PW - PEST CONTROL SVCS (CITY HALL)      |
|              |                           | 65.00            | PW - PEST CONTROL SVCS (FIREHOUSE)      |
|              |                           | 45.00            | PW - PEST CONTROL SVCS (SNACK SHACK)    |
|              | Vendor Total              | <b>1,648.00</b>  |   |
| 319477       | S & J SUPPLY CO.          | 3,908.03         | PW - HYDRANT REPLACEMENT                |
|              | Vendor Total              | <b>3,908.03</b>  |   |
| 319242       | SANDBLASTING INCORPORATED | 5,500.00         | CSR - ROOSEVELT COURTS SANDBLASTING     |
|              | Vendor Total              | <b>5,500.00</b>  |   |

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| 319236       | SANDOVAL, ESMERALDA            | 110.24           | PS - HOME SECURITY REBATE PROGRAM       |
|              | Vendor Tota                    | <b>110.24</b>    |   |
| 319413       | SANTOS                         | 16.40            | WTR DEP REF - 7010 SAN VINCENTE         |
| 319414       |                                | 16.09            | WTR DEP REF - 7014 SAN VINCENTE         |
|              | Vendor Tota                    | <b>32.49</b>     |   |
| 319439       | SCOTT FAZEKAS & ASSOCIATES,    | 19,555.96        | PL - PLAN CHECK SVCS (3/21)             |
|              |                                | 562.50           | PL - BLDG OFFICIAL SVCS (3/21)          |
|              | Vendor Tota                    | <b>20,118.46</b> |   |
| 319186       | SECTRAN SECURITY INC           | 506.25           | GEN - ARMORED CAR SVC (3/21)            |
| 319478       |                                | 512.83           | GEN - ARMORED CAR SVC (4/21)            |
|              | Vendor Tota                    | <b>1,019.08</b>  |   |
| 319293       | SHI INTERNATIONAL CORP         | 2,430.00         | GEN - CYBER SECURITY TRAINING           |
|              | Vendor Tota                    | <b>2,430.00</b>  |   |
| 319415       | SHOETERIA                      | 178.59           | PW - WORK BOOTS (LANDSCAPE)             |
|              | Vendor Tota                    | <b>178.59</b>    |   |
| 319416       | SINGH                          | 18.79            | WTR DEP REF - 7019 SAN MARCUS           |
|              | Vendor Tota                    | <b>18.79</b>     |   |
| 319216       | SMART & FINAL IRIS CO          | 344.40           | CSR - VACCINE SITE FOOD (COVID-19)      |
|              |                                | 262.99           | CSR - VACCINE SITE FOOD (COVID-19)      |
|              |                                | 99.86            | CSR - FACILITY SUPPLIES                 |
|              |                                | 83.92            | CSR - STAR SUPPLIES                     |
|              |                                | 6.55             | CSR - FACILITY SUPPLIES                 |
| 319310       |                                | 127.56           | CSR - FACILITY SUPPLIES                 |
|              |                                | 60.26            | CSR - FACILITY SUPPLIES                 |
|              |                                | 35.42            | CSR - STAR SUPPLIES                     |
| 319337       |                                | 203.29           | GEN - KITCHEN SUPPLIES                  |
| 319440       |                                | 13.47            | PS - MEETING SUPPLIES                   |
| 319479       |                                | 142.33           | GEN - KITCHEN SUPPLIES                  |
|              | Vendor Tota                    | <b>1,380.05</b>  |   |
| 319311       | SMITH PAINT                    | 1,163.63         | PW - GRAFFITI REMOVAL SUPPLIES          |
|              |                                | 93.44            | PW - LANDSCAPE MNTC SUPPLIES            |
| 319381       |                                | 1,163.63         | PW - GRAFFITI REMOVAL SUPPLIES          |
|              |                                | 387.24           | PW - GRAFFITI REMOVAL SUPPLIES          |
|              | Vendor Tota                    | <b>2,807.94</b>  |   |
| 319312       | SO CALIF ASSOC OF GOVERNMENTS  | 5,930.00         | CC - SCAG MEMBERSHIP (FY 2021)          |
|              | Vendor Tota                    | <b>5,930.00</b>  |   |
| 319358       | SOMERSET VILLAGE APARTMENTS    | 2,000.00         | PL - RES RENT (8635 SOMERSET #348)      |
|              | Vendor Tota                    | <b>2,000.00</b>  |   |
| 319294       | SOUTHERN CALIF NEWSPAPER GROUP | 277.27           | GEN - PUBLICATIONS (3/21 - 9/21)        |
|              | Vendor Tota                    | <b>277.27</b>    |   |
| 319187       | SOUTHERN CALIFORNIA EDISON CO. | 28,527.09        | GEN - FACILITIES & PARKS (2/21)         |
|              |                                | 1,333.02         | GEN - CLRWTR BLDG (2/21)                |
|              |                                | 7,526.60         | PW - STREET LIGHTS & MEDIANS (2/21)     |
|              |                                | 19,433.13        | PW - WATER PRODUCTION WELLS (2/21)      |
|              |                                | 759.31           | GEN - PARAMOUNT PARK (2/21)             |
| 319217       |                                | 5,060.00         | CSR - PMT FITNESS PARK LEASE(4/21-3/22) |
|              | Vendor Tota                    | <b>62,639.15</b> |   |

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|--------------|-------------------------------|------------------|--|
| 319258       | STATE DISBURSEMENT UNIT       | 250.00           | FT 401 QUAL COMP - PPE 3/26            |
| 319441       |                               | 250.00           | PAYROLL DEDUCTION - PPE 4/9            |
| 319259       |                               | 398.30           | PAYROLL DEDUCTION - PPE 3/26           |
| 319442       |                               | 398.30           | PAYROLL DEDUCTION - PPE 4/9            |
| 319443       |                               | 49.28            | PAYROLL DEDUCTION - PPE 4/9            |
|              | Vendor Tota                   | <b>1,345.88</b>  |  |
| 319188       | STATEWIDE TRAFFIC SAFETY &    | 2,400.00         | PW - MESSAGE BOARD RENTAL (COVID-19)   |
|              |                               | 2,012.54         | PW - TRAFFIC SAFETY SUPPLIES           |
| 319417       |                               | 2,000.00         | PW - MESSAGE BOARD RENTAL (COVID-19)   |
|              | Vendor Tota                   | <b>6,412.54</b>  |  |
| 319313       | SUPERIOR COURT OF CALIFORNIA  | 11,184.50        | PS - PARKING VIOLATIONS (2/21)         |
|              | Vendor Tota                   | <b>11,184.50</b> |  |
| 319314       | SUPERIOR OFFICE PRODUCTS      | 370.11           | PS - OFFICE SUPPLIES                   |
| 319359       |                               | 2.54             | PS - OFFICE SUPPLIES                   |
| 319418       |                               | 296.55           | PS - OFFICE SUPPLIES                   |
|              |                               | 74.84            | PS - OFFICE SUPPLIES                   |
|              |                               | 32.07            | PS - OFFICE SUPPLIES                   |
|              | Vendor Tota                   | <b>776.11</b>    |  |
| 319444       | SUSTAINABLE ENVIRONMENTAL     | 4,930.00         | PW - MORE GRANT SVCS (3/21)            |
|              | Vendor Tota                   | <b>4,930.00</b>  |  |
| 319189       | TARGET SPECIALTY PRODUCTS INC | 1,240.38         | PW - LANDSCAPE MNTC SUPPLIES           |
|              | Vendor Tota                   | <b>1,240.38</b>  |  |
| 319190       | TAYLOR'S LOCK & KEY SVCS      | 25.95            | PW - FACILITY MNTC SUPPLIES            |
|              |                               | 20.14            | PW - FACILITY MNTC SUPPLIES            |
| 319382       |                               | 13.41            | PW - FACILITY MNTC SUPPLIES            |
|              | Vendor Tota                   | <b>59.50</b>     |  |
| 319295       | THE CAVANAUGH LAW GROUP, APLC | 26,885.50        | CA - CITY ATTORNEY SVCS (3/21)         |
|              |                               | 6,334.20         | PS - CITY PROSECUTOR (3/21)            |
|              | Vendor Tota                   | <b>33,219.70</b> |  |
| 319445       | THE COMEBACK BARBERSHOP       | 10,000.00        | PL - SBA RELIEF (COMEBACK BARBERSHOP)  |
|              | Vendor Tota                   | <b>10,000.00</b> |  |
| 319218       | THE SAUCE CREATIVE SERVICES   | 386.79           | CSR - STAR SUPPLIES                    |
|              |                               | 259.61           | CSR - EASTER BUNNY FLYER               |
|              |                               | 225.00           | CSR - COVID REMEMBRANCE LOGO DESIGN    |
|              |                               | 125.00           | CSR - PARAMOUNT STRONG SHIRT DESIGN    |
| 319338       |                               | 1,920.57         | CSR - STAFF UNIFORMS                   |
|              |                               | 1,544.05         | CSR - STAFF UNIFORMS                   |
|              |                               | 170.48           | CSR - STAFF UNIFORMS                   |
|              | Vendor Tota                   | <b>4,631.50</b>  |  |
| 319446       | TIERRA WEST ADVISORS, INC     | 6,656.25         | PL - ECONOMIC DEVELOPMENT STUDY (3/21) |
|              | Vendor Tota                   | <b>6,656.25</b>  |  |
| 319237       | TIME WARNER CABLE             | 392.44           | GEN - PEG CHANNEL START (3/21)         |
|              |                               | 323.94           | GEN - CITY HALL INTERNET (3/21)        |
|              |                               | 104.76           | GEN - CITY HALL CABLE (3/21)           |
| 319280       |                               | 124.18           | GEN - CITY YARD CABLE (3/21)           |
| 319296       |                               | 402.97           | GEN - PEG CHANNEL END (3/21)           |
| 319297       |                               | 154.98           | GEN - CITY YARD INTERNET (3/21)        |
|              | Vendor Tota                   | <b>1,503.27</b>  |  |
| 319363       | TONY'S GLOVES & SAFETY SUPPLY | 1,770.62         | PW - HOUSEHOLD SUPPLIES                |
| 319480       |                               | 1,770.62         | PW - HOUSEHOLD SUPPLIES                |
|              | Vendor Tota                   | <b>3,541.24</b>  |  |

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| 14481        | TOTAL ADMINISTRATIVE SERVICES  | 586.40           | FT FSA - PPE 3/26                       |
| 14509        |                                | 821.12           | FT FSA - PPE 4/9                        |
|              | Vendor Tota                    | <b>1,407.52</b>  |   |
| 319167       | TRIEPEI SMITH & ASSOCIATES     | 1,110.00         | PW - ENVIRONMENTAL SVCS (1/21)          |
|              |                                | 635.00           | PW - ENVIRONMENTAL SVCS (2/21)          |
| 319315       |                                | 1,761.31         | PW - ENVIRONMENTAL SVCS (11/20)         |
|              |                                | 1,405.00         | AS - EXPLORE PARAMOUNT SVCS (1/21)      |
|              |                                | 232.47           | AS - EXPLORE PARAMOUNT SVCS (11/20)     |
|              |                                | 61.50            | PW - WATER QUALITY SVCS (11/20)         |
| 319419       |                                | 717.50           | PW - ENVIRONMENTAL SVCS (3/21)          |
|              |                                | 377.50           | PW - WATER QUALITY SVCS (3/21)          |
|              |                                | 157.00           | PL - FAIR HOUSING VIDEO (3/21)          |
|              |                                | 120.00           | AS - EXPLORE PARAMOUNT SVCS (3/21)      |
|              | Vendor Tota                    | <b>6,577.28</b>  |   |
| 319360       | TWIN TOWERS GROUP LLC          | 2,000.00         | PL - RES RENT (15909 VERMONT #247)      |
|              | Vendor Tota                    | <b>2,000.00</b>  |   |
| 319219       | U S POSTAL SVC/ U S POSTMASTER | 2,668.15         | CP - AROUND TOWN POSTAGE (3/21)         |
| 319339       |                                | 3,000.00         | FIN - BULK MAIL PERMIT                  |
|              | Vendor Tota                    | <b>5,668.15</b>  |   |
| 319447       | UNDERGROUND SERVICE ALERT      | 175.00           | PW - WATER OPER MNTC SVCS (3/21)        |
|              |                                | 47.68            | PW - WATER OPER MNTC SVCS (3/21)        |
|              | Vendor Tota                    | <b>222.68</b>    |   |
| 319260       | UNITED STATES TREASURY         | 636.00           | PAYROLL DEDUCTION - PPE 3/26            |
|              | Vendor Tota                    | <b>636.00</b>    |   |
| 319191       | UNIVAR USA                     | 756.40           | PW - WATER OPER MNTC SUPPLIES           |
| 319281       |                                | 1,518.30         | PW - WATER OPER MNTC SUPPLIES           |
| 319448       |                                | 567.30           | PW - WATER OPER MNTC SUPPLIES           |
| 319481       |                                | 1,409.84         | PW - WATER OPER MNTC SUPPLIES           |
|              | Vendor Tota                    | <b>4,251.84</b>  |   |
| 319282       | US BANK VOYAGER FLEET          | 351.37           | PW - CNG FUEL (3/21)                    |
|              |                                | 154.82           | PW - CNG FUEL (3/21)                    |
|              | Vendor Tota                    | <b>506.19</b>    |   |
| 319316       | USA BLUEBOOK                   | 1,685.74         | PW - WATER OPER MNTC SUPPLIES           |
| 319420       |                                | 1,288.23         | PW - WATER OPER MNTC SUPPLIES           |
|              | Vendor Tota                    | <b>2,973.97</b>  |   |
| 319383       | VALVERDE CONSTRUCTION          | 22,354.71        | PW - WATER LEAK REPAIR (15746 GUNDRY)   |
|              | Vendor Tota                    | <b>22,354.71</b> |   |
| 319298       | VERIZON WIRELESS - LA          | 127.70           | AS - CELLULAR SERVICE (3/21)            |
|              |                                | 26.32            | PL - CELLULAR SERVICE (3/21)            |
|              |                                | 92.07            | CM - CELLULAR SERVICE (3/21)            |
|              |                                | 51.45            | FIN - CELLULAR SERVICE (3/21)           |
|              |                                | 219.54           | PS - CELLULAR SERVICE (3/21)            |
|              |                                | 433.55           | PS - CELLULAR SERVICE (3/21)            |
|              |                                | 502.54           | PW - CELLULAR SERVICE (3/21)            |
|              |                                | 40.62            | AS - SOCIAL MEDIA CELLULAR SVC (3/21)   |
|              |                                | 38.05            | PW - USB AIRCARD WELLS #13 & #14 (3/21) |
|              |                                | 15.08            | GEN - EOC CELLULAR & P/R DEVICE (3/21)  |
|              | Vendor Tota                    | <b>1,546.92</b>  |   |
| 319421       | VILLASENOR                     | 20.23            | WTR DEP REF - 15509 FANSHAW             |
|              | Vendor Tota                    | <b>20.23</b>     |   |



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| 319340       | VISION SERVICE PLAN           | 1,876.50         | VISION INSURANCE (4/21)                 |
|              | Vendor Tota                   | <b>1,876.50</b>  |   |
| 319384       | WALMART COMMUNITY             | 233.61           | CSR - EASTER BUNNY                      |
|              |                               | 15.16            | GEN - CC MEETING SUPPLIES (3/16)        |
|              |                               | 86.76            | CSR - EASTER BUNNY                      |
|              |                               | 12.97            | GEN - CC MEETING SUPPLIES (3/11)        |
|              |                               | -155.70          | CSR - EASTER BUNNY (CREDIT)             |
|              |                               | 6.04             | CSR - MEETING SUPPLIES                  |
|              |                               | 268.74           | CSR - STAR SUPPLIES                     |
|              |                               | 22.46            | CSR - ENP EVENT SUPPLIES                |
|              |                               | 98.84            | CSR - VACCINE SITE FOOD (COVID-19) 3/24 |
|              |                               | 110.71           | CSR - ENP EVENT SUPPLIES                |
|              |                               | 26.40            | CSR - ENP EVENT SUPPLIES                |
|              |                               | 33.40            | CSR - ENP EVENT SUPPLIES                |
|              |                               | 14.46            | CSR - RECREATION SUPPLIES               |
|              |                               | 3.25             | CSR - STAR SUPPLIES                     |
|              |                               | 15.94            | CSR - STAR SUPPLIES                     |
|              | Vendor Tota                   | <b>793.04</b>    |   |
| 319192       | WALTERS WHOLESALE             | 142.25           | PW - FACILITY MNTC SUPPLIES             |
|              | Vendor Tota                   | <b>142.25</b>    |   |
| 319220       | WATER REPLENISHMENT DISTRICT  | 47,914.26        | PW - GROUNDWATER PRODUCTION (1/21)      |
|              | Vendor Tota                   | <b>47,914.26</b> |   |
| 319449       | WELLS FARGO                   | 2.99             | CP - GOOGLE SUBSCRIPTION (4/21)         |
|              | Vendor Tota                   | <b>2.99</b>      |   |
| 14495        | WELLS FARGO BANK              | 1,991.91         | GEN - CITY BANK ANALYSIS (3/21)         |
| 14496        |                               | 47.94            | GEN - HA BANK ANALYSIS (3/21)           |
|              | Vendor Tota                   | <b>2,039.85</b>  |   |
| 319243       | WELLS FARGO FINANCIAL LEASING | 184.97           | FIN - COPIER (4/21)                     |
|              | Vendor Tota                   | <b>184.97</b>    |   |

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
April 30, 2021  
Pre-issue Checks**

| Check Number | Vendor Name               | Amount | Description                              |
|--------------|---------------------------|--------|--|
| 14464        | WELLS ONE COMMERCIAL CARD | 389.94 | AS - ZOOM LICENSES (COVID-19)            |
|              |                           | 75.00  | HR - LIVESCAN (2/22)                     |
|              |                           | 29.00  | HR - JOTFORM SUBSCRIPTION (COVID-19)     |
|              |                           | 13.94  | AS - OFFICE SUPPLIES                     |
|              |                           | 30.83  | GEN - COMPUTER MNTC SUPPLIES             |
|              |                           | 29.50  | AS - OFFICE SUPPLIES                     |
| 14465        |                           | -50.00 | CC - LOCC HARASSMENT TRAINING REF (VCS)  |
|              |                           | -50.00 | CC - LOCC HARASSMENT TRAINING REF (IA)   |
|              |                           | 100.00 | CC - LOCC HARASSMENT TRAINING (IA,VCS)   |
|              |                           | 58.50  | CM - MEETING EXPENSE (2/11)              |
|              |                           | 7.65   | CM - OFFICE SUPPLIES                     |
|              |                           | 7.65   | CM - OFFICE SUPPLIES                     |
|              |                           | 275.00 | AS - CAPIO MEMBERSHIP (CC)               |
|              |                           | 55.11  | CM - OFFICE SUPPLIES                     |
| 14466        |                           | 36.85  | CSR - MEETING SUPPLIES (2/24)            |
|              |                           | 56.55  | CSR - MEETING SUPPLIES (2/18)            |
|              |                           | 56.22  | CSR - PRINTING/REPRO SVCS                |
| 14467        |                           | 54.54  | PW - FACILITY MNTC SUPPLIES              |
|              |                           | 39.95  | PW - OFFICE SUPPLIES                     |
|              |                           | 42.93  | PW - FACILITY MNTC SUPPLIES              |
|              |                           | 23.08  | PW - OFFICE SUPPLIES                     |
|              |                           | 113.79 | PW - LANDSCAPE MNTC SUPPLIES             |
|              |                           | 97.50  | PW - WATER OPER MNTC SUPPLIES            |
|              |                           | 132.24 | PW - UNIFORMS                            |
|              |                           | 178.71 | PW - UNIFORMS                            |
|              |                           | 70.53  | PW - OFFICE SUPPLIES                     |
|              |                           | 161.75 | PW - APWA MEMBERSHIP (VM)                |
|              |                           | 43.99  | PW - FACILITY MNTC SUPPLIES              |
|              |                           | 225.00 | PW - LOCC SEMINAR                        |
|              |                           | 399.46 | PW - CPO CERTIFICATION (RR)              |
|              |                           | 399.46 | PW - CPO CERTIFICATION (OF)              |
| 14468        |                           | 141.00 | PS - OFFICE SUPPLIES                     |
|              |                           | 4.62   | PS - OFFICE SUPPLIES                     |
|              |                           | 48.48  | PS - OFFICE SUPPLIES                     |
|              |                           | 54.02  | PS - OFFICE SUPPLIES                     |
|              |                           | -48.48 | PS - OFFICE SUPPLIES (CREDIT)            |
|              |                           | 50.96  | PS - OFFICE SUPPLIES                     |
|              |                           | 66.17  | PS - OFFICE SUPPLIES                     |
|              |                           | 13.22  | PS - OFFICE SUPPLIES                     |
|              |                           | 23.64  | PS - OFFICE SUPPLIES                     |
| 14469        |                           | 49.78  | CSR - RECREATION SUPPLIES                |
|              |                           | 192.10 | CSR - VACCINE SITE FOOD(COVID-19) 2/24   |
|              |                           | 98.39  | CSR - STAR SUPPLIES                      |
|              |                           | 139.33 | CSR - VACCINE SITE FOOD (COVID-19) 2/23  |
|              |                           | 334.34 | CSR - STAR SUPPLIES                      |
|              |                           | 33.06  | CSR - STAR SUPPLIES                      |
|              |                           | 95.04  | CSR - FACILITY SUPPLIES                  |
|              |                           | 209.70 | CSR - STAR SUPPLIES                      |
|              |                           | 100.00 | CP - TRADEMARK REGISTRATION              |
|              |                           | 151.02 | CSR - RECREATION SUPPLIES                |
|              |                           | 50.00  | CSR - SENIOR HOT MEALS (COVID-19) 2/18   |
|              |                           | 77.03  | CSR - ENP EVENT SUPPLIES                 |
|              |                           | 93.66  | CSR - STAR SUPPLIES                      |
|              |                           | 70.53  | CSR - ENP EVENT SUPPLIES                 |
|              |                           | 582.12 | CSR - FOOD DRIVE DISTRIBUTION(COVID-19)  |
|              |                           | 789.39 | CSR - FOOD DRIVE DISTRIBUTION(COVID-19)  |
|              |                           | 251.04 | CSR - SENIOR HOT MEALS (COVID-19) (2/11) |
|              |                           | 79.26  | CSR - STAR SUPPLIES                      |
|              |                           | 38.57  | CSR - STAR SUPPLIES                      |
|              |                           | 248.00 | CSR - FACILITY SUPPLIES                  |

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
April 30, 2021  
Pre-issue Checks**

| Check Number                                 | Vendor Name                   | Amount                | Description                             |
|--|-------------------------------|-----------------------|---|
| 14469  | WELLS ONE COMMERCIAL CARD     | 192.75                | CSR - SENIOR HOT MEALS (COVID-19) (2/4) |
|  |                               | 47.45                 | CSR - OFFICE SUPPLIES                   |
|  |                               | 1,010.45              | CP - AWARDS DISPLAY CABINET (CITY HALL) |
|  |                               | 147.05                | CSR - STAR SUPPLIES                     |
|  |                               | 265.77                | CSR - STAR SUPPLIES                     |
|  |                               | 21.47                 | CSR - RECREATION SUPPLIES               |
|  |                               | 68.25                 | CSR - STAR SUPPLIES                     |
|  |                               | 142.85                | GEN - CC MEETING SUPPLIES (2/2)         |
|  | Vendor Tota                   | <b>9,036.70</b>       |   |
| 319193                                       | WEST COAST SAND & GRAVEL INC. | 888.62                | PW - LANDSCAPE MNTC SUPPLIES            |
|  | Vendor Tota                   | <b>888.62</b>         |   |
| 319168                                       | WILLDAN ASSOCIATES, INC       | 1,807.00              | CIP - TRAFFIC SIGNAL (GARFIELD/70TH)    |
|  |                               | 355.00                | CIP - TRAFFIC SIGNAL (ALONDRA/PASSAGE)  |
| 319194                                       |                               | 3,084.26              | CIP - WSAB BIKEWAY PHASE 4 (CNRA) 1/21  |
| 319205                                       |                               | 447.75                | PL-TRACT MAP SVC(6500/6510 ALONDRA)2/21 |
| 319238                                       |                               | 42,000.00             | CIP - NEIGHBORHOOD STREET RESURF (2/21) |
|  |                               | 33,150.00             | CIP - ARTERIAL STREET RESURF (2/21)     |
|  |                               | 4,700.00              | CIP - ARTERIAL STREET RESURF (2/21)     |
|  |                               | 20,552.75             | PW - GENERAL ENG SVCS (2/21)            |
|  |                               | 2,282.00              | CIP - WSAB BIKEWAY PHASE 2 (2/21)       |
|  |                               | 1,990.00              | CIP - ROSECRANS BRIDGE REPAIR (2/21)    |
|  |                               | 398.00                | CIP - DILLS PARK MINI PITCH (2/21)      |
| 319450                                       |                               | 8,575.81              | CIP - WSAB BIKEWAY PHASE 4 (CNRA) 2/21  |
|  |                               | 5,857.00              | PW - LRSP ENG SVCS (2/21)               |
|  |                               | 724.50                | PW - TRAFFIC ENG SVCS (2/21)            |
| 319482                                       |                               | 1,190.00              | PW - GENERAL ENG SVCS (SSMP)            |
|  | Vendor Tota                   | <b>127,114.07</b>     |   |
| 319283                                       | WINNER INTERNATIONAL, INC     | 544.20                | PS - VEHICLE LOCKING DEVICES            |
|  |                               | 46.09                 | PS - VEHICLE LOCKING DEVICES (TAX)      |
|  |                               | -46.09                | WINNER INTERNATIONAL                    |
|  | Vendor Tota                   | <b>544.20</b>         |   |
| 319299                                       | XEROX FINANCIAL SERVICES, LLC | 415.96                | GEN - CITY HALL COPIER (3/21)           |
|  |                               | 162.26                | GEN - CITY HALL COLOR COPIER (3/21)     |
|  |                               | 169.24                | PL - COPIER (3/21)                      |
|  |                               | 370.76                | CSR - COPIER (3/21)                     |
|  | Vendor Tota                   | <b>1,118.22</b>       |   |
| 319483                                       | YEPEZ, ALICIA                 | 187.41                | PS - HOME SECURITY REBATE PROGRAM       |
|  | Vendor Tota                   | <b>187.41</b>         |   |
| 319422                                       | YOUNG                         | 52.25                 | WTR DEP REF - 15541 GEORGIA             |
|  | Vendor Tota                   | <b>52.25</b>          |   |
| <b>A total of 376 checks were issued for</b> |                               | <b>\$4,170,351.10</b> |   |

MAY 4, 2021

A. RESOLUTION NO. 21:011

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING THE ENGINEER’S REPORT FOR CERTAIN LANDSCAPING IMPROVEMENTS FOR LANDSCAPING AND MAINTENANCE ASSESSMENT DISTRICT NO. 81-1”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:011.

|                                   |                        |
|-----------------------------------|------------------------|
| <u>MOTION:</u>                    | <u>ROLL CALL VOTE:</u> |
| MOVED BY: _____                   | AYES: _____            |
| SECONDED BY: _____                | NOES: _____            |
| <input type="checkbox"/> APPROVED | ABSENT: _____          |
| <input type="checkbox"/> DENIED   | ABSTAIN: _____         |

B. RESOLUTION NO. 21:012

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPING AND MAINTENANCE ASSESSMENT DISTRICT NO. 81-1 FOR THE FISCAL YEAR 2021-2022 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:012.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Adriana Figueroa, Public Works Director  
Rafael Casillas, City Engineer

**Date:** May 4, 2021

---

**Subject: RESOLUTION NOS. 21:011 AND 21:012  
APPROVING THE ENGINEER'S REPORT AND CITY COUNCIL'S  
INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR  
LANDSCAPE MAINTENANCE DISTRICT NO. 81-1**

On April 6, 2021, City Council Resolution No. 21:009 ordered the preparation of the annual engineer's report for Landscape Maintenance Assessment District No. 81-1. The report includes plans, specifications, cost estimates, diagram, and assessment for the Landscape Maintenance District in the Orange Avenue Industrial Park for Fiscal Year 2021-2022.

Pursuant to the Landscape and Lighting Maintenance Act of 1972, the City Engineer has prepared a report including the plans and specifications, estimate of costs, diagram of the landscape maintenance district, and an assessment of costs for the fiscal year commencing July 1, 2021.

The assessments in 2020-2021 were \$14,200. The assessments in 2021-2022 will be \$14,200. This assessment will be spread among the 29 parcels.

Two procedural steps are necessary at this meeting. The first is to approve the City Engineer's report by adopting Resolution No. 21:011. The second step is to approve Resolution No. 21:012 declaring the City Council's intention to levy and collect assessments for certain landscaping improvements and setting a public hearing date for the first City Council meeting in June, 2021.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 21:011 and Resolution No. 21:012.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 21:011**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
APPROVING THE ENGINEER'S "REPORT" FOR CERTAIN  
LANDSCAPING IMPROVEMENTS FOR LANDSCAPING AND  
MAINTENANCE ASSESSMENT DISTRICT NO. 81-1

WHEREAS, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972", this City Council did, by previous Resolution, order the preparation of an Engineer's "Report" consisting of plans and specifications, an estimate of the cost, diagram of the proposed district, and an assessment relating to what is now known and designated as

CITY OF PARAMOUNT  
LANDSCAPE AND MAINTENANCE ASSESSMENT DISTRICT NO. 81-1

(hereinafter referred to as the "District"); and

WHEREAS, there now has been presented to this City Council the "Report" as required by Division 15 of the Streets and Highways code and as previously directed by Resolution; and

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed as set forth in said "Report."

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

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

**SECTION 2.** That the "Report" as presented, consisting of the following:

- a. Plans and Specifications
- b. Estimate of Cost
- c. Diagram of the District
- d. Assessment of the Estimated Cost

is hereby approved on a preliminary basis, and is ordered to be filed with the Office of the City Clerk as a permanent record and to remain open for public inspection.

**SECTION 3.** That the City Clerk or her duly appointed Deputy, shall certify to the passage and adoption of this Resolution and the Minutes of this meeting shall so reflect the presentation of the Engineer's "Report."

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4<sup>th</sup> day of May 2021.

---

Brenda Olmos, Mayor

ATTEST:

---

Heidi Luce, City Clerk



CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 21:012**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
WITHIN LANDSCAPING AND MAINTENANCE ASSESSMENT DISTRICT  
NO. 81-1 FOR THE FISCAL YEAR 2021-2022 AND SETTING A TIME AND  
PLACE FOR A PUBLIC HEARING THEREON

WHEREAS, by Resolution No. 21:009, the City Council ordered the Engineer to prepare and file a Report for the Landscaping and Maintenance Assessment District No. 81-1 for the Fiscal Year 2021-2022 pursuant to Section 22585 of the California Streets and Highways Code; said maintenance district is hereinafter referred to as the "District"; and

WHEREAS, at this time, there has been presented and approved by this City Council the Engineer's "Report" as required by law, and it is the intention of the City Council to levy and collect assessments pursuant to the provision of the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Street and Highway Code of the State of California).

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

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

**SECTION 2.** Public Interest. That the public interest and convenience requires, and it is the intention of this City Council to levy and collect annual assessments for the continual maintenance of certain landscaping improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof.

**SECTION 3.** Report. That the "Report" of the Engineer regarding the levy and assessment of said District, which "Report" is for the maintenance of the Fiscal Year 2021-2022, is hereby approved, and is directed to be filed in the Office of the City Clerk.

**SECTION 4.** Assessment. That the public interest and convenience requires, and it is the intention of this City Council, to levy and collect assessment of the Landscaping and Maintenance Assessment District as set forth and described in said Engineer's "Report", and further is determined to be within the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."

**SECTION 5.** Description of Maintenance. The improvements for which said Landscaping and Maintenance District and the assessments levied and collected, shall be for the maintenance of certain landscaping improvements as set forth in the Engineer's Report, referenced and incorporated herein.

**SECTION 6.** County Auditor. The County Auditor shall enter on the County Assessment Roll the amount of the assessments and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for the purposes of paying for the costs and expenses of said District.

**SECTION 7.** Special Fund. The City Treasurer herewith shall establish a special fund known as "CITY OF PARAMOUNT LANDSCAPING AND MAINTENANCE DISTRICT NO. 81-1 MAINTENANCE FUND", into which the said Treasurer shall place all monies collected by the Tax Collector as soon as said monies have been received by said Treasurer. Payment shall be made out of said fund only for the purpose provided for in this Resolution, and, in order to expedite the making of this maintenance and improvement, the City Council may transfer into said special fund, money from any available source, such funds as it may deem necessary to expedite the proceedings.

Any funds so transferred shall be deemed a loan to said special fund and shall be repaid out of the assessments provided for in this Resolution.

**SECTION 8.** Boundaries of District. Said contemplated improvement and maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said improvement and maintenance chargeable upon a district, which district said City Council hereby declares to be the district benefited by said improvement and maintenance and to be further assessed to pay the costs and expenses thereof. Said Landscaping District shall include each and every parcel of land within the boundaries of said Landscaping District as said Landscaping District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and so designated by the name of the District.

**SECTION 9.** Public Property. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Street and Highways Code, which are included within the boundaries of the Street Lighting and Landscaping District, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

**SECTION 10.** Public Hearing. Notice hereby is given that a public hearing will be held at the first City Council meeting in June, 2021 at 6:00 p.m. in the Council Chambers of said City of Paramount in the City Hall, all interested persons may appear before the City Council and be heard concerning the services to be performed, the proposed assessment, and all other matters relating thereto. Protests must be in writing and must be filed with the City Clerk prior to the conclusion of the hearing. Any such protest shall state all grounds of the objection and, if filed by the property owner, shall contain a description sufficient to identify the property.

**SECTION 11.** Notice. That the City Clerk is hereby authorized and directed to publish a copy of this Resolution in the PARAMOUNT JOURNAL, a newspaper of general circulation in said City; said publication shall be completed not less than ten (10) days before the date of said Public Hearing.

**SECTION 12.** Proceedings Inquiries. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person and the local agency or department so designated:

RAFAEL CASILLAS  
Willdan Engineering  
13191 Crossroads Parkway No., Suite 405  
Industry, California 91746  
(562) 368-4850

**SECTION 13.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4<sup>th</sup> day of May 2021.

---

Brenda Olmos, Mayor

ATTEST:

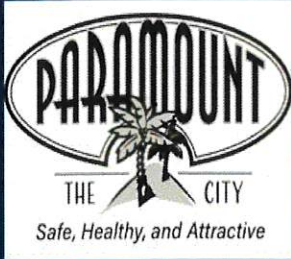
---

Heidi Luce, City Clerk

Attachment A

**City of Paramount  
Landscape Maintenance District No. 81-1**





# **City of Paramount**

## **Landscape and Maintenance Assessment District No. 81-1**

**2021/2022 ENGINEER'S ANNUAL LEVY REPORT**

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510 | 888.326.6864

Property Tax Information Line  
T. 866.807.6864

[www.willdan.com](http://www.willdan.com)



**ENGINEER'S REPORT AFFIDAVIT**  
**Landscape and Maintenance Assessment**  
**District No. 81-1**

**City of Paramount**  
**Los Angeles County, State of California**

This report describes the District including the improvements, budgets, parcels and assessments to be levied for fiscal year 2021/2022, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of Paramount



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

Chonney Gano  
Project Manager, District Administration Services

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

Rafael Casillas  
R. C. E. #



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## ***I. INTRODUCTION***

---

This report is prepared pursuant to action taken by the City Council of the City of Paramount (the "City Council") at their regular meeting ordering a report for the levy of assessments for the fiscal year commencing July 1, 2021 and ending June 30, 2022. The report is prepared in recognition with the requirements of the California Constitution Article XIID, and the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code. The District is known as:

### **City of Paramount Landscape and Maintenance Assessment District No. 81-1**

This District, by special benefit assessments, will provide funding for the operation and maintenance of public landscaping facilities within the public rights-of-way in the City of Paramount (the "City"). The items funded by the District are exempt from the procedural and approval requirements set forth in Section 5a & 5b of Article XIID of the California Constitution that states: "*the following assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4:*

*(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control...*

*(b) any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed...*

The assessments for the District were petitioned by 100 percent of the owners at the time of formation and are used exclusively to fund the maintenance and operation expenses for Landscape Improvements that are considered part of the Street Maintenance. Furthermore, the assessments for the District have not been increased since prior to July 1, 1997. Therefore, the Assessment District is exempt from the procedural and approval requirements of Article XIID.



## ***II. BOUNDARIES***

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Boundaries of the District consist of all properties fronting Orange Avenue or fronting streets that connect to Orange Avenue between Rosecrans Avenue on the south and the Los Angeles Department of Water and Power land rights-of-way on the north. The westerly boundary is the Los Angeles County Flood Control District right-of-way for the Los Angeles River. All parcels of land identified in the latest Los Angeles County (the "County") Assessor's parcel maps within the above boundaries so designated are included in the District except those assessments not levied within that area upon public streets, other public properties, properties encumbered by easements so as to preclude development and properties of such small size or irregular shape that buildings or development could not occur upon them in a manner in which the majority of the area has been redeveloped.

## ***III. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT***

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As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;

- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

#### ***IV. IMPROVEMENTS***

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The improvements consist of maintaining the landscaping within the public rights-of-way at the entranceway to the Orange Avenue Redevelopment Project. Maintenance shall include but not be limited to watering, fertilizing, mowing, weed control, shrubbery and tree pruning, removal and replacement of dead growth, maintenance of irrigation facilities, and other necessary work. Labor, equipment and materials shall be furnished by the City.

#### ***V. COST ESTIMATE***

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The costs shown below are estimated for fiscal year 2021/2022 and consist of the total cost for maintaining the improvements, including any surplus or deficit in funds from the previous year for these proceedings. The maintenance costs are determined by evaluating the prior year maintenance costs. The costs for fiscal year 2021/2022 are shown below.

| <b>Maintenance and Improvements</b>                 |  | <b>Cost</b>        |
|---|--|--------------------|
| Personnel Cost                                      |  | \$7,000.00         |
| Supplies, Equipment and Replacement                 |  | 4,100.00           |
| Incidentals   |  | 3,100.00           |
| <b>Total Assessment District Costs FY 2021/2022</b> |  | <b>\$14,200.00</b> |



## VI. METHOD OF ASSESSMENT

The District was developed for the special and direct benefit of all the properties included within the District's boundaries, and all parcels benefit from the improvements. Public properties and utility properties have not been assessed. When the District was formed, each of the benefiting properties within the District was assigned a proportional benefit factor.

The following is a list of parcels and their proportional allocation originally established.

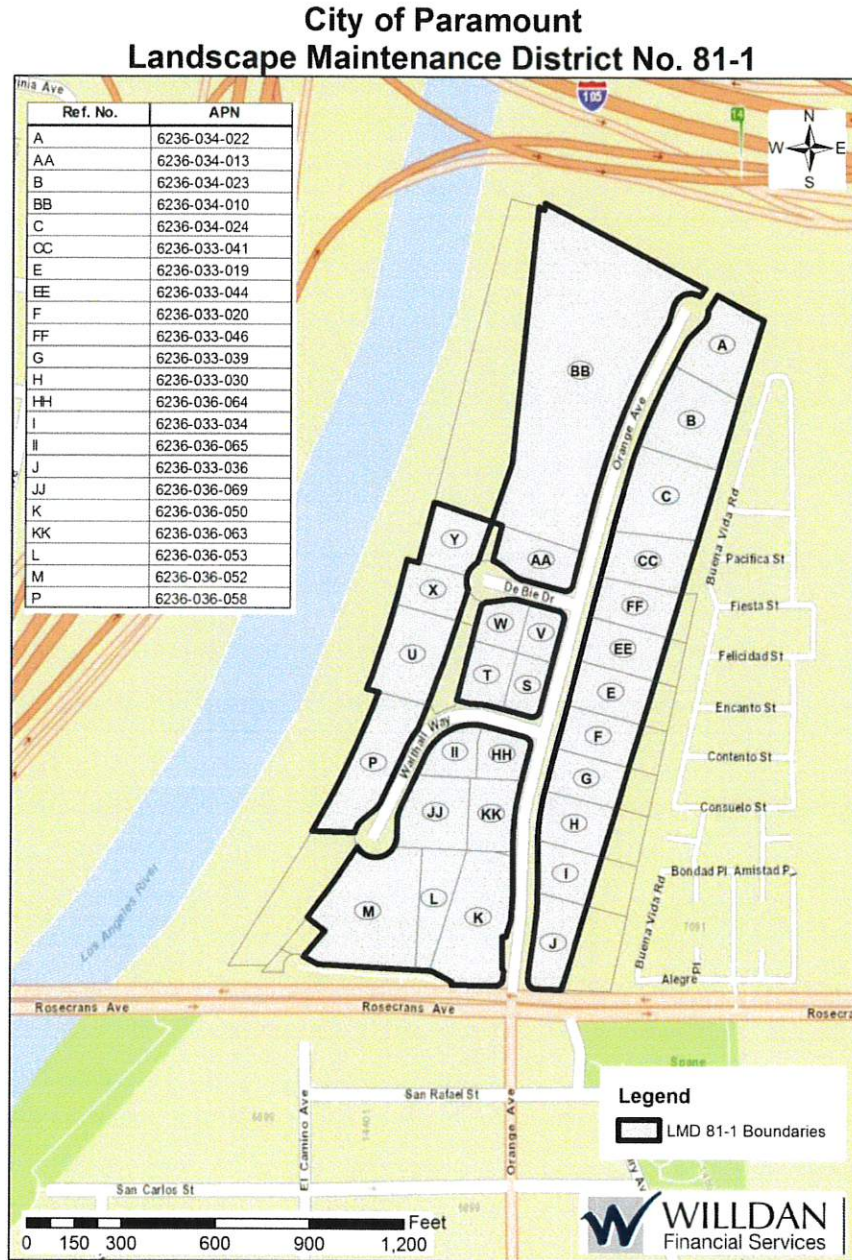
| Assessment Number | Assessor's Parcel Number | Area Percent Allocation | Assessment Number | Assessor's Parcel Number | Area Percent Allocation |
|-------------------|--------------------------|-------------------------|-------------------|--------------------------|-------------------------|
| A                 | 6236-034-022             | 2.66                    | S                 | 6236-034-025             | 1.35                    |
| B                 | 6236-034-023             | 3.29                    | T                 | 6236-034-026             | 1.47                    |
| C                 | 6236-034-024             | 3.57                    | U                 | 6236-034-039             | 3.38                    |
| E                 | 6236-033-019             | 2.39                    | U*                | 6236-034-038             | 0.00                    |
| E*                | 6236-033-011             | 0.00                    | V                 | 6236-034-019             | 1.16                    |
| F                 | 6236-033-020             | 2.41                    | W                 | 6236-034-018             | 1.12                    |
| F*                | 6236-033-015             | 0.00                    | X                 | 6236-034-037             | 1.51                    |
| G                 | 6236-033-039             | 4.30                    | X*                | 6236-034-036             | 0.00                    |
| G*                | 6236-033-038             | 0.00                    | Y                 | 6236-034-015             | 2.04                    |
| H                 | 6236-033-030             | 2.79                    | Y*                | 6236-034-014             | 0.00                    |
| H*                | 6236-033-031             | 0.00                    | AA                | 6236-034-013             | 1.82                    |
| I                 | 6236-033-034             | 2.52                    | BB                | 6236-034-010             | 26.16                   |
| I*                | 6236-033-033             | 0.00                    | BB*               | 6236-034-009             | 0.00                    |
| I*                | 6236-033-035             | 0.00                    | CC                | 6236-033-041             | 2.22                    |
| J                 | 6236-033-036             | 3.80                    | EE                | 6236-033-044             | 2.17                    |
| J*                | 6236-033-037             | 0.00                    | EE*               | 6236-033-045             | 0.00                    |
| K                 | 6236-036-050             | 4.20                    | FF                | 6236-033-046             | 2.42                    |
| L                 | 6236-036-053             | 1.82                    | FF*               | 6236-033-047             | 0.00                    |
| M                 | 6236-036-052             | 9.12                    | HH                | 6236-036-064             | 1.18                    |
| M*                | 6236-036-051             | 0.00                    | II                | 6236-036-065             | 1.19                    |
| M*                | 6236-036-049             | 0.00                    | JJ                | 6236-036-069             | 2.66                    |
| P                 | 6236-036-058             | 3.54                    | KK                | 6236-036-063             | 1.74                    |
|                   |                          |                         |                   | <b>44 parcels</b>        | <b>100.00</b>           |

\* Portion of Bifurcated Lots that are not assessed.



## VII. BOUNDARY MAPS

The following diagram shows the boundaries of the District.





### ***VIII. ASSESSMENT ROLL FISCAL YEAR 2021/2022***

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor Parcel Maps and/or the County Secured Roll for the year in which this report is prepared. A listing of parcels assessed within this District along with the assessment amounts are listed below.

| <b>Assessor's<br/>Parcel Number</b> | <b>Situs</b> | <b>Address</b> | <b>Area<br/>Percent</b> | <b>2021/2022<br/>Assessment</b> |
|-------------------------------------|--------------|----------------|-------------------------|---------------------------------|
| 6236-033-019                        | 14050        | ORANGE AVE     | 2.39%                   | \$339.38                        |
| 6236-033-020                        | 14066        | ORANGE AVE     | 2.41%                   | 342.22                          |
| 6236-033-030                        | 14100        | ORANGE AVE     | 2.79%                   | 396.18                          |
| 6236-033-034                        | 14100        | ORANGE AVE     | 2.52%                   | 357.84                          |
| 6236-033-036                        | 7003         | ROSECRANS AVE  | 3.80%                   | 539.60                          |
| 6236-033-039                        | 14080        | ORANGE AVE     | 4.30%                   | 610.60                          |
| 6236-033-041                        | 14010        | ORANGE AVE     | 2.22%                   | 315.24                          |
| 6236-033-044                        | 14030        | ORANGE AVE     | 2.17%                   | 308.14                          |
| 6236-033-046                        | 14020        | ORANGE AVE     | 2.42%                   | 343.64                          |
| 6236-034-010                        | 14001        | ORANGE AVE     | 26.16%                  | 3,714.72                        |
| 6236-034-013                        | 14005        | ORANGE AVE     | 1.82%                   | 258.44                          |
| 6236-034-015                        | 6801         | DE BIE DR      | 2.04%                   | 289.68                          |
| 6236-034-018                        | 6840         | DE BIE DR      | 1.12%                   | 159.04                          |
| 6236-034-019                        | 14019        | ORANGE AVE     | 1.16%                   | 164.72                          |
| 6236-034-022                        | 13900        | ORANGE AVE     | 2.66%                   | 377.72                          |
| 6236-034-023                        | 13942        | ORANGE AVE     | 3.29%                   | 467.18                          |
| 6236-034-024                        | 13984        | ORANGE AVE     | 3.57%                   | 506.94                          |
| 6236-034-025                        | 14053        | ORANGE AVE     | 1.35%                   | 191.70                          |
| 6236-034-026                        | 6859         | WALTHALL WAY   | 1.47%                   | 208.74                          |
| 6236-034-037                        | 6800         | DE BIE DR      | 1.51%                   | 214.42                          |
| 6236-034-039                        | 6851         | WALTHALL WAY   | 3.38%                   | 479.96                          |
| 6236-036-050                        | 6837         | ROSECRANS AVE  | 4.20%                   | 596.40                          |
| 6236-036-052                        | 6825         | ROSECRANS AVE  | 9.12%                   | 1,295.04                        |
| 6236-036-053                        | 6833         | ROSECRANS AVE  | 1.82%                   | 258.44                          |
| 6236-036-058                        | 6825         | WALTHALL WAY   | 3.54%                   | 502.68                          |
| 6236-036-063                        | 14101        | ORANGE AVE     | 1.74%                   | 247.08                          |
| 6236-036-064                        | 6850         | WALTHALL WAY   | 1.18%                   | 167.56                          |
| 6236-036-065                        | 6840         | WALTHALL WAY   | 1.19%                   | 168.98                          |
| 6236-036-069                        | 6830         | WALTHALL WAY   | 2.66%                   | 377.72                          |
| <b>Total</b>                        |              |                | <b>100.00%</b>          | <b>\$14,200.00</b>              |
| <b>Parcel Count</b>                 |              |                |                         | <b>29</b>                       |

If the parcels or assessment numbers within the District and referenced in this report, are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the report, the new parcel or assessment numbers with the proportional assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this report by the City Council.

MAY 4, 2021

PUBLIC HEARING

ORDINANCE NO. 1150

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 20, AMENDING SECTION 17.04.010 (DEFINITIONS); SECTIONS 17.08.020; 17.08.060(F); 17.12.020(D); 17.12.020(E); 17.12.060(F)(3), 17.16.040(E); 17.16.040(F); 17.16.100(E), 17.44.680, AND 17.72.130 OF THE PARAMOUNT MUNICIPAL CODE TO REGULATE HOME GARDENS IN THE R-1 (SINGLE-FAMILY RESIDENTIAL), R-2 (MEDIUM DENSITY RESIDENTIAL), AND R-M (MULTIPLE-FAMILY RESIDENTIAL) ZONES; LEGAL NONCONFORMING RESIDENTIAL PROPERTIES IN COMMERCIAL AND MANUFACTURING ZONES; AND PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS) ZONES IN THE CITY OF PARAMOUNT”

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
  - (1) THOSE IN FAVOR
  - (2) THOSE OPPOSED
- D. MOTION TO CLOSE THE PUBLIC HEARING.

CONTINUED... PLEASE TURN PAGE

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

E. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1150, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

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



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** John Carver, Planning Director  
John King, AICP, Assistant Planning Director

**Date:** May 4, 2021

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**Subject: ORDINANCE NO. 1150/ZONING ORDINANCE TEXT AMENDMENT NO. 20  
HOME GARDENS**

### **Request**

This item is a request for the City Council to approve Zoning Ordinance Text Amendment (ZOTA) No. 20 to amend regulations for home gardens, including extending the applicability of these regulations to all residential zones and legal nonconforming residential properties in commercial and manufacturing zones. The Planning Commission reviewed the proposed amendment with a public hearing on April 13, 2021 and unanimously recommended approval.

### **Background**

On November 5, 2019, the City Council approved Ordinance No. 1116/Zoning Ordinance Text Amendment No. 14 – the Home Gardening Ordinance, which focused on edible gardens. The City Council requested a one-year review at that time to consider extending home gardening opportunities.

On December 15, 2020 and March 16, 2021, the City Council reviewed options and provided feedback for expanding home garden possibilities to more locations in terms of zoning districts and areas within specific residential properties.

### **Existing Home Gardening Ordinance**

The following is a brief summary of regulations in the Home Gardening Ordinance that the City Council adopted in 2019:

- Greenhouses. Regulations for greenhouses in the R-1, R-2, and R-M zones were clarified.
- Side yards in R-1 zone. Food is permitted to be grown in side yards if screened from the public right-of-way and the first story of adjacent properties.
- No home sales. No onsite sales of food grown on the premises are permitted. Food produced from home gardens is intended for personal consumption or possible donation to outside community organizations or food banks.



- Raised garden beds in front yards in the R-2 and R-M zones. As a means of distinguishing vegetable gardens from strictly ornamental landscaping, edible gardens in front yards are required to be located in a raised planter. A raised planter is limited to 24 square feet and requires a five-foot setback from the front property line.
- Front yard plant height in R-2 and R-M zones. With the exception of fruit trees, edible landscaping in front yards in the R-2 and R-M zones cannot exceed a maximum height of three feet measured from the highest point of the frame of a raised garden bed to the highest point of an edible plant.
- Maintenance. Property owners and residents are required to promptly harvest and remove garden vegetables when mature or ripe. Planting areas fallowed between growing seasons need to be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds need to be promptly removed. Residents must take appropriate actions to prevent and eliminate pests.
- Permitted nonconforming homes. Home garden regulations also apply to legal nonconforming residentially developed properties in commercial and manufacturing areas.

### **Proposed Amendment**

- Hoophouse. Permit hoophouses within residential rear yards. As a “cousin” to a greenhouse, a hoophouse is a structure typically made of piping covered with translucent plastic, constructed in a “half-round” or “hoop” shape. An example is below. The City Council requested provisions regarding design and maintenance of hoophouses.



- More residential zones. Expand front yard edible gardens to front yards in R-1 zones and/or PD-PS zones. This change would allow for edible gardens in all residential zones. At the request of the City Council, a no-fee permit would be required for front yard gardens in the R-1 zone following a staff determination that there is insufficient space in the rear yard.

- Expand raised garden bed area in front yards. Expand the allowable raised garden bed area from the existing 24 square feet to 50 square feet in front yards.



- Composting. Encourage garden compost with storage requirements to control potential odor, visibility, and infestation issues.
- Height. As the City Council expressed a reluctance to increase the height of edible landscaping during the most recent discussion, the height maximum is unchanged in the proposed amendment.

## Environmental Assessment

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

## Summary

Food insecurity is usually at a rate of approximately 30% of the Los Angeles County population, but it has grown to 40% as a result of the COVID-19 pandemic. The recommended revisions will directly assist Paramount residents now and into the future in combating food insecurity. A more “edible garden friendly” approach will better promote environmental and dietary sustainability and will complement efforts to secure community garden funding and locations. Furthermore, the Code Enforcement Division of the Public Safety Department has not received any complaints in the last year regarding gardening activities in Paramount.

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1150, and place it on the next regular agenda for adoption.

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CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1150**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 20, AMENDING SECTION 17.04.010 (DEFINITIONS); SECTIONS 17.08.020; 17.08.060(F); 17.12.020(D); 17.12.020(E); 17.12.060(F)(3), 17.16.040(E); 17.16.040(F); 17.16.100(E), 17.44.680, AND 17.72.130 OF THE PARAMOUNT MUNICIPAL CODE TO REGULATE HOME GARDENS IN THE R-1 (SINGLE-FAMILY RESIDENTIAL), R-2 (MEDIUM DENSITY RESIDENTIAL), AND R-M (MULTIPLE-FAMILY RESIDENTIAL) ZONES; LEGAL NONCONFORMING RESIDENTIAL PROPERTIES IN COMMERCIAL AND MANUFACTURING ZONES; AND PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS) ZONES IN THE CITY OF PARAMOUNT

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

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

- A. California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and
- B. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and
- C. The City desires to ensure that residential development occurs in a prudently effective manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and
- D. The Planning Commission held a duly noticed public hearing on April 13, 2021 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 21:006, recommending that the City Council adopt this Ordinance; and
- E. The City Council held a duly noticed public hearing on this Ordinance on May 4, 2021, at which time it considered all evidence presented, both written and oral.

**SECTION 2.** The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

**SECTION 3.** Section 17.04.010 (Definitions) of the Paramount Municipal Code is hereby amended to add the following definitions:

**Compost.** The end product after the decomposition of organic matter.

**Compost bin.** A container designed to hold compostable material in such a way as to prevent it from being windblown.

**Composting.** The stockpiling and controlled decomposition of organic material which produces a humus like product.

**Compostable material.** Landscape waste or organic material including leaves, grass clippings, garden debris, brush, tree clippings, and other plant material suitable for composting or use in agricultural and other growing practices.

**Hoophouse.** A temporary or permanent structure characterized by a half-round hoop shape and typically made of glass, plastic, or fiberglass in which plants are cultivated.

**SECTION 4.** Section 17.08.020 of the Paramount Municipal Code is hereby amended to read as follows:

**17.08.020 Permitted uses.**

In the R-1 zone the following uses only are permitted, and as hereinafter specifically provided and allowed by this chapter, subject to the general provisions and exceptions set forth in Chapter 17.44:

- A. A one-family dwelling.
- B. Accessory buildings and structures, subject to the following conditions:
  - 1. Accessory buildings and structures, as defined by Section 201 of the Los Angeles County Building Code shall not exceed 40% of the required rear yard area; and
  - 2. Accessory buildings and detached garages are only permitted with a permissible main building; and
  - 3. No eave, projection, or overhang shall extend over the property line, and precautionary measures shall be taken to ensure the deflection of runoff away from such property line; and
  - 4. Placement of accessory buildings and structures shall be subject to the requirement as set forth in Section 17.08.070(C); and
  - 5. Accessory dwelling units shall comply with all requirements of Chapter 17.104 of the Paramount Municipal Code.

- C. Greenhouse and/or hoophouse (private and noncommercial) as an accessory use for propagation and culture only, subject to the following conditions:
1. Location. A greenhouse and/or hoophouse shall be located to the rear of the dwelling and five feet from property lines and any structure.
  2. Height. The maximum greenhouse/hoophouse height is nine feet.
  3. Sales. No sales associated with a greenhouse/hoophouse are permitted.
  4. Construction and maintenance. A greenhouse/hoophouse shall be of sturdy construction and maintained in quality condition. The criteria utilized in evaluating the condition of a greenhouse/hoophouse shall include, but not be limited to, torn, stained, dirty, and/or faded material.
- D. Home garden, subject to the following conditions and restrictions:
1. Onsite Sales Prohibited. The retail sales of edible landscaping shall not be conducted on the premises.
  2. Edible Landscaping—Front Yard. With the exception of fruit trees, edible landscaping in the front yard shall be restricted to raised garden beds limited to a maximum area of 50 square feet with an administrative permit as described below.
  3. Edible Landscaping—Front Yard Administrative Permit
    - a. With the exception of growing and maintaining fruit trees, a resident shall obtain an administrative permit from the Planning Department following a determination that the rear and side yards of the subject property provide insufficient garden space.
    - b. Denial of the application by the Planning Director or designee for an administrative permit to grow edible landscaping in a front yard shall be subject to appeal by the applicant to the Planning Commission. The Planning Department is required to notify the applicant in writing of the reasons for such denial, giving reference to pertinent

paragraphs of this subsection. Appeals shall be submitted in writing by the applicant and must clearly state the reasons why such appeal should be granted. Appeal procedure shall be governed by Sections 17.44.050 and 17.48.050 of this title.

- c. Revocation. Should the resident fail at any time to comply with criteria established in this subsection, such administrative permit may be revoked by the Planning Commission.
- 4. Raised Garden Beds. Raised garden beds shall not exceed a height of three feet measured from the surface of the natural ground to the top of the frame of the raised garden beds. In a front yard or corner side yard, raised garden beds shall not be closer than five feet to a front or corner side property line. Raised garden beds shall be constructed of wood, brick, masonry, landscape timbers, metal, ceramic, or synthetic lumber. Raised garden beds constructed of wood shall be structurally sound and free of rot. Prefabricated raised garden beds shall be permitted. Raised garden beds shall not be constructed of wire, chicken wire, rope, cable, utility poles, tires, plumbing fixtures, or any other similar materials.
- 5. Front Yard Plant Height. With the exception of fruit trees, edible landscaping in the front yard shall not exceed a maximum height of three feet measured from the highest point of the frame of a raised garden bed to the highest point of an edible plant.
- 6. Edible Landscaping Harvest. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil.
- 7. Maintenance. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.
- 8. Composting
  - a. Purpose. The purpose and intent of residential composting is to promote the recycling of landscape waste through composting and with minimum standards for composting.

- b. Location. Compost areas shall be located a minimum of five feet from property lines, a minimum of 15 feet from a residential structure (including accessory dwelling unit and junior accessory dwelling unit), and to the rear of the front dwelling on a property. Compost areas shall not be located within any drainage or utility easement.
  - c. Compost Bins. All compostable material shall be enclosed in one or more compost bins. Compost bins shall be properly maintained to prevent attracting and harboring rodents and pests and to prevent unpleasant odors.
  - d. Compostable Material. Compostable material includes leaves, grass clippings, garden debris, brush, tree clippings and other plant material generated solely within the residential lot where the material will be composted.
  - e. Compost Contents. Compost shall only contain compostable material, soil, and commercial compost additives. Prohibited compost contents include processed food products, including, without limitation, salad dressings and cooking or other vegetable oils; animal or dairy products, including, without limitation, fats, bones, meat, fish, fowl and cheese; and manure of any kind or other pet or human waste.
  - f. Nuisance. Any compost which gives off foul or putrid odors, attracts vermin, or encroaches on neighboring property is hereby declared to be a nuisance that will result in penalties in accordance with the relevant enforcement provisions of the Paramount Municipal Code.
- E. Home Occupation. "Home occupation" is defined as any use customarily conducted within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which does not change the character thereof or does not adversely affect the uses permitted in the zone of which it is a part.
- 1. Application. Any person proposing to manage, conduct or carry on any business within the home at any location shall file a written application for a home occupation permit and business license with the City Clerk, on forms prepared and provided to the applicant.
  - 2. Conditions and Reservations. Any license granted hereunder shall be subject to the following conditions and reservations:



- a. The carrying on of any business within the home shall be as a secondary use.
- b. The business shall not occupy more than one room or 25% of the total floor area, or a maximum of 100 square feet, whichever is less nor shall it occupy any part of the garage.
- c. No employees or assistants shall be engaged for services on the premises other than members of the resident family.
- d. No stock in trade shall be kept for public display purposes on the premises.
- e. The use shall not generate pedestrian or vehicular traffic in excess of that customarily associated with the zone or district in which the use is located.
- f. The home occupation shall not involve the use of commercial vehicles for transportation of materials to or from the premises, except when such vehicle is a commercially licensed van, pick-up truck or vacation vehicle registered to and used by a resident family member of the household exclusively for transportation.
- g. No use will be permitted which by reason of color, design, materials, construction, lighting, signs, sounds, noises, or vibrations alters the residential character of the premises, or which unreasonably disturbs the peace and quiet of the surrounding residents.
- h. The use shall not be such as to create excessive demand for municipal or utility services or community facilities beyond those actually and customarily provided for residential uses.
- i. Stored materials used in connection with the home occupation shall not exceed 100 cubic feet. Total business usage will not increase the fire load of the dwelling by more than five percent.
- j. There shall be no storage of materials or supplies in the garage or outdoors.

- k. The building and fire prevention inspectors shall have the right of reasonable inspection as with any other business within the City for the purpose of protecting the general health and welfare.
  - l. There shall be no use on the premises of material or mechanical equipment not recognized as being part of normal household or hobby use.
  - m. The home occupation shall not involve the use of signs or structures other than those permitted in the district of which it is a part.
  - n. No building or space outside of the main building shall be used for home occupation purposes.
  - o. A home occupation permittee must possess a valid City business license at all times.
  - p. The permission of the property owner or authorized representative must be obtained prior to issuance of a home occupation permit if the home occupation is located in other than an owner-occupied dwelling unit.
3. City Clerk to Issue. Upon applicant's compliance with paragraphs 1 and 2 of this subsection, the City Clerk shall, upon payment of the business license fee, issue to the applicant a home occupation permit and business license.
4. Appeal of Denial by City Clerk of the Issuance of Home Occupation Permit.
- a. Denial of the application by the City Clerk for a home occupation permit shall be subject to appeal by the applicant to the Planning Commission without fee. The City Clerk is required to notify the applicant in writing of the reasons for such denial, giving reference to pertinent paragraphs of this section.
  - b. Appeals shall be submitted in writing by the applicant and must clearly state the reasons why such appeal should be granted. Appeal procedure shall be governed by Sections 17.44.050 and 17.48.050 of this title.

5. Revocation. Should the home occupation fail at any time to comply with criteria established in paragraph 2 of this subsection, such home occupation permit may be revoked by the Planning Commission.
- F. Household pets of a type readily classifiable as being customarily incidental and accessory to a permitted principal residential use when no commercial activity is involved, subject to the following conditions and restrictions:
  1. No more than three adult animals of any species shall be permitted per dwelling unit except birds as specified in Section 6.44.020 of this Code and fish contained within an aquarium. An animal shall be considered an adult when it is either over four months of age or capable of reproducing.
  2. Livestock including cattle, sheep and goats; horses, rabbits, rodents, poultry, and fowl are prohibited.
  3. Those animals commonly classified as a wild species and potentially dangerous animals are prohibited.
  4. Adherence to all applicable conditions and regulations of Title 6 of this Code is required.
  5. In the event a question arises as to whether a species of animal is readily classifiable as being a household pet, the Planning Director may require that a permit be obtained for said animal in accordance with the provisions of Chapter 6.40 of this Code.
- G. Unclassified Uses. See unclassified uses, as provided in Chapter 17.40.
- H. The major repair of any vehicle must be screened from public view.
- I. Licensed residential care facilities serving six or fewer persons.

**SECTION 5.** Section 17.08.060(F) of the Paramount Municipal Code is hereby amended to read as follows:

- F. Permitted Intrusions into Required Yards. The following intrusions may project in any required yards:
  1. Fireplace structures, not wider than eight feet measured in the general direction of the wall of which it is a part, may project one foot.

2. Uncovered porches and platforms which do not extend above the floor level of the first floor, provided, that they may extend six feet into the front yard. Covered porches which do not extend above the floor level of the first floor may extend three feet into the front yard. Covered porches are limited to the entry area only, and in no case shall extend the entire width of the structure.
3. Planting boxes or masonry planters not exceeding 36 inches in height measured from the ground level may extend into any required front yard. Such height limitation does not apply to ornamental plants contained in planter boxes. Edible landscaping height shall comply with Section 17.08.020(E)(5) of the Paramount Municipal Code.
4. Eaves may intrude 18 inches into required yards.
5. Hedges not more than 42 inches in height, and shrubs, flowers, plants, trees, mailboxes and ornamental lighting standards are permitted in any required yard except as set forth in subsection D of this section.

**SECTION 6.** Section 17.12.020(D) of the Paramount Municipal Code is hereby amended to read as follows:

- D. Greenhouse and/or hoophouse (private and noncommercial) as an accessory use for propagation and culture only, subject to the following conditions:
1. Location. A greenhouse and/or hoophouse shall be located to the rear of the dwelling and five feet from property lines and any structure.
  2. Height. The maximum greenhouse/hoophouse height is nine feet.
  3. Sales. No sales associated with a greenhouse/hoophouse are permitted.
  4. Construction and maintenance. A greenhouse/hoophouse shall be of sturdy construction and maintained in quality condition. The criteria utilized in evaluating the condition of a greenhouse/hoophouse shall include, but not be limited to, torn, stained, dirty, and/or faded material.

**SECTION 7.** Section 17.12.20(E) of the Paramount Municipal Code is hereby amended to read as follows:

- E. Home garden, subject to the following conditions and restrictions:

1. Onsite Sales Prohibited. The retail sales of edible landscaping shall not be conducted on the premises.
2. Edible Landscaping—Front Yard. With the exception of fruit trees, edible landscaping in the front yard shall be restricted to raised garden beds limited to a maximum area of 50 square feet.
3. Raised Garden Beds. Raised garden beds shall not exceed a height of three feet measured from the surface of the natural ground to the top of the frame of the raised garden beds. In a front yard or corner side yard, raised garden beds shall not be closer than five feet to a front or corner side property line. Raised garden beds shall be constructed of wood, brick, masonry, landscape timbers, metal, ceramic, or synthetic lumber. Raised garden beds constructed of wood shall be structurally sound and free of rot. Prefabricated raised garden beds shall be permitted. Raised garden beds shall not be constructed of wire, chicken wire, rope, cable, utility poles, tires, plumbing fixtures, or any other similar materials.
4. Front Yard Plant Height. With the exception of fruit trees, edible landscaping in the front yard shall not exceed a maximum height of three feet measured from the highest point of the frame of a raised garden bed to the highest point of an edible plant.
5. Edible Landscaping Harvest. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil.
6. Maintenance. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.
7. Composting
  - a. Purpose. The purpose and intent of residential composting is to promote the recycling of landscape waste through composting and with minimum standards for composting.
  - b. Location. Compost areas shall be located a minimum of five feet from property lines, a minimum of 15 feet from a residential structure (including accessory dwelling unit and junior accessory dwelling unit), and to the rear of the front dwelling on a property. Compost areas shall not be located within any drainage or utility easement.

- c. Compost Bins. All compostable material shall be enclosed in one or more compost bins. Compost bins shall be properly maintained to prevent attracting and harboring rodents and pests and to prevent unpleasant odors.
- d. Compostable Material. Compostable material includes leaves, grass clippings, garden debris, brush, tree clippings, and other plant material generated solely within the residential lot where the material will be composted.
- e. Compost Contents. Compost shall only contain compostable material, soil, and commercial compost additives. Prohibited compost contents include processed food products, including, without limitation, salad dressings and cooking or other vegetable oils; animal or dairy products, including, without limitation, fats, bones, meat, fish, fowl and cheese; and manure of any kind or other pet or human waste.
- f. Nuisance. Any compost which gives off foul or putrid odors, attracts vermin, or encroaches on neighboring property is hereby declared to be a nuisance that will result in penalties in accordance with the relevant enforcement provisions of the Paramount Municipal Code.

**SECTION 8.** Section 17.12.060(F)(3) of the Paramount Municipal Code is hereby amended to read as follows:

- 3. Raised planters not exceeding 36 inches in height measured from the ground level may extend into any required yard. Such height limitation does not apply to ornamental plants contained in planter boxes. Edible landscaping height shall comply with Section 17.12.020(E)(4) of the Paramount Municipal Code.

**SECTION 9.** Section 17.16.040(E) of the Paramount Municipal Code is hereby amended to read as follows:

- E. Greenhouse and/or hoophouse (private and noncommercial) as an accessory use for propagation and culture only, subject to the following conditions:
  - 1. Location. A greenhouse and/or hoophouse shall be located to the rear of the dwelling and five feet from property lines and any structure.
  - 2. Height. The maximum greenhouse/hoophouse height is nine feet.

3. Sales. No sales associated with a greenhouse/hoophouse are permitted.
4. Construction and maintenance. A greenhouse/hoophouse shall be of sturdy construction and maintained in quality condition. The criteria utilized in evaluating the condition of a greenhouse/hoophouse shall include, but not be limited to, torn, stained, dirty, and/or faded material.

**SECTION 10.** Section 17.16.040(F) of the Paramount Municipal Code is hereby amended to read as follows:

F. Home garden, subject to the following conditions and restrictions:

1. Onsite Sales Prohibited. The retail sales of edible landscaping shall not be conducted on the premises.
2. Edible Landscaping—Front Yard. With the exception of fruit trees, edible landscaping in the front yard shall be restricted to raised garden beds limited to a maximum area of 50 square feet.
3. Raised Garden Beds. Raised garden beds shall not exceed a height of three feet measured from the surface of the natural ground to the top of the frame of the raised garden beds. In a front yard or corner side yard, raised garden beds shall not be closer than five feet to a front or corner side property line. Raised garden beds shall be constructed of wood, brick, masonry, landscape timbers, metal, ceramic, or synthetic lumber. Raised garden beds constructed of wood shall be structurally sound and free of rot. Prefabricated raised garden beds shall be permitted. Raised garden beds shall not be constructed of wire, chicken wire, rope, cable, utility poles, tires, plumbing fixtures, or any other similar materials.
4. Front Yard Plant Height. With the exception of fruit trees, edible landscaping in the front yard shall not exceed a maximum height of three feet measured from the highest point of the frame of a raised garden bed to the highest point of an edible plant.
5. Edible Landscaping Harvest. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil.
6. Maintenance. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.

7. Composting

- a. Purpose. The purpose and intent of residential composting is to promote the recycling of landscape waste through composting and with minimum standards for composting.
- b. Location. Compost areas shall be located a minimum of five feet from property lines, a minimum of 15 feet from a residential structure (including accessory dwelling unit and junior accessory dwelling unit), and to the rear of the front dwelling on a property. Compost areas shall not be located within any drainage or utility easement.
- c. Compost Bins. All compostable material shall be enclosed in one or more compost bins. Compost bins shall be properly maintained to prevent attracting and harboring rodents and pests and to prevent unpleasant odors.
- d. Compostable Material. Compostable material includes leaves, grass clippings, garden debris, brush, tree clippings and other plant material generated solely within the residential lot where the material will be composted.
- e. Compost Contents. Compost shall only contain compostable material, soil, and commercial compost additives. Prohibited compost contents include processed food products, including, without limitation, salad dressings and cooking or other vegetable oils; animal or dairy products, including, without limitation, fats, bones, meat, fish, fowl and cheese; and manure of any kind or other pet or human waste.
- f. Nuisance. Any compost which gives off foul or putrid odors, attracts vermin, or encroaches on neighboring property is hereby declared to be a nuisance that will result in penalties in accordance with the relevant enforcement provisions of the Paramount Municipal Code.

**SECTION 11.** Section 17.16.100(E) of the Paramount Municipal Code is hereby amended to read as follows:

- E. Permitted Intrusions into Required Yards. The following intrusions may project in any required yards:
  - 1. Fireplace structures, not wider than eight feet measured in the general direction of the wall of which it is a part, may project 18 inches.



2. Uncovered porches and platforms which do not extend above the floor level of the first floor, 18 inches; provided, that they may extend six feet into the front and rear yard.
3. Masonry planters not exceeding 36 inches in height measured from the ground level may extend six feet into any required front yard. Such height limitation does not apply to ornamental plants contained in planter boxes. Edible landscaping height shall comply with Section 17.16.040(F)(4) of the Paramount Municipal Code.
4. Eaves may intrude 18 inches into a required yard.
5. Other intrusions may be approved if deemed unobtrusive by the Planning Director.

**SECTION 12.** Section 17.44.680 of the Paramount Municipal Code is hereby amended to read as follows:

**17.44.680 Home gardens in residentially developed legal nonconforming properties.**

A home garden is a permitted use in a residentially developed legal nonconforming property located in a commercial or manufacturing zone, subject to the following:

- A. Onsite Sales Prohibited. The retail sales of edible landscaping shall not be conducted on the premises.
- B. Edible Landscaping Area—Front Yard. With the exception of fruit trees, edible landscaping in the front yard shall be restricted to one raised garden bed limited to a maximum area of 50 square feet.
- C. Raised Garden Beds. Raised garden beds shall not exceed a height of three feet measured from the surface of the natural ground to the top of the frame of the raised garden beds. In a front yard or corner side yard, raised garden beds shall not be closer than five feet to a front or corner side property line. Raised garden beds shall be constructed of wood, brick, masonry, landscape timbers, metal, ceramic, or synthetic lumber. Raised garden beds constructed of wood shall be structurally sound and free of rot. Prefabricated raised garden beds shall be permitted. Raised garden beds shall not be constructed of wire, chicken wire, rope, cable, utility poles, tires, plumbing fixtures, or any other similar materials.
- D. Front Yard Plant Height. With the exception of fruit trees, edible landscaping in the front yard shall not exceed a maximum height of three feet measured from the highest point of the frame of a raised garden bed to the highest point of an edible plant.

- E. Edible Landscaping Harvest. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil.
- F. Maintenance. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.
- G. Composting
  - 1. Purpose. The purpose and intent of residential composting is to promote the recycling of landscape waste through composting and with minimum standards for composting.
  - 2. Location. Compost areas shall be located a minimum of five feet from property lines, a minimum of 15 feet from a residential structure (including accessory dwelling unit and junior accessory dwelling unit), and to the rear of the front dwelling on a property. Compost areas shall not be located within any drainage or utility easement.
  - 3. Compost Bins. All compostable material shall be enclosed in one or more compost bins. Compost bins shall be properly maintained to prevent attracting and harboring rodents and pests and to prevent unpleasant odors.
  - 4. Compostable Material. Compostable material includes leaves, grass clippings, garden debris, brush, tree clippings and other plant material generated solely within the residential lot where the material will be composted.
  - 5. Compost Contents. Compost shall only contain compostable material, soil, and commercial compost additives. Prohibited compost contents include processed food products, including, without limitation, salad dressings and cooking or other vegetable oils; animal or dairy products, including, without limitation, fats, bones, meat, fish, fowl and cheese; and manure of any kind or other pet or human waste.
  - 6. Nuisance. Any compost which gives off foul or putrid odors, attracts vermin, or encroaches on neighboring property is hereby declared to be a nuisance that will result in penalties in accordance with the relevant enforcement provisions of the Paramount Municipal Code.

**SECTION 13.** Section 17.72.130 of the Paramount Municipal Code is hereby amended to read as follows:

**17.72.130 Permitted uses.**

This section shall supersede any permitting requirement of an individual PD-PS zone and applies only to uses permitted by an individual PD-PS zone.

- A. The following uses, in addition to uses enumerated in a particular manufacturing PD-PS zone, are permitted:
  - 1. Manufacture, processing, or treatment of articles from previously prepared materials, excluding metal.
- B. The following uses, in addition to uses enumerated in a particular residential PD-PS zone, are permitted:
  - 1. Greenhouse and/or hoophouse (private and noncommercial) as an accessory use for propagation and culture only, subject to the following conditions:
    - a. Location. A greenhouse and/or hoophouse shall be located to the rear of the dwelling and five feet from property lines and any structure.
    - b. Height. The maximum greenhouse/hoophouse height is nine feet.
    - c. Sales. No sales associated with a greenhouse/hoophouse are permitted.
    - d. Construction and maintenance. A greenhouse/hoophouse shall be of sturdy construction and maintained in quality condition. The criteria utilized in evaluating the condition of a greenhouse/hoophouse shall include, but not be limited to, torn, stained, dirty, and/or faded material.
  - 2. Home garden, subject to the following conditions and restrictions:
    - a. Onsite Sales Prohibited. The retail sales of edible landscaping shall not be conducted on the premises.
    - b. Edible Landscaping—Front Yard. With the exception of fruit trees, edible landscaping in the front yard shall be restricted to raised garden beds limited to a maximum area of 50 square feet.
    - c. Raised Garden Beds. Raised garden beds shall not exceed a height of three feet measured from the surface of the natural ground to the top of the frame of the raised garden beds. In a front yard or corner side yard, raised garden beds shall not be closer than five feet to a front or corner side property line. Raised garden beds shall be constructed of

wood, brick, masonry, landscape timbers, metal, ceramic, or synthetic lumber. Raised garden beds constructed of wood shall be structurally sound and free of rot. Prefabricated raised garden beds shall be permitted. Raised garden beds shall not be constructed of wire, chicken wire, rope, cable, utility poles, tires, plumbing fixtures, or any other similar materials.

- d. Front Yard Plant Height. With the exception of fruit trees, edible landscaping in the front yard shall not exceed a maximum height of three feet measured from the highest point of the frame of a raised garden bed to the highest point of an edible plant.
- e. Edible Landscaping Harvest. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil.
- f. Maintenance. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.

### 3. Composting

- a. Purpose. The purpose and intent of residential composting is to promote the recycling of landscape waste through composting and with minimum standards for composting.
- b. Location. Compost areas shall be located a minimum of five feet from property lines, a minimum of 15 feet from a residential structure (including accessory dwelling unit and junior accessory dwelling unit), and to the rear of the front dwelling on a property. Compost areas shall not be located within any drainage or utility easement.
- c. Compost Bins. All compostable material shall be enclosed in one or more compost bins. Compost bins shall be properly maintained to prevent attracting and harboring rodents and pests and to prevent unpleasant odors.
- d. Compostable Material. Compostable material includes leaves, grass clippings, garden debris, brush, tree clippings and other plant material generated solely within the residential lot where the material will be composted.

- e. Compost Contents. Compost shall only contain compostable material, soil, and commercial compost additives. Prohibited compost contents include processed food products, including, without limitation, salad dressings and cooking or other vegetable oils; animal or dairy products, including, without limitation, fats, bones, meat, fish, fowl and cheese; and manure of any kind or other pet or human waste.
- f. Nuisance. Any compost which gives off foul or putrid odors, attracts vermin, or encroaches on neighboring property is hereby declared to be a nuisance that will result in penalties in accordance with the relevant enforcement provisions of the Paramount Municipal Code.

**SECTION 14. California Environmental Quality Act (CEQA).** This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

**SECTION 15. Severability.** If any section, subsection, sentence, clause or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

**SECTION 16. Effective Date.** This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup> day of June 2021.

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Brenda Olmos, Mayor

ATTEST

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Heidi Luce, City Clerk

MAY 4, 2021

PUBLIC HEARING

ORDINANCE NO. 1151

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 21, AMENDING SECTION 17.04.010 (DEFINITIONS) OF TITLE 17 OF THE PARAMOUNT MUNICIPAL CODE; AND AMENDING CHAPTER 17.104 OF TITLE 17 OF THE PARAMOUNT MUNICIPAL CODE IN ITS ENTIRETY, ESTABLISHING REVISED REGULATIONS FOR ACCESSORY DWELLING UNITS AND ADDING REGULATIONS FOR JUNIOR ACCESSORY DWELLING UNITS IN ALL RESIDENTIAL ZONES CITYWIDE IN THE CITY OF PARAMOUNT”

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
  - (1) THOSE IN FAVOR
  - (2) THOSE OPPOSED
- D. MOTION TO CLOSE THE PUBLIC HEARING.

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

CONTINUED... PLEASE TURN PAGE

E. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1151, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

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





**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** John Carver, Planning Director  
John King, AICP, Assistant Planning Director

**Date:** May 4, 2021

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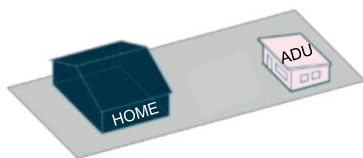
**Subject: ORDINANCE NO. 1151/ZONING ORDINANCE TEXT AMENDMENT NO. 21  
ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY  
DWELLING UNITS**

## Request

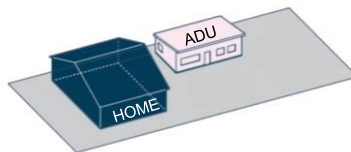
This item is a request for the City Council to approve Zoning Ordinance Text Amendment (ZOTA) No. 21 to establish revised regulations for accessory dwelling units and adding regulations for junior accessory dwelling units in all residential zones citywide. The Planning Commission conducted a public hearing on April 13, 2021 and unanimously recommended approval of ZOTA No. 21.

## Background

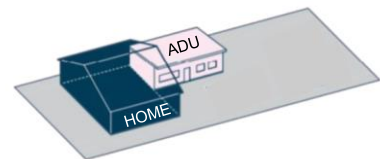
In 2017, the State of California enacted Senate Bill (SB) 1069 and Assembly Bill (AB) 2299 to amend Section 65852.2 of the Government Code. This legislation replaced all previous references to "second unit" with the term "accessory dwelling unit" (ADU). An ADU is a small home (also known as an in-law unit, back house, *casita*, or granny flat) that can be a conversion of a garage or other accessory structure (such as a storage room), addition to existing home, or a new detached building to the rear of a main house. The graphics below (credit: CityLab) demonstrate these three ADU types. An accessory structure attached to a residence can also be converted.



*Garage conversion*



*New detached building to  
the rear of a main house*



*Addition to an existing  
home*

Over the years, ADU laws have been revised by the State to create more housing units as a solution to the current housing availability and affordability crisis. Changes to ADU laws effective in 2020 and 2021 further reduce barriers, streamline the approval process, and expand capacity to accommodate the development of ADUs and junior accessory

dwelling units (JADUs). A JADU is a residential unit that is no more than 500 square feet in size and is contained entirely within an existing or proposed single-family structure. As JADUs are not required to contain a bathroom, a resident of a JADU may share bathroom facilities with the residents of the primary dwelling. JADUs were previously an optional housing type, but since 2020 the State has required all jurisdictions to allow JADUs.

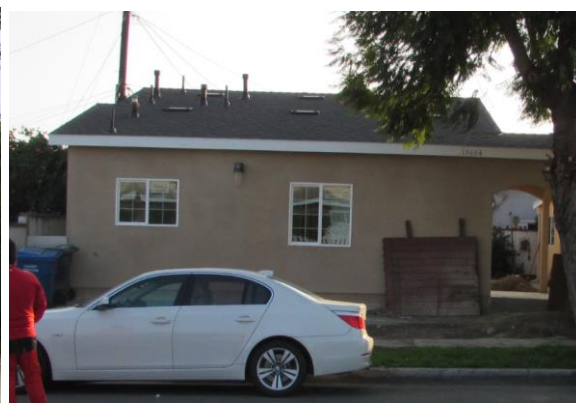
At this time, the City is required to approve ADUs and JADUs at the default State of California standards. The State allows cities to adopt local ADU ordinances with a modicum of possible refinements. The draft ordinance has been prepared as such to protect the health, safety, and welfare of residents and promote neighborhood harmony within the limited State parameters.

### **ADU examples**

Below are properties with an ADU conversion. The first example included a reframed roof with a different orientation from the original condition.



*Before*



*After*



*Before*



*After*

## **Proposed Amendment**

The Zoning Ordinance would amend Section 17.04.010 (Definitions) and amend in full Chapter 17.104 (Accessory Dwelling Units) of the Paramount Municipal Code.

### *DEFINITIONS*

In the definitions section, the following terms are proposed as follows:

Accessory dwelling unit (ADU). An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code, as may be amended; and
2. A manufactured home, as defined in California [Health and Safety Code](#) Section 18007.

Efficiency kitchen. A kitchen that includes each of the following:

1. A cooking facility with appliances;
2. A food preparation counter that are adequate for the size of the unit; and
3. Food storage cabinets that are adequate for the size of the unit.

Junior Accessory Dwelling Unit (JADU). A residential unit that:

1. Is no more than 500 square feet in size;
2. Is contained entirely within an existing or proposed single-family structure;
3. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and
4. Includes an efficiency kitchen.

The proposed revisions to Chapter 17.104 (Accessory Dwelling Units) include the following:

- ADUs shall be permitted on any residential or any mixed-use zone that includes a residential component. This is a State requirement. Previously Paramount only allowed ADUs in the R-1 (Single-Family Residential) zone.

- The City will consider ADU applications ministerially without discretionary review or a hearing within 60 calendar days after receiving a completed ADU application. The State reduced the approval timeframe down from 120 days.
- Building Code requirements shall apply to all ADUs.
- The floor area of an attached ADU shall not exceed 50% of the existing living area of the existing dwelling or 1,000 square feet, whichever is more.
- The total floor area for a detached ADU shall not exceed 1,000 square feet for an ADU with two or more bedrooms. This maximum area is a reduction from the 1,200 square feet currently allowed under State law when a city does not have a local ordinance. The State does not allow cities to reduce the maximum ADU area any more than 1,000 square feet.
- The maximum floor area for a one-bedroom ADU shall not exceed 850 square feet.
- The total size of a JADU shall be not exceed more than 500 square feet.
- Detached ADUs must have rear and side setbacks of at least four feet.
- A single-story attached or detached ADU may not exceed 16 feet in height above grade, measured to the peak of the structure. This height maximum is the lowest building height allowed under State law. Without a local ordinance, ADUs are permitted up to the height allowed in the underlying zone. This change will effectively bring ADUs to a one-story height.
- When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- Converted ADUs and JADUs on a single-family lot are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADU or JADU is constructed with a new single-family home.
- No more than two detached ADUs may be permitted on a lot that has an existing multi-family dwelling if each detached ADU satisfies side and rear yard setbacks of at least four feet (corner and exterior setbacks for the zoning district apply) and the total floor area is 800 square feet or smaller. According to the State of California, a “multi-family” dwelling is a duplex or other attached homes.
- ADUs established within an existing single-family residence shall meet restrictions and requirements, including independent exterior access and sufficient side and rear setbacks, for fire safety.

The City Attorney has reviewed and approved this Ordinance.

### **Environmental Assessment**

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

## **Summary**

The City has been reviewing and approving ADUs in compliance with State law. However, the absence of a local ordinance has resulted in ADU construction based on the State's one-size-fits-all ADU framework for urban areas. The proposed ordinance brings at least a small amount of local differentiation from the State model. Changes include reducing ADUs from 1,200 square feet to 1,000 square feet and reducing the height to 16 feet, and doing so will bring better compatibility between ADUs and the surrounding neighborhoods.

## **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1151, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1151**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 21, AMENDING SECTION 17.04.010 (DEFINITIONS) OF TITLE 17 OF THE PARAMOUNT MUNICIPAL CODE; AND AMENDING CHAPTER 17.104 OF TITLE 17 OF THE PARAMOUNT MUNICIPAL CODE IN ITS ENTIRETY, ESTABLISHING REVISED REGULATIONS FOR ACCESSORY DWELLING UNITS AND ADDING REGULATIONS FOR JUNIOR ACCESSORY DWELLING UNITS IN ALL RESIDENTIAL ZONES CITYWIDE IN THE CITY OF PARAMOUNT

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

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

- A. California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and
- B. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and
- C. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and
- D. The City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and
- E. The Planning Commission held a duly noticed public hearing on April 13, 2021 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 21:006, recommending that the City Council adopt this Ordinance; and
- F. The City Council held a duly noticed public hearing on this Ordinance on May 4, 2021, at which time it considered all evidence presented, both written and oral.

**SECTION 2.** The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

**SECTION 3.** Section 17.04.010 (Definitions) of Title 17 of the Paramount Municipal Code is hereby amended as follows to:

Amend the following definition:

**Accessory Dwelling Unit (ADU).** An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code, as may be amended; and
2. A manufactured home, as defined in California Health and Safety Code Section 18007.

Add the following definitions:

**Efficiency kitchen.** A kitchen that includes each of the following:

1. A cooking facility with appliances;
2. A food preparation counter that is adequate for the size of the unit; and
3. Food storage cabinets that are adequate for the size of the unit.

**Junior Accessory Dwelling Unit (JADU).** A residential unit that:

1. Is no more than 500 square feet in size;
2. Is contained entirely within an existing or proposed single-family structure;
3. Includes its own separation sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and
4. Includes an efficiency kitchen.

**Living area.** The interior habitable area of a dwelling unit including basements and attics meeting habitable space requirements of the California Building Code with Los Angeles County amendments but does not include a garage or accessory structure.

**Nonconforming zoning condition.** A physical improvement on a property that does not conform with current zoning standards.

**Passageway.** A pathway that is unobstructed clear to the sky and extends from a street to one entrance of an accessory dwelling unit.

**Proposed dwelling.** A dwelling that is the subject of a permit application and that meets the requirements for permitting.

**Public transit.** A location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

**Tandem parking.** Two or more automobiles parked on a driveway or in any other location on a lot, lined up behind one another.

**SECTION 4.** Chapter 17.104 of the Paramount Municipal Code is hereby amended in full to read as follows:

## **Chapter 17.104**

### **ACCESSORY DWELLING UNITS (ADUs)**

#### **17.104.010 Purpose.**

The accessory dwelling unit (ADU) and junior accessory dwelling unit (JADU) regulations set forth are established to comply with the state standards and requirements set forth in Section 65852.2 and 65852.22 of the California Government Code. All provisions set forth in these Sections 65852.2 and 65852.22 shall be subject to the applicable preemptive limitations set forth in such Government Code Sections 65852.2 and 65852.22, as those may be amended from time to time.

#### **17.104.020 Effect of nonconforming.**

An ADU or JADU that conforms to the standards in this section will not be:

- A. Deemed inconsistent with the Paramount General Plan and zoning designation for the lot on which the ADU or JADU is located.
- B. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- C. Considered in the application of any local ordinance, policy, or program to limit residential growth.
- D. Required to correct a nonconforming zoning condition, as defined in Section 17.104.030. This effect does not prevent the City from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.



**17.104.030 Definitions.**

**Accessory dwelling unit (ADU).** As set forth in Section 17.04.010, an "accessory dwelling unit," or "ADU" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. It shall include a manufactured home, as defined in California Health and Safety Code Section 18007. A trailer, motor vehicle, or other recreational vehicle may not be used as an ADU or maintained as a habitable unit or living area on a residential lot.

**Efficiency kitchen.** A kitchen that includes each of the following:

- A. A cooking facility with appliances;
- B. A food preparation counter that are adequate for the size of the unit; and
- C. Food storage cabinets that are adequate for the size of the unit.

**Junior Accessory Dwelling Unit (JADU).** A residential unit that:

- A. Is no more than 500 square feet in size;
- B. Is contained entirely within an existing or proposed single-family structure;
- C. Includes its own separation sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and
- D. Includes an efficiency kitchen.

**Living area.** The interior habitable area of a dwelling unit including basements and attics meeting habitable space requirements of the California Building Code with Los Angeles County amendments but does not include a garage or accessory structure.

**Nonconforming zoning condition.** A physical improvement on a property that does not conform with current zoning standards.

**Passageway.** A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit (ADU).

**Proposed dwelling.** A dwelling that is the subject of a permit application and that meets the requirements for permitting.

**Public transit.** A location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

**Tandem parking.** Two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

**17.104.030 Permitted locations and zones.**

ADUs shall be permitted in all residential zones and all mixed-use zones that allow residential uses. New ADUs are not permitted in commercial zones or manufacturing zones.

**17.104.040 Applications.**

The City shall consider ADU and JADU applications ministerially without discretionary review or a hearing within 60 calendar days after receiving a completed application if there is an existing single-family or multifamily dwelling on the lot, if it meets the minimum ADU and JADU standards of Chapter 17.104 of the Paramount Municipal Code.

**17.104.050 Impact fees.**

No impact fees are required for an ADU that is less than 750 square feet in size. Any impact fee that is required for an ADU that is 750 square feet or larger in size shall be calculated proportionally in relation to the square footage of the primary unit. (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling unit). The property owner shall pay all applicable impact fees related to an ADU.

**17.104.060 Design.**

The architectural design, exterior materials, and color of an ADU shall be similar and compatible to the architectural design, exterior materials, including window style and materials, roof slopes, and color of the existing or proposed dwelling on the same lot. If an attached or detached garage is converted to an ADU, the garage door shall be replaced with an exterior wall compatible with the existing dwelling.

**17.104.070 Building codes.**

City building code requirements set forth in Title 15 of the Paramount Municipal Code shall apply to ADUs and JADUs.

**17.104.080 Configuration.**

- A. An ADU may be attached to the existing dwelling, located within the living area of the existing dwelling, or detached from the existing dwelling unit so long that it is located on the same lot as the existing dwelling. An ADU which is to be located within the living area of the existing dwelling shall comply with those standards in Section 17.104.210 (single-family dwelling) or Section 17.104.230 (multifamily dwelling). Notwithstanding, only one JADU when contained entirely within an existing or proposed single-family residence and not exceeding 500 square feet is allowed on the same lot as an ADU.
- B. An attached ADU may have a separate entrance which may be facing the side or the rear yards; provided, however, any entry for the ADU shall not be visible from the primary street on which the property fronts unless physically infeasible.

**17.104.090 Floor area and unit size requirements for ADU.**

- A. The floor area of an attached ADU shall not exceed 50% of the existing living area of the existing dwelling or 1,000 square feet, whichever is greater.
- B. The maximum floor area for an ADU shall not exceed 1,000 square feet.
- C. The maximum floor area for a one bedroom ADU shall not exceed 850 square feet.
- D. The minimum size for an ADU shall be of sufficient floor area for an efficiency unit with efficiency kitchen. ADUs that meet the requirements of Section 17.104.090 shall be approved ministerially.

**17.104.100 Lot size.**

ADUs shall be permitted on any residential or any mixed-use zone that includes a residential component without regard to lot size.

**17.104.110 Building height.**

An attached or detached ADU may not exceed 16 feet in height above grade, measured to the peak of the structure.

**17.104.120 Minimum structure separation for a detached ADU.**

A minimum six-foot separation must be maintained between the ADU and the existing single-family dwelling or accessory structure on the same lot.

**17.104.130 Setbacks.**

- A. Detached ADUs must have rear and side setbacks of at least four feet.
- B. Attached ADUs shall meet the setback requirement of the zone in which they are located.
- C. When an existing detached or attached garage is proposed to be converted to an ADU, no additional setbacks shall be required subject to meeting the zoning requirements of the Paramount Municipal Code, including, but not limited to, life safety, emergency egress, and fire code requirements set forth therein.

**17.104.140 Prohibiting subdivision.**

Nothing contained herein shall be construed to permit subdivisions of real property otherwise prohibited by the Paramount Municipal Code or State law.

**17.104.150 Parking.**

- A. Off-street parking is not required for an ADU or JADU located less than one half-mile walking distance of public transit. If a property is not within a half-mile of walking distance to a transit stop, one off-street parking space shall be provided and may be located in setback areas or as tandem parking, as defined in Section 17.140.020.

- B. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

**17.104.160 Driveways.**

A property developed with an ADU, whether located on a corner lot or an interior lot, may only maintain one driveway approach and one driveway. When a property is accessible by both a public street and a public alley right-of-way at the rear or side property line, one additional driveway opening may be maintained only from the alley right-of-way.

**17.104.170 Passageways.**

A separate passageway shall not be required in conjunction with the construction of an ADU.

**17.104.180 Fire sprinklers.**

Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

**17.104.190 Utility connections.**

Converted ADUs (and JADUs on a single-family lot), created under Section 17.104.210 or Section 17.104.230, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. A connection fee or capacity charge is not required unless the ADU or JADU is constructed with a new single-family home.

**17.104.200 Tenancy and restrictive covenant.**

- A. An ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
- B. No ADU or JADU may be rented for a term that is less than 30 days.
- C. Owner-occupancy in the single-family residence in which a JADU is permitted is required. The owner may reside in either the remaining portion of the structure or the newly created JADU. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization. A deed restriction shall be recorded
- D. Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an ADU or JADU on a lot zoned for residential use that meets the requirements of Section 65852.2 or 65852.22 of the Government Code, is void and unenforceable.

**17.104.210 Conversions of existing interior space – single-family.**

This option cannot be combined with the construction of a new detached ADU under Section 17.104.220. An application for a building permit to create only one ADU and JADU per lot with an existing or proposed single-family dwelling shall be ministerially approved subject to the following requirements:

- A. The unit is contained within the existing space of a legally permitted accessory structure or single-family residence.
- B. The unit either within the space of a proposed single-family dwelling unit; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure (ADU only), plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
- C. The unit has independent exterior access from the existing single-family residence.
- D. The side and rear setbacks are sufficient for fire safety as dictated by applicable fire and building codes.
- E. The applicant shall not be required to provide an off-street parking space for the ADU.
- F. Design review shall not be required for minimal exterior changes that do not expand the existing structure.
- G. The applicant shall not be required to install a new or separate utility connection directly between the ADU and the utility, and shall not be charged a connection fee or capacity charge related to such requirement. The applicant may voluntarily install a new or separate utility connection, which are only subject to any applicable fees when constructed with a new single-family dwelling.

**17.104.220 Detached ADUs – single-family.**

This option cannot be combined with conversions of existing single-family interior space under Section 17.104.210. One detached, new construction ADU on a lot with a proposed or existing single-family dwelling shall be ministerially approved (in addition to any JADU that might otherwise be established under JADU regulations), if the detached ADU satisfies the following limitations:

- A. The side yard and rear yard setbacks are at least four feet; (corner and exterior setbacks for the zoning designation apply); and
- B. The total floor area is no more than 850 square feet for a one-bedroom ADU or no more than 1,000 square feet for an ADU that provides more than one bedroom; and
- C. The peak height above grade is 16 feet or less.

**17.104.230 Conversions of existing interior space – multifamily.**

This option cannot be combined with the construction of a new detached ADU under Section 17.104.240. Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, shall be ministerially

approved if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, or up to 25 percent of the existing multifamily dwelling units may each have a converted ADU under this section.

**17.104.240 Detached ADUs – multifamily.**

This option cannot be combined with conversions of existing multifamily interior space under Section 17.104.230. No more than two detached ADUs shall be ministerially approved on a lot that has an existing multi-family dwelling if each detached ADU satisfies the following limitations:

- A. The side yard and rear yard setbacks are at least four feet; (corner and exterior setbacks for the zoning designation apply); and
- B. The total floor area is no more than 850 square feet for a one-bedroom ADU or no more than 1,000 square feet for an ADU that provides more than one bedroom.

**17.104.250 Mixed single-family and multifamily properties.**

Properties with both at least one single-family dwelling and at least one multifamily dwelling are only eligible for one of the four categories described above in Section 17.104.210, Section 17.104.220, Section 17.104.230, and Section 17.104.240 of the Paramount Municipal Code.

**17.104.250 Existing units.**

Existing ADUs that have not been approved by the City are required to obtain approval in order to be considered a lawful use. Existing unapproved ADUs are not considered a legal nonconforming use.

**17.104.260 Failure to comply.**

Any individual, entity, company, or corporation who fails at any time to comply with, or violates the provisions of this chapter and/or any requirements imposed as a condition of being granted a land use entitlement, shall be subject to the enforcement provisions as enumerated in the Paramount Municipal Code.

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

**SECTION 6. Severability.** If any section, subsection, sentence, clause or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council

hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

**SECTION 7. Effective Date.** This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup> day of June 2021.

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Brenda Olmos, Mayor

ATTEST

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Heidi Luce, City Clerk

MAY 4, 2021

PUBLIC HEARING

ADOPTION OF THE ONE-YEAR ACTION PLAN (FY 2021-2022) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
  - (1) THOSE IN FAVOR
  - (2) THOSE OPPOSED
- D. MOTION TO CLOSE THE PUBLIC HEARING.

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

- E. MOTION IN ORDER:

ADOPT THE ONE-YEAR ACTION PLAN (FY 2021-2022), AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND SUBMIT ALL REQUIRED CERTIFICATIONS AND RELATED DOCUMENTS AND AGREEMENTS TO IMPLEMENT THE ONE-YEAR ACTION PLAN (FY 2021-2022) IN COMPLIANCE WITH HUD REGULATIONS.

CONTINUED... PLEASE TURN PAGE



MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Karina Lam, Finance Director  
Esther Luis, Consultant  
**Date:** May 4, 2021

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**Subject: PUBLIC HEARING REGARDING ADOPTION OF THE ONE-YEAR ACTION PLAN (FY 2021-2022) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS**

### Background

In May 2017, the City submitted its Consolidated Plan for the period covering July 1, 2017 through June 30, 2022. The Consolidated Plan provides the U.S. Department of Housing and Urban Development (HUD) with a comprehensive assessment of the City's housing and community development needs and outlines the City's priorities, objectives and strategies for the investment of CDBG and HOME funds to address these needs over the next five years. The objectives were determined through an analysis of the City's needs and resources.

While the Consolidated Plan establishes objectives and strategies, the Annual Action Plan (FY 2021-2022) identifies the specific activities that will use CDBG and HOME funds to achieve certain outcomes related to the established objectives. The Action Plan covers activities to be implemented during the period starting July 1, 2021 and ending June 30, 2022.

### One-Year Action Plan (FY 2021-2022)

For FY 2021-2022, the City received notice from HUD on February 26, 2021 that it will receive \$766,201 in CDBG funds and \$300,303 in HOME funds for a total funding amount of \$1,066,504. Should there be any change to the formula grant allocations, adjustments to the Action Plan budget will be made proportionally and in compliance with regulatory requirements.

The Action Plan identifies the following CDBG and HOME activities to be implemented during the next fiscal year:

Community Development Block Grant:

|                            |                                    |                   |
|----------------------------|------------------------------------|-------------------|
| 1. City of Paramount       | CDBG Administration (CDBG)         | \$ 137,240        |
| 2. Fair Housing Foundation | Fair Housing Services (CDBG)       | 16,000            |
| 3. City of Paramount       | Graffiti Removal (CDBG)            | 114,930           |
| 4. City of Paramount       | Code Enforcement (CDBG LMA* Res.)  | 250,000           |
| 5. City of Paramount       | Code Enforcement (CDBG SBA** Com.) | 150,000           |
| 6. City of Paramount       | Commercial Rehabilitation Program  | 98,031            |
| <b>Total</b>               |                                    | <b>\$ 766,201</b> |

\*LMA – Low and Moderate Area

\*\*SBA – Slum and Blight Area

HOME Investment Partnerships:

|                      |                                  |                   |
|----------------------|----------------------------------|-------------------|
| 1. City of Paramount | HOME Administration (HOME)       | \$ 30,030         |
| 2. City of Paramount | Home Improvement Program         | 225,228           |
| 3. City of Paramount | Affordable Housing Program- CHDO | 45,045            |
| <b>Total</b>         |                                  | <b>\$ 300,303</b> |

**Grand Total** **\$1,066,504**

As part of the citizen participation process, the city is required to make the Action Plan available for a minimum period of 30 days for public comment. The public comment period began on April 2, 2021 and ran through May 4, 2021. To date, the City has not received any comments from the public during this period. Any public comments received during the City Council meeting for this item will be incorporated into the 2021-2022 One-Year Action Plan before it is submitted to HUD.

**RECOMMENDED ACTION**

It is recommended that the City Council conduct a public hearing and adopt the One-Year Action Plan (FY 2021-2022), authorize the City Manager or his designee to execute and submit all required certifications and related documents and agreements to implement the One-Year Action Plan (FY 2021-2022) in compliance with HUD regulations.

MAY 4, 2021

RESOLUTION NO. 21:013

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING BOTH THE ADMINISTERING AGENCY STATE MASTER AGREEMENT NO. 07-5336S21 AND PROGRAM SUPPLEMENT AGREEMENT NO. 000000W37 FOR FUNDING A LOCAL ROADWAY SAFETY PLAN (LRSP)”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:013.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** May 4, 2021

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**Subject: RESOLUTION NO. 21:013 – APPROVING BOTH THE ADMINISTERING AGENCY STATE MASTER AGREEMENT NO. 07-5336S21 AND PROGRAM SUPPLEMENT AGREEMENT NO. 000000W37 FOR FUNDING A LOCAL ROADWAY SAFETY PLAN (LRSP)**

In November 2019, staff submitted an application to the California Transportation Commission (CTC) for the development of a Local Roadway Safety Plan (LRSP). The proposed LRSP creates a framework to systematically identify and analyze safety problems and recommend safety improvements. The LRSP focuses on evaluating the City's entire roadway network using a defined set of criteria to identify and prioritize safety projects to submit for future Highway Safety Improvement Program (HSIP) funding consideration. The City of Paramount's project was selected; however, before funding can be made available, the Administering Agency (Paramount) and the State are required to enter into an agreement to establish terms and conditions applicable for the designated project.

Attached are both the Administering Agency State Master Agreement No. 07-5336S21 and Supplement Agreement No. 000000W37. Resolution No. 21:013 is the formal authorization by the City required for executing these agreements. Once these agreements are executed, we will be able to begin the development of the LRSP.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 21:013 approving both the Administering Agency State Master Agreement No. 07-5336S21 and Supplement Agreement No. 000000W37.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 21:013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING BOTH THE ADMINISTERING AGENCY STATE MASTER AGREEMENT NO. 07-5336S21 AND PROGRAM SUPPLEMENT AGREEMENT NO. 000000W37 FOR FUNDING THE DEVELOPMENT OF A LOCAL ROADWAY SAFETY PLAN (LRSP)

WHEREAS, before LRSP funds can be made available for a specific program project the Administering Agency State Master Agreement (No. 07-5336S21) must be approved along with the Program Supplement Agreement (No. 000000W37) thereby establishing terms and conditions applicable to the Administering Agency when receiving LRSP funds for a designated project; and

WHEREAS, no invoices for reimbursement of design cost can be processed until both the Administering Agency State Master Agreement (No. 07-5336S21) and Program Supplement Agreement (No. 000000W37) is fully executed; and

WHEREAS, Administering Agency State Master Agreement (No. 07-5336S21) and Program Supplement Agreement (No. 000000W37) shall remain in effect until amended or terminated.

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

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

**SECTION 2.** Administering Agency State Master Agreement (No. 07-5336S21) and Program Supplement Agreement (No. 000000W37) is hereby approved and the Mayor and City Clerk are directed to sign on behalf of the City.

**SECTION 3.** The Mayor is hereby authorized to affix her signature to this resolution signifying to its adoption by the City Council of the City of Paramount, and the City Clerk is directed to attest hereto.

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Brenda Olmos, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Luce, City Clerk

PROGRAM SUPPLEMENT NO. 000000W37  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 07-5336S21

Adv Project ID 0721000010 Date: April 13, 2021  
Location: 07-LA-0-PRM  
Project Number: LRSPL-5336(022)  
E.A. Number:  
Locode: 5336

This Program Supplement, effective \_\_\_\_\_, hereby adopts and incorporates into the Administering Agency-State Agreement No. 07-5336S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** CITY OF PARAMOUNT, DEVELOPE A LOCAL ROADWAY SAFETY PLAN.  
LRSP ID # LRSP052

**TYPE OF WORK:** DEVELOPE A LOCAL ROADWAY SAFETY PLAN (LRSP).

| Estimated Cost | State Funds       | Matching Funds |  |        |
|----------------|-------------------|----------------|--|--------|
|                | STATE \$72,000.00 | LOCAL          |  | OTHER  |
| \$80,000.00    |                   | \$8,000.00     |  | \$0.00 |

CITY OF PARAMOUNT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

*Jenny Lee*

Date

4/15/2021

\$72,000.00

**SPECIAL COVENANTS OR REMARKS**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will be



**SPECIAL COVENANTS OR REMARKS**

limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
STATE-FUNDED PROJECTS

|          |                      |
|----------|----------------------|
| 07       | City of Paramount    |
| -----    | -----                |
| District | Administering Agency |

Agreement No. 07-5336S21

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Paramount, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

## ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

## ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the



form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.
5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

## ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
By \_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

Date \_\_\_\_\_

City of Paramount

By \_\_\_\_\_

City of Paramount  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right



to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

MAY 4, 2021

APPROVAL OF MEASURE R FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE ROSECRANS AVENUE BRIDGE RETROFIT PROJECT

MOTION IN ORDER:

APPROVE THE MEASURE R FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE ROSECRANS AVENUE BRIDGE RETROFIT PROJECT AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** May 4, 2021

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**Subject: APPROVAL OF MEASURE R FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE ROSECRANS AVENUE BRIDGE RETROFIT PROJECT**

In early 2019, the City of Paramount received funding from the Federal Highway Bridge Program (HBP) for the rehabilitation of the Rosecrans Avenue Bridges (2) over the Los Angeles River. Per the guidelines of the HBP funds, 88.3% of the costs is Federal and 11.7% is the Local Match. However, the City of Paramount has been successful in leveraging LACMTA (Metro) Measure R funding towards the City's 11.7% Local Match.

The Rosecrans Avenue Bridge is on a major arterial in the City of Paramount which provides an east-west connection between Interstate 710 Long Beach Freeway and State Route 19 Lakewood Boulevard. The Rosecrans Avenue Bridge was built in 1951, lengthened on both approaches between late 1950s to early 1960s, widened in 1972 and seismically retrofitted in 1991. The proposed improvements will extend the bridge life, as well as, bring the bridge to current standards and in compliance with the Association of State Highway Transportation Officials (AASHTO).

On June 25, 2020, the Metro Board programmed \$800,000, in Measure R Funds to the City of Paramount for the completion of the Project Approval/Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E) design phase of the project. This requires a funding agreement that must be executed by the City for the acceptance of these funds.

The City Attorney has reviewed and approved this agreement as to form.

**RECOMMENDED ACTION**

It is recommended that the City Council approve the Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority for the Rosecrans Avenue Bridge Retrofit Project and authorize the Mayor or her designee to execute the agreement.

## **MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)**

This Funding Agreement ("FA") is made and entered into effective as of February 11, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Paramount ("GRANTEE") for Rosecrans Bridge Retrofit Project, LACMTA Project ID# MR306.06 and FTIP# LA9918967, (the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund the Project Approval/Environmental Document (PAED) and Plans Specifications and Estimates (PS&E) of the Project.

WHEREAS, the LACMTA Board, at its June 25, 2020 meeting, programmed \$800,000, in Measure R Funds to GRANTEE for Project Approval/Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E), subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$800,000 in Measure R Funds in Fiscal Year (FY) FY 2020-21. The total designated for Project Approval/Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E) of the Project is \$800,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Any other attachments or documents referenced in the above documents

FTIP #: LA9918967  
Subregion ID: I-710 Early Action Projects (Gateway  
Cities)

Project#: MR306.06  
FA# 9200000000MR30606

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

Phillip A. Washington  
Chief Executive Officer

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

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

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

Deputy



Date: 3/31/2021

GRANTEE:

CITY OF PARAMOUNT

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

Peggy Lemons  
Mayor

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

APPROVED AS TO FORM:

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

John E. Cavanaugh  
City Attorney

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

**PART I**  
**SPECIFIC TERMS OF THE FA**

1. Title of the Project (the "Project"): Rosecrans Bridge Retrofit Project – Project Approval/Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E). LACMTA Project ID# MR306.06, FTIP# LA9918967.
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
  - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$800,000 (the "Fund") for the Project. LACMTA Board of Directors' action of June 25, 2020 granted the Measure R Funds for the Project. The Funds are programmed over one year for Fiscal Year (FY) FY 2020-21.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Construction & Engineering in writing. If the LACMTA's Senior Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or delivery of the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds') to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal



subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Lucy Olmos Delgadillo  
LACMTA Project Manager  
Mail Stop: 99-18-2  
Phone: (213) 922-7099  
E-mail: [DelgadilloLu@metro.net](mailto:DelgadilloLu@metro.net)

14. GRANTEE's Address:

City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723  
Attention: Adriana Figueroa  
Phone: (562) 220-2100  
Email: [afigueroa@paramountcity.com](mailto:afigueroa@paramountcity.com)

## **PART II** **GENERAL TERMS OF THE FA**

### **1. TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

### **2. SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

### **3. INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/ Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/ Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:  
[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority**  
**Accounts Payable**  
**P. O. Box 512296**  
**Los Angeles, CA 90051-0296**

All invoice material must contain the following information:

Re: LACMTA Project ID# MR306.06 and FA# 9200000000MR30606

[LACMTA Project Manager Lucy Olmos Delgadillo; Mail Stop 99-18-02]

#### 4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems (“ITS”) project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment E-1 the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to [www.laconnect-it.com](http://www.laconnect-it.com) to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see [www.metro.net](http://www.metro.net) for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [http://media.metro.net/projects\\_studies/call\\_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf](http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf)

## 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects/call\\_projects/call\\_projects-reference-documents/](http://www.metro.net/projects/call_projects/call_projects-reference-documents/). GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter’s payment.

## 6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA’s written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports

indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

## 7. GRANT

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

## 8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

## 10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

## 11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same



within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

### 13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

**ATTACHMENT A - PROJECT FUNDING**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30606

Project Title: Rosecrans Bridge Retrofit Project      Project#: MR306.06

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

| <b>SOURCES OF FUNDS</b>                         | <b>Prior Years</b> | <b>FY2017-18</b> | <b>FY 2018-19</b> | <b>FY2019-20</b> | <b>FY2020-21</b> | <b>FY2021-22</b> | <b>Total Budget</b> | <b>% of Budget</b> |
|---|--------------------|------------------|-------------------|------------------|------------------|------------------|---------------------|--------------------|
| LACMTA PROGRAMMED FUNDING                       |                    |                  |                   |                  |                  |                  |                     |                    |
| MEASURE R FUNDS                                 |                    |                  |                   |                  | \$ 800,000       |                  | \$ 800,000          |                    |
| <b>LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL</b> | \$ -               | \$ -             | \$ -              | \$ -             | \$ 800,000       | \$ -             | \$ 800,000          | <b>100%</b>        |
| OTHER SOURCES OF FUNDING:                       |                    |                  |                   |                  |                  |                  |                     |                    |
| LOCAL:  |                    |                  |                   |                  |                  |                  | \$ -                | 0%                 |
| STATE:  |                    |                  |                   |                  |                  |                  | \$ -                | 0%                 |
| FEDERAL:  |                    |                  |                   |                  |                  |                  | \$ -                | 0%                 |
| PRIVATE OR OTHER:                               |                    |                  |                   |                  |                  |                  | \$ -                | 0%                 |
| <b>OTHER FUNDING SUBTOTAL</b>                   | \$ -               | \$ -             | \$ -              | \$ -             | \$ -             | \$ -             | \$ -                | <b>0%</b>          |
| <b>TOTAL PROJECT FUNDS</b>                      | \$ -               | \$ -             | \$ -              | \$ -             | \$ 800,000       | \$ -             | \$ 800,000          | <b>100%</b>        |

**ATTACHMENT B**  
**MEASURE R EXPENDITURE PLAN GUIDELINES**  
**PROJECT DEVELOPMENT AND RIGHT OF WAY**

**State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan**

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

**What AB 2321 (2008, Feuer) Says About the Expenditure Plan:**

Section b (3) B

*(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.*

*(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:*

*(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:*

*(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.*

*(2) The reason for the proposed amendment.*

*(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.*

**ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30606  
 Project Title: ROSECRANS BRIDGE RETROFIT PROJECT      Project#: MR306.06

**PROGRAMMED SOURCES OF FUNDS**

| SOURCES OF FUNDS                               | FY 2020-21<br>Qtr 1 | FY 2020-21<br>Qtr 2 | FY 2020-21<br>Qtr 3 | FY 2020-21<br>Qtr 4 | FY 2021-22<br>Qtr 1 | FY 2021-22<br>Qtr 2 | FY 2021-22<br>Qtr 3 | FY 2021-22<br>Qtr 4 | TOTAL<br>BUDGET  |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------|
| <b>LACMTA PROGRAMMED FUNDS:</b>                |                     |                     |                     |                     |                     |                     |                     |                     |                  |
| <b>MEASURE R FUNDS:</b>                        |                     |                     |                     |                     |                     |                     |                     |                     |                  |
| PAED   | \$55,000            | \$85,000            | \$60,000            |                     |                     |                     |                     |                     | \$200,000        |
| PS&E   |                     |                     |                     | \$145,000           | \$180,000           | \$180,000           | \$95,000            |                     | \$600,000        |
| RW Support                                     |                     |                     |                     |                     |                     |                     |                     |                     | \$0              |
| Const. Support                                 |                     |                     |                     |                     |                     |                     |                     |                     | \$0              |
| RW   |                     |                     |                     |                     |                     |                     |                     |                     | \$0              |
| Construction                                   |                     |                     |                     |                     |                     |                     |                     |                     | \$0              |
| <b>Total MEASURE R</b>                         | <b>\$55,000</b>     | <b>\$85,000</b>     | <b>\$60,000</b>     | <b>\$145,000</b>    | <b>\$180,000</b>    | <b>\$180,000</b>    | <b>\$95,000</b>     | <b>\$0</b>          | <b>\$800,000</b> |
| <b>SUM PROG LACMTA FUNDS:</b>                  | <b>\$55,000</b>     | <b>\$85,000</b>     | <b>\$60,000</b>     | <b>\$145,000</b>    | <b>\$180,000</b>    | <b>\$180,000</b>    | <b>\$95,000</b>     | <b>\$0</b>          | <b>\$800,000</b> |
|  |                     |                     |                     |                     |                     |                     |                     |                     |                  |
| <b>SUM NON-LACMTA FUNDS :</b>                  | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>       |
| <b>PROJECT FUNDING<br/>FY20-21 and FY21-22</b> | <b>\$55,000</b>     | <b>\$85,000</b>     | <b>\$60,000</b>     | <b>\$145,000</b>    | <b>\$180,000</b>    | <b>\$180,000</b>    | <b>\$95,000</b>     | <b>\$0</b>          | <b>\$800,000</b> |
| <b>SUMMARY OF ALL FUNDS</b>                    |                     |                     |                     |                     |                     |                     |                     |                     |                  |
| PAED   | \$55,000            | \$85,000            | \$60,000            | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$200,000        |
| PS&E   | \$0                 | \$0                 | \$0                 | \$145,000           | \$180,000           | \$180,000           | \$95,000            | \$0                 | \$600,000        |
| RW Support                                     | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0              |
| Const. Support                                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0              |
| RW   | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0              |
| Construction                                   | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0              |
| <b>TOTAL MILESTONES</b>                        | <b>\$55,000</b>     | <b>\$85,000</b>     | <b>\$60,000</b>     | <b>\$145,000</b>    | <b>\$180,000</b>    | <b>\$180,000</b>    | <b>\$95,000</b>     | <b>\$0</b>          | <b>\$800,000</b> |
|  |                     |                     |                     |                     |                     |                     |                     |                     |                  |
| <b>SUM PROG LACMTA FUNDS</b>                   | <b>\$55,000</b>     | <b>\$85,000</b>     | <b>\$60,000</b>     | <b>\$145,000</b>    | <b>\$180,000</b>    | <b>\$180,000</b>    | <b>\$95,000</b>     | <b>\$0</b>          | <b>\$800,000</b> |
| <b>SUM NON-LACMTA FUNDS</b>                    | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>          | <b>\$0</b>       |
| <b>TOTAL PROJECT FUNDING</b>                   | <b>\$55,000</b>     | <b>\$85,000</b>     | <b>\$60,000</b>     | <b>\$145,000</b>    | <b>\$180,000</b>    | <b>\$180,000</b>    | <b>\$95,000</b>     | <b>\$0</b>          | <b>\$800,000</b> |

## **ATTACHMENT C SCOPE OF WORK**

### **PROJECT TITLE:**

Rosecrans Bridge Retrofit Project

### **PROJECT LOCATION:**

The project is located in the northwest part of the City of Paramount, on Rosecrans Avenue.

### **PROJECT LIMITS:**

The project limits are Rosecrans Avenue over the Los Angeles River, beginning approximately 200 feet east of the Long Beach Freeway (I-710) and ending approximately 300 feet east of the Los Angeles River, in the City of Paramount.

### **NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:**

The purpose of this project is to improve traffic flow in a “hot spot,” identified as a chronically congested area attributed to increased passenger car and truck traffic and localized design, capacity, and operational deficiencies. The project will rehabilitate and widen the existing two-bridge (west-bound and east-bound) structure.

### **PROJECT BACKGROUND:**

The Rosecrans Bridge is a 610-foot long eight-span tee beam bridge constructed over the Los Angeles River in 1951. The bridge is located in a severely congested part of Los Angeles County, with multiple arterial streets and freeways nearby. This bridge has been identified as a hot spot in need of attention to alleviate significant traffic slowdowns.

### **MEASURE R PROJECT BUDGET\*:**

| <b>COMPONENT</b> | <b>AMOUNT</b> |
|------------------|---------------|
| PA/ED            | \$200,000     |
| PS and E         | \$600,000     |
| <hr/>            |               |
| Total Budget     | \$800,000     |

\* The Measure R funding will serve as the local match portion (11.47%) of a Caltrans approved Highway Bridge Retrofit Project (HBRP) with 88.53% obligation for preliminary engineering, environmental clearance, and final design.

### **SCOPE:**

The Project features include, but are not limited to, the following:

### **PA/ED (PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT)**

#### **I. Preliminary Design – “Retrofit Strategy Report” as Final Work Product**

Tasks to be performed include, but are not limited to, the following:



- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review, and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the Rosecrans Bridge project.
- C. Incorporate provided layout plans to be incorporated into the final design.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- F. Conduct geotechnical investigations as needed.
- G. Confirm no right-of-way acquisitions and/or vacations required.
- H. Identify street pavement structural sections for project area.
- I. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations, and water quality issues.
- J. Prepare and submit a Retrofit Strategy Report identifying the ultimate alignment of improvements, as well as the recommended ultimate repair strategy. Prepare and provide CAD drawings of the proposed alignment, including vertical and horizontal alignment, improvements, and drainage/BMP structures.
- K. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## **II. Environmental Analysis**

Tasks to be performed include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, a Draft environmental document, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft environmental document for public circulation.
- E. Prepare responses to public review of Draft environmental document and prepare a Final environmental document and submit for review to the City.
- F. Prepare a Mitigation Monitoring and Reporting Program (MMRP) if required.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.
- H. Delineation of the Waters of the US will be conducted within the ESL if applicable.
- I. Secure project approval and file environmental document.

## **III. Final Design – Plans, Specifications and Estimates**

Tasks to be performed include, but are not limited to, the following:

- A. Design the retrofit of the Rosecrans Bridge and ultimate repair strategy, based on the City reviewed Retrofit Strategy Report.

- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans, if applicable.
- C. Submittal of plan set shall be delivered at 50% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Prepare construction specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates).
- E. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- F. Prepare an engineer’s construction cost estimate based on the itemized quantity take-off from the contract documents.
- G. Submittal of the engineer’s construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

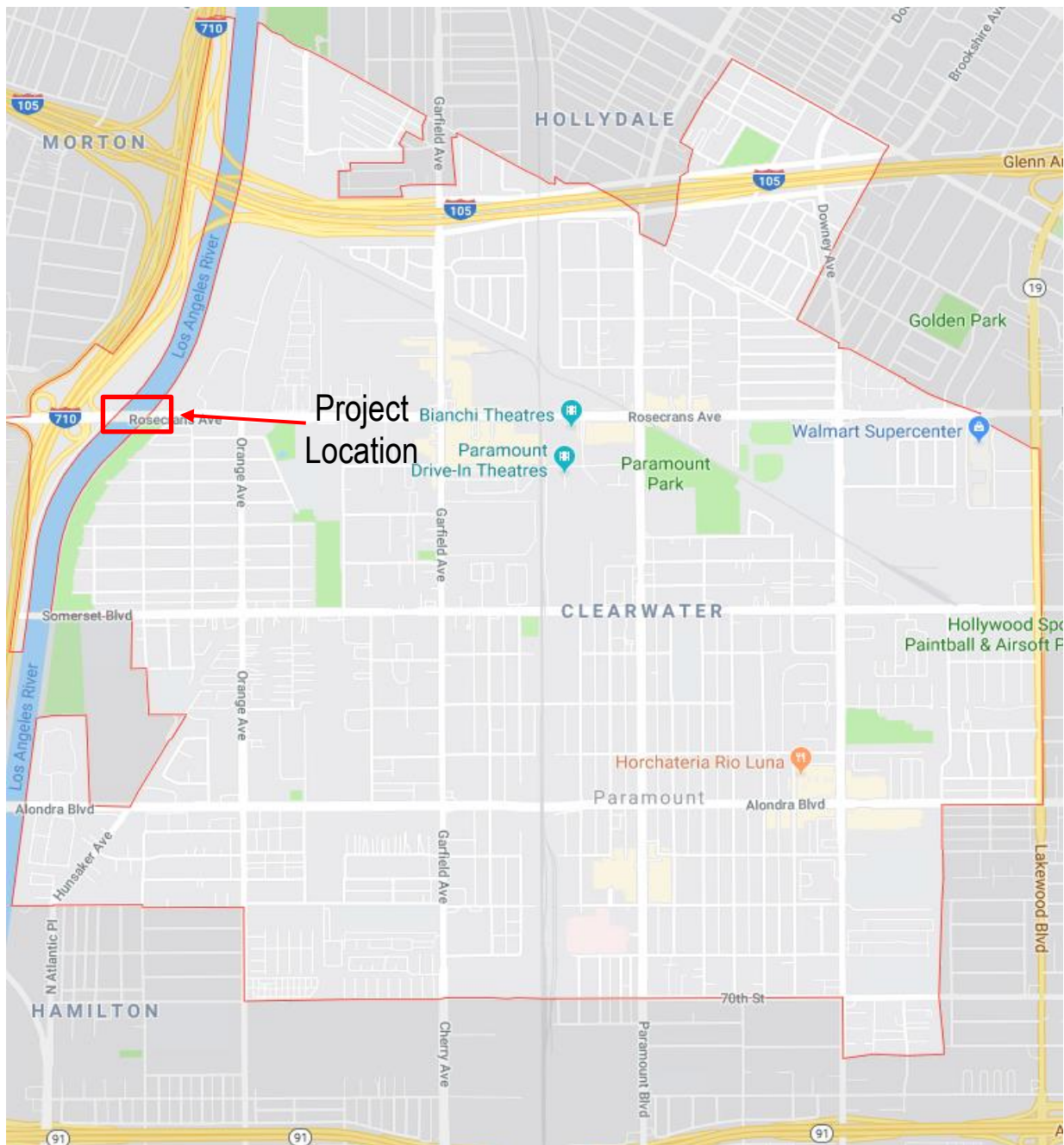
Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City shall include and not be limited to: Project Kick-off Meeting, presentation of “Retrofit Strategy Report,” progress meetings and preparation for the Community Information Workshop, if required at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**MILESTONES:** The implementation schedule for this project will be as follows.

|                                | START DATE | COMPLETION DATE |
|--------------------------------|------------|-----------------|
| <b>PRELIMINARY DESIGN</b>      |            |                 |
| Preliminary Investigations     | 7/2020     | 3/2021          |
| Preliminary Foundation         | 7/2020     | 3/2021          |
| Geometric Drawings             | 7/2020     | 3/2021          |
| Retrofit Strategy Report       | 7/2020     | 3/2021          |
| <b>ENVIRONMENTAL CLEARANCE</b> |            |                 |
| Prepare Environmental Document | 7/2020     | 3/2021          |
| Scoping                        | 7/2020     | 12/2020         |
| Technical Studies              | 7/2020     | 12/2021         |
| Draft Environmental Document   | 7/2020     | 12/2021         |
| Final Environmental Document   | 1/2021     | 2/2021          |
| Secure Project Approval        | 2/2021     | 3/2021          |
| Environmental Document Filing  | 2/2021     | 3/2021          |
| <b>PS&amp;E (FINAL DESIGN)</b> |            |                 |
| <b>50% PS&amp;E</b>            |            |                 |
| Civil Design                   | 4/2021     | 8/2021          |
| Structural Design              | 4/2021     | 8/2021          |
| <b>90% PS&amp;E</b>            |            |                 |
| Civil Design                   | 9/2021     | 1/2022          |
| Structural Design              | 9/2021     | 1/2022          |
| Cost Estimate                  | 9/2021     | 1/2022          |
| <b>100% PS&amp;E</b>           |            |                 |
| Civil Design                   | 2/2022     | 3/2022          |
| Structural Design              | 2/2022     | 3/2022          |
| Cost Estimate                  | 2/2022     | 3/2022          |

## ATTACHMENT C – Location Map



## FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at [ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

| <i>Quarter</i>     | <i>Report Due Date</i> |
|--------------------|------------------------|
| July –September    | November 30            |
| October - December | February 28            |
| January - March    | May 31                 |
| April - June       | August 31              |

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

## DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

# LACMTA FA MEASURE R ATTACHMENT D-2

## QUARTERLY PROGRESS / EXPENSE REPORT

| Grantee To Complete |
|---------------------|
| Invoice #           |
| Invoice Date        |
| FA#                 |
| Quarterly Report #  |

### GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may **not** be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment D) for further information.

### SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

|   | LACMTA Measure R Grant \$ |
|---|---------------------------|
| <b>Project Quarter Expenditure</b>            |                           |
| This Quarter Expenditure                      |                           |
| Retention Amount                              |                           |
| Net Invoice Amount (Less Retention)           |                           |
| <b>Project-to-Date Expenditure</b>            |                           |
| Funds Expended to Date (Include this Quarter) |                           |
| Total Project Budget                          |                           |
| % of Project Budget Expended to Date          |                           |
| Balance Remaining                             |                           |

**SECTION 2: GENERAL INFORMATION**

PROJECT TITLE: \_\_\_\_\_

FA #: \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:**

*Fiscal Year :*      ☐ 2014-2015      ☐ 2015-2016      ☐ 2016-2017  
                         ☐ 2017-2018      ☐ 2018-2019      ☐ 2019-2020

*Quarter :*      ☐ Q1: Jul - Sep      ☐ Q2: Oct - Dec  
                         ☐ Q3: Jan - Mar      ☐ Q4: Apr - Jun

DATE SUBMITTED: \_\_\_\_\_

**LACMTA MODAL CATEGORY:**

☐ RSTI      ☐ Pedestrian      ☐ Signal Synchronization  
☐ TDM      ☐ Bicycle      ☐ Goods Movement  
☐ Transit

|                               |               |  |
|-------------------------------|---------------|--|
| <b>LACMTA Project Manager</b> | Name:         |  |
|                               | Phone Number: |  |
|                               | E-mail:       |  |

|  |                  |  |
|--|------------------|--|
| <b>Project Sponsor Contact / Project Manager</b> | Contact Name:    |  |
|  | Job Title:       |  |
|  | Department:      |  |
|  | City / Agency:   |  |
|  | Mailing Address: |  |
|  | Phone Number:    |  |
|  | E-mail:          |  |



### SECTION 3 : QUARTERLY PROGRESS REPORT

#### 1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

| FA Milestones                          | Original FA Schedule in Scope of Work |          | Actual Schedule |          |
|--|---------------------------------------|----------|-----------------|----------|
|  | Start Date                            | End Date | Start Date      | End Date |
| Environmental Clearance                |                                       |          |                 |          |
| Design Bid & Award                     |                                       |          |                 |          |
| Design                                 |                                       |          |                 |          |
| Right-of-Way Acquisition               |                                       |          |                 |          |
| Construction Bid & Award               |                                       |          |                 |          |
| Ground Breaking Event                  |                                       |          |                 |          |
| Construction                           |                                       |          |                 |          |
| Ribbon Cutting Event                   |                                       |          |                 |          |
| <b>Total Project Duration (Months)</b> |                                       |          |                 |          |

#### 2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule ☐ Less than 12 months behind original schedule  
☐ Between 12-24 months behind original schedule ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes ☐ No ☐ Not Applicable

### 3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

### 4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

### 5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

#### SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

| ITEM  |  | INVOICE # | TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT |  |
|-------|--|-----------|--|--|
| 1     |  |           |  |  |
| 2     |  |           |  |  |
| 3     |  |           |  |  |
| 4     |  |           |  |  |
| 5     |  |           |  |  |
| 6     |  |           |  |  |
| 7     |  |           |  |  |
| 8     |  |           |  |  |
| 9     |  |           |  |  |
| 10    |  |           |  |  |
| 11    |  |           |  |  |
| 12    |  |           |  |  |
| 13    |  |           |  |  |
| TOTAL |  |           |  |  |

**Note:**

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_  
and that to the best of my knowledge and belief the information  
stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

# Los Angeles Metropolitan Transportation Authority

## 2021 Federal Transportation Improvement Program (\$000)

|  |  |   |  |              |  |                 |  |   |  |  |  |
|--|--|---|--|--------------|--|-----------------|--|---|--|--|--|
| TIP ID <b>LA9918967</b>  |  | Implementing Agency <b>Paramount, City of</b> |  |              |  |                 |  |   |  |  |  |
| Project Description: Rosecrans Avenue Bridge over the Los Angeles River (53C0190L and 53C0190R) beginning approximately 200 feet east of the Long Beach Freeway (I-710) and ending approximately 300 feet east of the Los Angeles River - The project will rehabilitate or replace the existing two-bridge (west-bound and east-bound) structure and widen to accommodate shoulder and sidewalk. No additional travel lanes are proposed beyond the existing six lanes; therefore, the vehicle capacity will not be increased. |  |   |  |              |  |                 |  |   |  | SCAG RTP Project #: LA000800<br>Study: N/A Is Model: Model #:<br>PM: Rafael Casillas - (562)364-8480<br><br>LS: N LS GROUP#:<br>Conformity Category: |  |
| System :Local Hwy  |  | Route :                                       |  | Postmile:    |  | Distance:       |  | Phase: Environmental Document/Pre-Design Phase (PAED) |  | Completion Date 03/31/2022   |  |
| Lane # Extd:   |  | Lane # Prop:                                  |  | Imprv Desc:  |  | Air Basin: SCAB |  | Envir Doc: DRAFT NEGATIVE DECLARATION - 06/30/2021    |  |  |  |
| Toll Rate: 0.00  |  | Toll Colc Loc:                                |  | Toll Method: |  | Hov acs eg loc: |  | Uza: Los Angeles-Long Beach-Santa Ana                 |  | Sub-Area: Sub-Region: Gateway Cities COG   |  |
| Program Code: NCR36 - BRIDGE RESTORATION & REPLC (NO LN ADD) Stop Loc:   |  |   |  |              |  | CTIPS ID:       |  | EA #: 0717000268, 0717000269                          |  | PPNO:  |  |

|                               | PHASE    | PRIOR | 20/21                | 21/22 | 22/23                 | 23/24 | 24/25                          | 25/26 | BEYOND | PROG | TOTAL |
|-------------------------------|----------|-------|----------------------|-------|-----------------------|-------|--------------------------------|-------|--------|------|-------|
| MR20H - Measure R 20% Highway | PE       |       | \$800                |       |                       |       |                                |       |        |      | \$800 |
|                               | RW       |       | \$0                  |       |                       |       |                                |       |        |      | \$0   |
|                               | CON      |       | \$0                  |       |                       |       |                                |       |        |      | \$0   |
|                               | SUBTOTAL |       | \$800                |       |                       |       |                                |       |        |      | \$800 |
|                               | TOTAL    |       | \$800                |       |                       |       |                                |       |        |      | \$800 |
| <b>TOTAL PE: \$800</b>        |          |       | <b>TOTAL RW: \$0</b> |       | <b>TOTAL CON: \$0</b> |       | <b>TOTAL PROGRAMMED: \$800</b> |       |        |      |       |

- **General Comment:** This new project is included in the Measure R Highway Subregional Program (MRHSP) under I-710 South and/or Early Action Projects approved by the Metro Board on 06/17/2020. The Measure R funding will serve as local match (11.47%) for the preliminary engineering, environmental clearance, and final design phases of two HBP funded projects (88.53%): BRLS-5336(018) and BRLS-5336(019) that were obligated on 04/07/2017 and 04/10/2017, respectively.

- **Modeling Comment:**

- **TCM Comment:**

- **Amendment Comment:**

- **CMP Comment:**

- **Narrative:**

|  |                            |                           |              |
|--|----------------------------|---------------------------|--------------|
| Last Revised Amendment 21-03 - Submitted | Change reason: NEW PROJECT | <b>Total Project Cost</b> | <b>\$800</b> |
|--|----------------------------|---------------------------|--------------|

## **ATTACHMENT F BOND REQUIREMENTS**

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

MAY 4, 2021

ORAL REPORT

AIR MONITORING STATUS – SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**Date:** May 4, 2021

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**Subject: AIR MONITORING STATUS – SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT**

In December of 2020, the South Coast Air Quality Management District (AQMD) suspended air sampling for hexavalent chromium in the City of Paramount. AQMD informed staff that the suspension in this operation was due to the limitations on employee interaction posed by the COVID-19 pandemic. The public was notified of AQMD's suspension in air sampling in Paramount through the City's environmental website.

Recently, City staff contacted AQMD staff to ascertain a schedule for the restart of air sampling in Paramount. At that time, City staff was informed that the AQMD will be transferring this responsibility from the AQMD to the City and that the AQMD will provide technical support and other assistance during this transition.

At tonight's meeting, officials from the AQMD will update the City Council on the latest matters involving air sampling in Paramount.

MAY 4, 2021

ORAL REPORT

LEAGUE OF CALIFORNIA CITIES PRESENTATION ON IMPACTS OF  
SENATE BILL (SB) 1383 – ORGANIC WASTE





**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** May 4, 2021

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**Subject: LEAGUE OF CALIFORNIA CITIES PRESENTATION ON IMPACTS OF  
SENATE BILL (SB) 1383 - ORGANIC WASTE**

The League of California Cities will provide a presentation on Senate Bill (SB) 1383 – Organic Waste and its impacts for many municipalities within the State of California. SB 1383 requires targets for reducing organic waste in landfills and imposes penalties on local jurisdictions that do not meet these regulations.

MAY 4, 2021

ORAL REPORT

2020 CONSUMER CONFIDENCE REPORT



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** May 4, 2021

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**Subject: 2020 CONSUMER CONFIDENCE REPORT**

The Consumer Confidence Report, also known as an annual drinking water quality report, is prepared annually and provides a snapshot of the tap water quality provided during the prior year. An oral report will be presented on the City's 2020 Consumer Confidence Report.