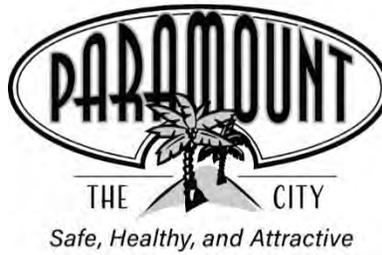


AGENDA

Paramount Planning Commission
February 5, 2025



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

City of Paramount

16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ www.paramountcity.com

PUBLIC PARTICIPATION NOTICE

In-person Attendance: The public may attend the Planning Commission meetings in-person.

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

- **In-person**

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

- **E-mail:** planning@paramountcity.com

E-mail public comments must be received **15 minutes prior to the start of the meeting**. The e-mail should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No.; 5) Subject; 6) Written Comments.

All public comments are limited to a maximum of three (3) minutes unless an extension is granted. No action may be taken on items not on the agenda except as provided by law. All public comments will be recorded and rules of decorum and procedures for the conduct of City meetings will apply when addressing the Planning Commission whether in-person or via email.

Notes

CALL TO ORDER:	Chair Gordon Weisenburger
PLEDGE OF ALLEGIANCE:	Chair Gordon Weisenburger
ROLL CALL OF MEMBERS:	Commissioner Ernie Esparza Commissioner Javier Gonzalez Commissioner David Moody Vice Chair Linda Timmons Chair Gordon Weisenburger

MINUTES

1. **APPROVAL OF MINUTES** December 3, 2024

PUBLIC COMMENTS

PUBLIC HEARINGS

NEW BUSINESS

2. **CIVIC CENTER IMPROVEMENT PROJECT/PARAMOUNT CITY INVESTORS, LLC**

- A) **ADOPT RESOLUTION NO. 24:033**

A request to approve a categorical exemption (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) pursuant to California Environmental Quality Act (CEQA) Guidelines for Civic Center improvements at the Paramount Civic Center; and Conditional Use Permit No. 970 and Zone Variance No. 412 at 16493 Paramount Boulevard in the C-3 (General Commercial) zone.

- B) **CONDITIONAL USE PERMIT NO. 970**

A request by Paramount City Investors, LLC to operate restaurants at 16493 Paramount Boulevard in the C-3 (General Commercial) zone.

- C) **ZONE VARIANCE NO. 412**

A request by Paramount City Investors, LLC for a zone variance for an outdoor patio area within a portion of the required 10-foot front setback at 16493 Paramount Boulevard in the C-3 (General Commercial) zone.

3. [CONDITIONAL USE PERMIT NO. 972](#) A request by Matthew Oldenkamp/Mattco Forge, Inc. to relocate an existing 499-gallon above-ground propane tank at 16443 Minnesota Avenue in the M-2 (Heavy Manufacturing) zone. This project is a Class 11 (minor construction/ placement of accessory structures) Categorical Exemption pursuant to Article 19, Section 15311 of California Environmental Quality Act (CEQA) Guidelines.
4. [TENATIVE PARCEL MAP NO. 084713](#) A request by Colorado 4 LP, to create four single-family lots from one lot at 15538 Colorado Avenue in the R-M (Multiple-Family Residential) zone. This project is a Class 15 (minor land divisions) Categorical Exemption pursuant to Article 19, Section 15315 of California Environmental Quality Act (CEQA) Guidelines.

REPORTS

5. [ORAL REPORT](#) City Council Actions

COMMENTS

6. [COMMENTS](#)
- City Attorney
 - Commissioners
 - Staff

ADJOURNMENT

To a meeting on Monday, March 3, 2025 at 6:00 p.m.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2225 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. **Note:** Agenda items are on file in the Planning Department 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 Planning Department office. The Planning Department office is located at City Hall, 16400 Colorado Avenue, Paramount.

FEBRUARY 5, 2025

APPROVAL OF MINUTES
PLANNING COMMISSION

MOTION IN ORDER:

APPROVE THE PLANNING COMMISSION MINUTES OF DECEMBER 3,
2024.

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

**PARAMOUNT PLANNING COMMISSION MINUTES
DECEMBER 3, 2024**

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

CALL TO ORDER: The meeting of the Planning Commission was called to order by Chair Gordon Weisenburger at 6:02 p.m. at City Hall, Council Chamber, 16400 Colorado Avenue, Paramount, California.

ROLL CALL OF COMMISSIONERS: Present: Commissioner Ernie Esparza
Commissioner David Moody
Vice Chair Linda Timmons
Chair Gordon Weisenburger

Absent: Commissioner Javier Gonzalez

STAFF PRESENT: Elizabeth Martyn, Interim City Attorney
John King, Interim Planning Director
Rick Baptista, Building and Safety Manager
Sol Bejarano, Management Analyst
Ivan Reyes, Associate Planner
Leslie Corrales, Assistant Planner
Biana Salgado, Administrative Assistant

It was moved by Commissioner Moody, seconded by Vice Chair Timmons, to excuse Commissioner Gonzalez from the Planning Commission meeting. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
Vice Chair Timmons, Chair Weisenburger

NOES: None

ABSENT: Commissioner Gonzalez

ABSTAIN: None

PUBLIC COMMENTS

There were none.

1. **APPROVAL OF MINUTES** Chair Weisenburger presented the Planning Commission minutes of November 6, 2024, for approval.

It was moved by Vice Chair Timmons, seconded by Commissioner Moody, to approve the minutes as presented. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

NEW BUSINESS

PUBLIC HEARINGS

- 2. CIVIC CENTER IMPROVEMENT PROJECT/
 PARAMOUNT CITY INVESTORS, LLC
 16493 PARAMOUNT BOULEVARD

Chair Weisenburger presented the item, the Civic Center Improvement Project, a request by Paramount City Investors, LLC.

Interim Planning Director John King confirmed that the notice of this hearing was provided by publication in the Paramount Journal on November 21, 2024, and mailed out on November 20, 2024, to all addresses within a 500-foot radius of the boundaries of the Project. Affidavits of mailing were included within the record of the hearing.

Chair Weisenburger presented the item, Resolution No. 24:033, a request to approve a categorical exemption (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) pursuant to California Environmental Quality Act (CEQA) Guidelines for Civic Center improvements at the Paramount Civic Center; and Conditional Use Permit No. 970 and Zone Variance No. 412 at 16493 Paramount Boulevard in the C-3 (General Commercial) zone.

Interim Planning Director John King presented an overarching staff report that encompasses Resolution No. 24:033 (CEQA analysis request), Conditional Use Permit No. 970, and Zone Variance No. 412.

Chair Weisenburger opened the public hearing.

Steve Boss, Project Manager for the applicant, spoke in favor of the request.

Representing Paramount General Hospital, Attorney Lauren Chang from Sheppard Mullin law firm, spoke in opposition to the request and asked for continuance of the item.

There being no further comments in favor or opposed to the request, it was moved by Vice Chair Timmons, seconded by Commissioner Esparza, to close the public hearing. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

There was further discussion between the Planning Commission to consider a request for continuance.

It was moved by Commissioner Moody, seconded by Commissioner Esparza, to continue the item to the February 5, 2025, Planning Commission meeting. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

Interim City Attorney Elizabeth Martyn suggested to the Planning Commission to reconsider the motion to close the public hearing.

It was moved by Chair Weisenburger, seconded by Commissioner Esparza, to reopen the public hearing for the item. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

- 3. CONDITIONAL USE PERMIT NO. 969 MATTHEW OLDENKAMP/ MATTCO FORGE, INC. 16443 MINNESOTA AVENUE

Chair Weisenburger presented the item, a request Matthew Oldenkamp/Mattco Forge, Inc. to approve the replacement of four previously approved hand-grinders with seven hand-grinders in an existing 800 square foot enclosed building and install an additional five hand-grinders in an adjacent 336 square foot enclosure for a total of 12 hand-grinders with HEPA exhaust filtration to comply with SCAQMD Rule 1430 at 16443 Minnesota Avenue in the M-2 (Heavy Manufacturing) zone.

Interim Planning Director John King presented an overview of the request.

Chair Weisenburger opened the public hearing. Interim Planning Director John King stated that there were no comment cards submitted in favor or opposed to the request.

There being no comments in favor or opposed to the request, it was moved by Commissioner Esparza, seconded by Commissioner Moody, to close the public hearing. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

It was moved by Vice Chair Timmons, seconded by Commissioner Esparza, to read by title only, waive further reading, and adopt Planning Commission Resolution No. PC 24:030, approving the request. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

4. CONDITIONAL USE
 PERMIT NO. 973
 HART FOOD
 PRODUCTS, INC.
 15333-15337 ILLINOIS
 AVENUE

Chair Weisenburger presented the item, a request by Hart Food Products, Inc. to install and operate a chiller upon a steel platform at the rear of the existing warehouse building for the food processing of sauces at 15333-15337 Illinois Avenue in the M-2 (Heavy Manufacturing) zone.

Interim Planning Director John King presented an overview of the request.

There was further discussion between the Planning Commission and staff.

Chair Weisenburger opened the public hearing. Interim Planning Director John King stated that there was no testimony submitted in favor or opposed to the request.

There being no comments in favor or opposed to the request, it was moved by Vice Chair Timmons, seconded by Commissioner Esparza, to close the public hearing. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

It was moved by Commissioner Esparza, seconded by Commissioner Moody, to read by title only, waive further reading, and adopt Planning Commission Resolution No. PC 24:036, approving the request. The motion was passed by the following roll call vote:

AYES: Commissioners Esparza and Moody,
 Vice Chair Timmons, Chair Weisenburger
 NOES: None
 ABSENT: Commissioner Gonzalez
 ABSTAIN: None

REPORTS

- 5. CITY COUNCIL ACTIONS Interim Planning Director John King stated that the City Council approved a resolution updating user fees.
- 6. COMMENTS FROM CITY ATTORNEY, COMMISSIONERS AND STAFF Interim Planning Director John King announced new staff appointments in the Planning Department—full-time Building Permit Technician Felicity Mora and full-time Building Inspector Steven Alvarez.

ADJOURNMENT

There being no further business to come before the Commission, the meeting was adjourned by Chair Weisenburger at 7:08 p.m. to the next Planning Commission meeting to be held on Wednesday, February 5, 2025 at City Hall Council Chamber, 16400 Colorado Avenue, Paramount, California at 6:00 p.m.

Gordon Weisenburger, Chair

ATTEST:

Biana Salgado, Administrative Assistant

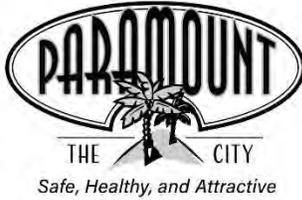
FEBRUARY 5, 2025

PUBLIC HEARING

CIVIC CENTER IMPROVEMENT PROJECT/PARAMOUNT CITY INVESTORS, LLC

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
 - (1) THOSE IN FAVOR
 - (2) THOSE OPPOSED
 - (3) REBUTTAL BY APPLICANT
- 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: _____



CITY OF PARAMOUNT PLANNING DEPARTMENT STAFF REPORT SUMMARY

PROJECT NUMBER: Conditional Use Permit No. 970; Zone Variance No. 412

REQUEST:

- A. Adopt Resolution No. 24:033, approving a categorical exemption (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) pursuant to California Environmental Quality Act (CEQA) Guidelines for Civic Center improvements at the Paramount Civic Center; and Conditional Use Permit No. 970 and Zone Variance No. 412
- B. Read by title only and adopt Resolution No. PC 24:034, approving Conditional Use Permit No. 970, subject to conditions of approval included in the resolution.
- C. Read by title only and adopt Resolution No. PC 24:035, approving Zone Variance No. 412, subject to conditions of approval included in the resolution.

APPLICANT: Paramount City Investors, LLC

MEETING DATE: February 5, 2025

LOCATION: 16493 Paramount Boulevard

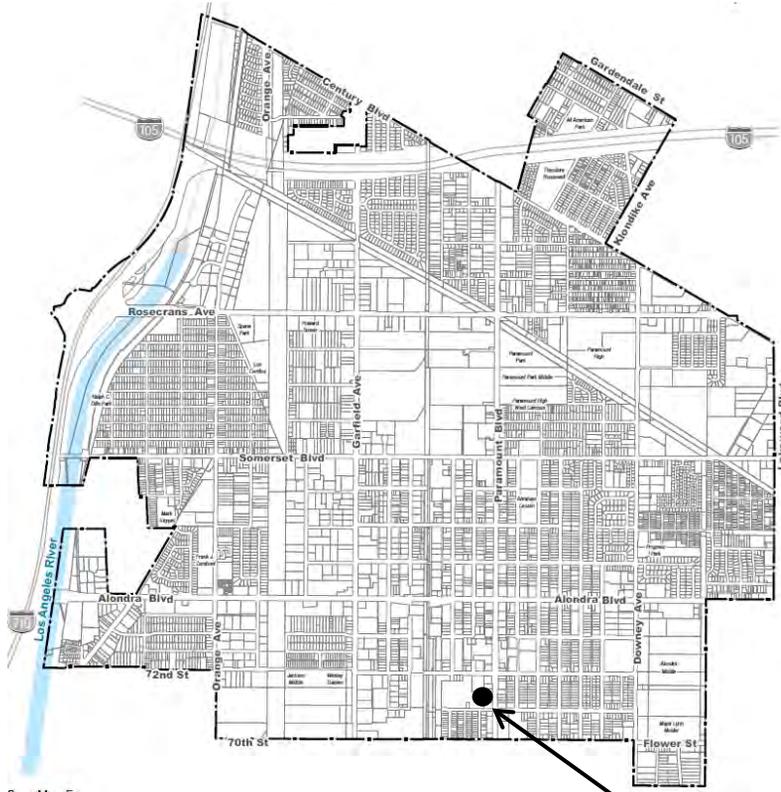
ZONE: C-3 (General Commercial)

GENERAL PLAN: Central Business District

PLANNER: John King

RECOMMENDATION: Approval

Paramount City Investors, LLC Conditional Use Permit No. 970 Zone Variance No. 412



Subject Location

16493 Paramount Boulevard; Civic Center



To: Honorable Planning Commission
From: John King, AICP, Interim Planning Director
By:
Date: February 5, 2025

**Subject: CIVIC CENTER IMPROVEMENT PROJECT
CONDITIONAL USE PERMIT NO. 970; ZONE VARIANCE NO. 412**

BACKGROUND

This item is a request by Paramount City Investors, LLC to remodel the interior of and operate restaurants in the existing Paramount Saw commercial building (Conditional Use Permit No. 970) and construct and maintain an outdoor patio area at the front of the Paramount Saw building in a portion of the 10-foot front setback (Zone Variance No. 412) at 16493 Paramount Boulevard in the C-3 (General Commercial) zone. The request is associated with a City of Paramount modification and relocation of the existing public parking lot to the east of City Hall, upgrades to the Civic Center Gardens area, and the proposed acquisition of and improvements to Hay Tree Parcels.

On December 3, 2024, the Planning Commission opened and continued the public hearing for Conditional Use Permit (CUP) No. 970 and Zone Variance No. 412 to the February 5, 2025 Planning Commission meeting.

The 4.4-acre project location consists of the following adjoining areas (see the aerial photograph below):

(APNs 7102-027-021, -020, -019, -908, -906, -907, -904, and -902; and an eastern portion of APN 7102-025-038) along the west side of Paramount Boulevard in the southern portion of the City; north of Harrison Street; east, west, and south of the Paramount City Hall building (16400 Colorado Avenue), and south and west of the Clearwater Building (16401 Paramount Boulevard).

Complementary to and separate from Planning Commission review of CUP No. 970 and Zone Variance No. 412, the Development Review Board will review Development Review Application No. 24:007 regarding the design of the proposed Paramount Saw building remodel. On December 3, 2024, the Development Review Board had similarly continued Development Review Application No. 24:007 to the February 5, 2025 Planning Commission meeting.

Project Area

The following (*Diagram A*) is an aerial photograph of the Civic Center area with the project site within a red border:



City Hall

The Civic Center area consists of those uses shown on the aerial photo above as *Diagram A*. The Civic Center area is anchored by Paramount City Hall, which was constructed in 1963. City Hall is the center of governance for the City of Paramount. In addition to City administrative offices, on the west side of the building is the City Council Chamber where the City Council and most City commissions regularly meet.

Below is a photo of City Hall.

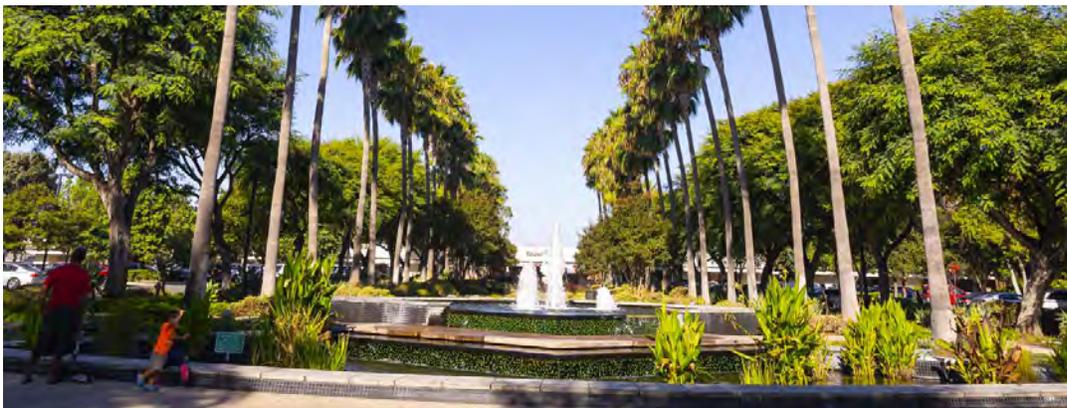


Civic Center Gardens

In 2002, the Paramount Redevelopment Agency approved the Civic Center Plaza project. Construction began soon thereafter, and the project was completed June 2004. The Plaza Project encompassed the construction of a joint parking lot with Suburban Medical Center (now Kindred Hospital Paramount; property owner: General Hospital Company) and City Hall. The project included a central plaza area (“Plaza Area” or “Civic Center Gardens”) and a main vehicular entrance off of Paramount Boulevard.

The Civic Center Gardens are a focal point to the Civic Center. The fountains, sculptures, seating areas, and landscaping provide much needed passive recreation space that enhances the civic experience with a cohesive design.

Below is a photo of the Civic Center Gardens.



Hospital

The Civic Center includes Kindred Hospital Paramount, which is a 159-bed long-term acute care and 18-bed acute rehabilitation unit hospital bordering the Civic Center to the west. The hospital and a complimentary four-story medical building opened in the fall of 1971 under the ownership of Dr. Irving Moskowitz and the Paramount General Hospital Company. After a series of previous business owners that included Suburban Hospital and Promise Hospital of East Los Angeles, Kindred Hospital (based out of Louisville, Kentucky) assumed operations in 2019.

Master Agreement with the Hospital

On September 18, 2002, the Paramount General Hospital Company entered into a Master Agreement for Grant of Easement, Maintenance, and Use with the City (the “Master Agreement”). (A copy of the Master Agreement is attached and incorporated as Attachment A).

As described in further detail below, the Master Agreement grants the City an easement over Paramount General Hospital Company’s property for maintenance and landscaping purposes relating to the Hay Tree. This easement is described in more detail with the Hay Tree description section below.

Under the Master Agreement, Paramount General Hospital Company grants the City another easement (“the Public Easement”). A portion of the Public Easement consists of an area where the City was authorized to construct public improvements, including hardscape and landscape elements (“Plaza Area” – now known as the “Civic Center Gardens”)

Clearwater Building

At the southwest corner of Paramount Boulevard and Jackson Street and within the northeast portion of the Civic Center is the two-story Clearwater Building. This office building was constructed in 1989 for private office use. The City purchased the property in 2004 and remodeled the building as a public facility. The first floor is leased by the Gateway Cities Council of Governments, and a second-floor auditorium is available for public use. Two publicly accessible electric vehicle (EV) charging stations are located to immediate south of the Clearwater Building. Four EV charging stations exclusively for City of Paramount vehicle fleet use are located to the immediate west of the Clearwater Building.

Below is a photo of the Clearwater Building.



Hay Tree

The Hay Tree is a camphor tree planted in the late 1880s. This registered California Historical Landmark is approximately 100 feet to the west of Paramount Boulevard and 200 feet to the north of Harrison Street. As described in the nearby plaque placed by the State Department of Parks and Recreation:

The towns of Hynes and Clearwater, later incorporated as Paramount, were the center of the hay and dairy industry in Los Angeles and Orange Counties from the 1920s through the 1960s. Considered the “Milk Shed of Los Angeles”, Paramount developed into the largest hay market in the world. Each day the price of hay sold here was quoted by brokers in Chicago and New York City as the International Standard. Major hay sellers would gather each morning under this 120-year-old Camphor tree to determine the day’s price. The Hay Tree was also a cherished spot where truckers, workers, and farmers gathered for a lazy lunch or a spirited game of cards. The Camphor is the last remnant of the “World’s Largest Hay Market.”

The Hay Tree is located on two parcels of land currently owned by Paramount General Hospital Company. The Master Agreement grants to the City an easement over the two parcels for the maintenance, landscaping, and incidental purposes relating to the Hay Tree. A Bill of Sale signed by the President of Paramount General Hospital Company on September 18, 2022 sells, transfers, and conveys to the City all right, title, and interest to the Hay Tree. This Bill of Sale is an exhibit to the Master Agreement. The City is moving forward with acquiring the two parcels of land from Paramount General Hospital Company, preferably through negotiated sale, or, if necessary, by eminent domain.

Below is a photo of the Hay Tree.



Paramount Saw

To the immediate south of the Hay Tree land and at the northwest corner of Paramount Boulevard and Harrison Street (16493 Paramount Boulevard) is the Paramount Saw property. The property was developed in 1926/1936 with a 12,000 square foot building (industrial vernacular architectural style). The building was originally an automobile repair garage called Schilling Garage. By 1940, Western Consumers Feed Company, a dairy supplier, acquired the property and operated for decades from this location. By the early 1980s, Ted Mosier Sales, Inc., owned the property and operated a construction material and general merchandise wholesale business with a public scale at the front of the building. In 2001, the owner of Paramount Saw acquired the property, relocated the Paramount Saw business from the previous location at Paramount Boulevard and 1st Street, and remodeled the building.

In July 2023, Paramount City Investors, LLC purchased the property from the owner of Paramount Saw.

In July 2023, the City of Paramount and Paramount City Investors, LLC entered into a Disposition and Development Agreement with Operating Covenants (the "DDA"). (A copy of the DDA is attached and incorporated as Attachment B). Both parties agreed that Paramount City Investors would purchase, rehabilitate, and preserve the property at 16493 Paramount Boulevard with City assistance. The agreement entitles the City to improve the area it rents and will occupy with a community room, kitchenette, restrooms, a City historical museum, and event area. Paramount City Investors would use the remainder of the property to construct and operate restaurant/retail/commercial uses.

The following is a photo from November 2024 looking northwest across Paramount Boulevard to the Paramount Saw property.



Parking Lot Modification

The existing City-controlled public parking lot includes a total of 104 parking spaces. The following aerial photo is a view of the City-owned properties within a blue border. The numbers of existing parking spaces for various areas in the public parking lot are noted.

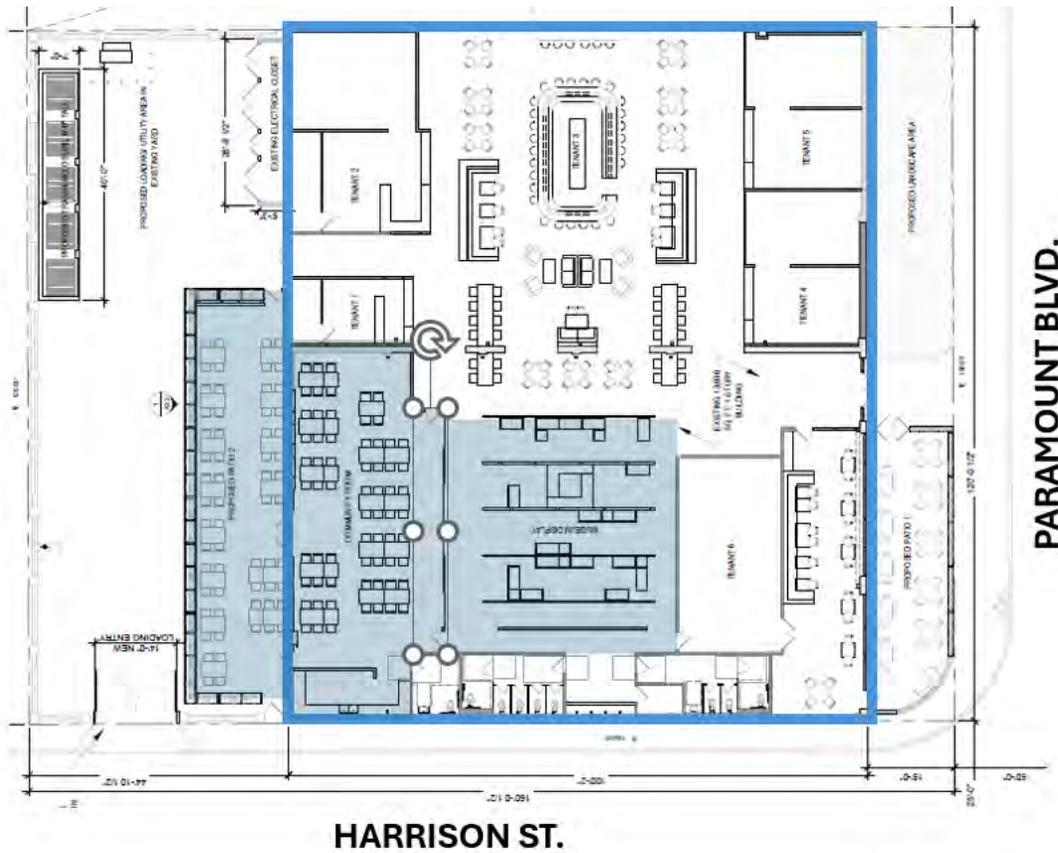


DISCUSSION

Plans

Plans for the remodel of the interior of Paramount Saw building as well as the patio in front are included for reference. The Development Review Board will review plans in greater detail.

The following is the proposed site plan. The Paramount Saw building is bounded by a blue border. The area to be leased by the City is highlighted in blue.



The following is a rendering of the proposed exterior of the Paramount Saw building:



General Plan Consistency

The City Council most recently adopted a comprehensive Paramount General Plan update in 2007. The General Plan is made up of elements – land use, housing, transportation, resources management, health and safety, economic development, public facilities, and implementation. In early 2022, the City Council adopted a new element – environmental justice. The Land Use Element of the General Plan serves as the long-

term guide for development in Paramount and indicates the distribution, location, and land use for housing, business, industry, open space, recreation, and public facilities.

California Government Code Section 65860 requires General Plan Land Use Map and Zoning Map consistency for any project approved by the Planning Commission. For consistency, the various land uses authorized by a city's zoning ordinance must be compatible with the objectives, policies, general land uses, and programs specified in the general plan. As noted in the Paramount General Plan, "The City's zoning, specific plans, redevelopment plans, and individual development proposals must all be consistent with the policies, plans, and standards contained in the General Plan."

The project is consistent with the General Plan. The project is located in the Area Plan designated Central Business District in the Land Use Element of the General Plan. *Central Business District Area Plan Policy 2* states, "Land uses shall be limited to commercial or office uses, except as otherwise indicated on the General Plan Land Use Map."

An area designated for commercial development on the Land Use Map must have a corresponding commercial zoning designation. The project area is within the C-3 (General Commercial) zone. As described in Section 17.24.010 (Purposes) of Chapter 17.24 (C-3, General Commercial Classification) of the Paramount Municipal Code:

The uses designated in this chapter as permissible in the classification C-3 are considered compatible uses having common or similar performance standards in that they represent on-premises retail enterprises and involve only incidental and limited treatment, fabrication or assembly of commodities, or comprise types of enterprises involving the rendering of service both professional or to the person and permit facilities for recreation and entertainment.

The above excerpt from C-3 zone regulations describes commercial uses that are consistent with the Central Business District use limitations noted in *Central Business District Area Plan Policy 2*.

The proposed change the Paramount Saw building to a restaurant use further supports the General Plan and zoning intent for commercial uses in this area. Section 17.24.030 of the Municipal Code lists uses that may be permitted in the C-3 zone provided that in each instance a CUP is first obtained. "Restaurants, cafés, dinner houses, or establishments offering food for in-house consumption" is a category listed in this section.

Proposed Conditional Use Permit

CUP No. 970 is the first application under consideration by the Planning Commission. This CUP is a proposal to operate up to six restaurants in a food hall setting. At this time no specific restaurant operators have been determined. Individual businesses may apply for separate CUPs in the future to sell alcoholic beverages for onsite consumption.

A food hall is an open restaurant concept that has grown in popularity locally, nationally, and internationally. Restaurants are often small, creative, entry businesses with local orientation. Food halls are known as a business incubator and are considered excellent drivers of economic development. The restaurants within a food hall complex have a common seating area where customers can bring food purchases from the different establishments. Examples in Southern California include Grand Central Market in Los Angeles, The Hanger in Long Beach, the Anaheim Packing District, and Rodeo 39 in Garden Grove.

The proposed business operation hours of the food hall are 10:00 a.m. to 10:00 p.m. on Sundays to Thursdays and 10:00 a.m. to 11:00 p.m. on Fridays and Saturdays.

A total of 169 customer seats are proposed for the restaurants. As the Municipal Code requires one parking space for every three customer seats in a restaurant, 57 parking spaces are required. Parking spaces to the rear of the subject property are under the ownership of Paramount General Hospital and unavailable for any type of vehicle parking for Paramount Saw building use. In order to provide parking, the developer will rely upon public parking located within the Civic Center area to the north of the Paramount Saw building. The City proposes to construct a new public parking lot and provide improvements to existing parking areas, resulting in a total of 146 City-controlled parking spaces.

The 146 parking spaces accommodate the requirement for 57 parking spaces for the Paramount Saw restaurants. Considering the staggered hours of City Hall and Clearwater Building operations, in addition to the recent implementation of work-from-home options that have reduced onsite City staffing at City Hall and Gateway Cities Council of Governments staffing at the Clearwater Building, the remaining 89 parking spaces are sufficient.

The CUP meets the requirements of Section 17.48.020 as follows:

1. As conditioned, the requested use at the location proposed will not:
 - a. Adversely affect the health, peace, safety, or welfare of persons residing or working in the surrounding area;
 - b. Be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site; nor
 - c. Jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

The proposed restaurants, which meet the intent of the Central Business District and C-3 (General Commercial) zone, will integrate well with the surrounding residential and business area. Construction is limited to 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. Construction is

prohibited on Sundays and national holidays. Contractor staging will be limited to the onsite rear yard of the Paramount Saw building. Professionally fabricated, weather-durable signs are required to be installed following separate Planning Department review and approval of the sign content, design, and precise locations to clearly identify allowed vehicle parking locations. Sufficient parking is available within the City-controlled parking lot to the north of the Paramount Saw property. The applicant will ensure any and all trash and litter on adjoining properties are promptly removed and discarded in the proper trash, recyclable, or organic waste receptacle. Noise at the front outdoor patio will be minimized by the design – stuccoed concrete wall from ground level to 42-inch height and a metal and plexiglass enclosure from 42 to 84 inches in height – and a hedge on the perimeter.

2. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, and loading facilities, landscaping, and other development features prescribed in this chapter, or as is otherwise required in order to integrate such use with the uses in the surrounding area.

Sufficient yards, walls, fences, and loading facilities (to rear of the building), landscaping, and other features are proposed.

3. That the proposed site is adequately served:
 - a. By highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate; and
 - b. By other public or private service facilities as are required.

Street infrastructure is sufficient. The property is at the northeast corner of Paramount Boulevard and Harrison Street. Paramount Boulevard right-of-way is 100 feet wide, and Harrison Street is 50 feet wide. A signalized traffic intersection at Paramount Boulevard and Civic Center Drive is approximately 100 feet to the north of the subject property. All other public and private service facilities, including trash/recyclable/organic waste service, electrical/gas/Internet/water utilities is sufficient. Parking infrastructure will be sufficient upon completion of the modification of the City-controlled parking lot to the north of the subject property.

4. That such use is desirable for the development of the community, is essentially in harmony with the various elements of the General Plan and is not detrimental to existing uses or to uses specifically permitted in the zone in which the proposed use is located.

The proposed restaurants will fulfill a need of the Paramount community for smaller-scale, innovative food offerings in a blended food hall format. The project is consistent with the General Plan. The project is located in the Area Plan designated Central Business District in the Land Use Element of the General Plan. *Central Business District Area Plan Policy 2* states, "Land uses shall be limited to

commercial or office uses, except as otherwise indicated on the General Plan Land Use Map.”

Proposed Zone Variance

Section 17.24.060(B) of the Paramount Municipal Code requires a 10-foot front setback in the C-3 zone. Although the Paramount Saw building is set 15 feet to the west of the front (east) property line, the applicant is proposing a zero-lot line for the 50-foot length of the attached proposed patio area. The total length of the west property line is 120 feet.

As in Section 17.48.010(C) of the Municipal Code, the Zoning Ordinance requires that several findings be met before the Planning Commission grants a variance. First, a property must possess exceptional circumstances. The Paramount Saw building was constructed in the 1920s (an era predating most front setback code requirements), and since that time has been used for multiple commercial, wholesale, and manufacturing business uses. While not conceived as a restaurant use, the adaptive reuse of the building and property for retail-commercial activities requires creative adaptation of the property to successfully accommodate market demand for a complementary outdoor dining experience.

Second, the Zoning Ordinance requires that the granting of a variance not be detrimental to the public welfare or injurious to other properties in the area. While reduced from the required 10 feet, the 50-foot length of the outdoor patio area represents 41.7% of the 120-foot-long property line. As the primary building is, in fact, 15 feet from the front property line, the outdoor area would not pose a detriment to sightlines, and it would match the existing frontage of the building on the property to the south (16601 Paramount Boulevard). Due to the proximity of the street from the patio area, staff recommends as conditions of approval of CUP No. 970 and Development Review Application No. 24:007 that the applicant integrate bollards into the patio design as a protective measure.

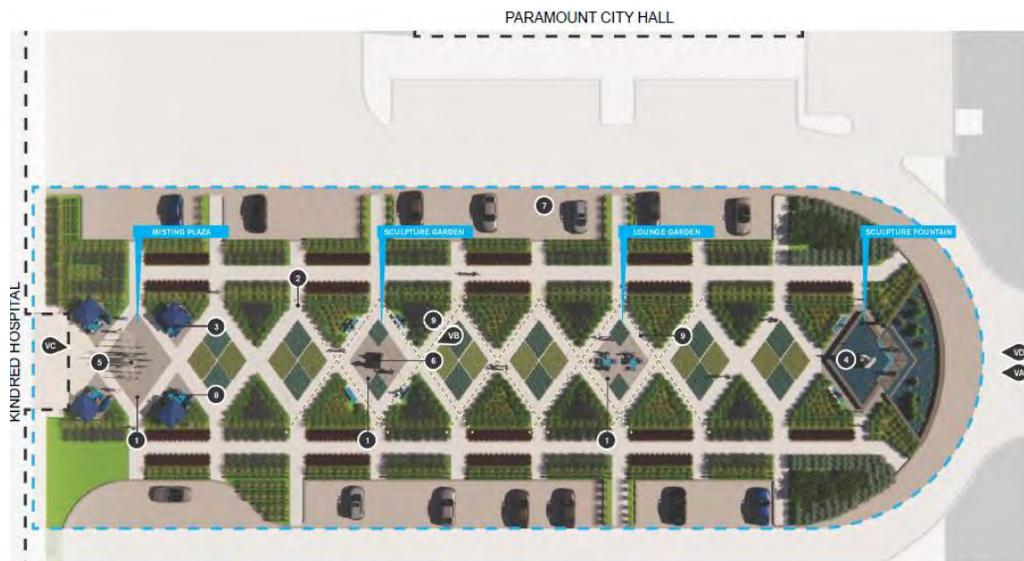
Third, the granting of a variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone but which is denied to the property in question. There are a number of properties in the vicinity, including the property across Harrison Street to the south (16601 Paramount Boulevard), that do not meet the front yard setback due to legal nonconforming conditions.

Finally, the Municipal Code states that the granting of a variance must not adversely affect the General Plan. The property is located in a C-3 (General Commercial) zone, and the General Plan designation for the site is Central Business District. The granting of the variance will not have a negative impact on the General Plan as the use of the property will be commercial.

Civic Center Gardens

After 20 years, the Civic Center Gardens are in need of revitalization. The City Council recently approved an upgrade project which includes fountain improvements, a relocated sculpture (“The Conversation”), enhanced paving areas, site furnishings and built-in seating, landscape enhancements, adjusting the irrigation system, installing overhead string lighting, and installing a water softener system. There are no material configuration changes proposed for the Civic Center Gardens.

Below is a conceptual plan of the Civic Center Gardens upgrade:



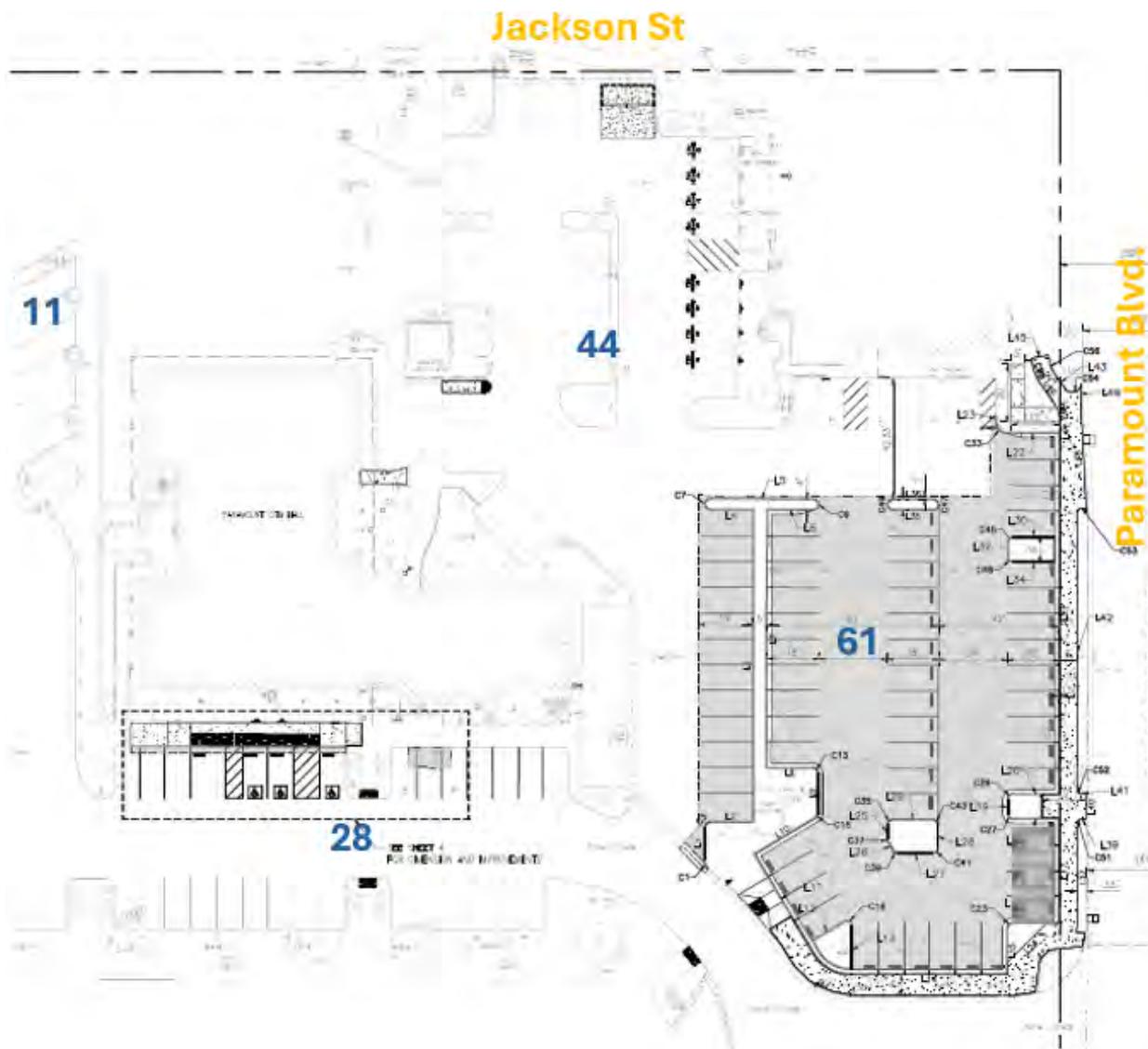
Below is a rendering of a view looking west of the proposed Civic Center Gardens upgrade.



Parking Lot Modification

As noted above, the City-controlled parking lot will be modified to bring the 104 existing parking spaces up to 146 parking spaces. New landscape planters with ornamental landscaping and pole lighting would be provided within the parking lot. New pedestrian walkways would connect to existing walkways in the site vicinity. As part of the improvements, a new sidewalk, curb and gutter, storm drain, and new landscape and irrigation would be installed by the City on City property/right of way adjacent to Paramount Boulevard. New storm drainage and other utilities infrastructure would connect to existing infrastructure in the site vicinity.

The following site plan demonstrates the proposed configuration of the parking lot.



Paramount General Hospital Comments

On December 3, 2024 and prior to the Planning Commission and Development Review Board meeting on that date, Lauren K. Chang, attorney with Sheppard, Mullin, Richter & Hampton LLP emailed a letter on behalf of Paramount General Hospital Company at 16453 Colorado Avenue. The letter, which is attached as Attachment E, expressed concerns about the project. (Concerns in the letter related to the California Environmental Quality Act are discussed in the next section – Environmental Analysis.) The letter concluded with requested modifications to the conditions of approval of draft Resolution No. PC 24:034 for CUP No. 970 and Development Review Application No. 24:007.

During the public hearing for the Civic Center Improvement Project (which included CUP No. 970) on December 3, 2024, Lauren K. Chang requested that the Planning Commission continue the public hearing. The Planning Commission voted to continue the public hearing to the February 5, 2025 Planning Commission meeting.

The Development Review Board also voted to continue Development Review Application No. 24:007 to the February 5, 2025 Development Review Board meeting.

Four draft conditions of approval have been modified and one new condition of approval has been included in Resolution No. 24:034 for CUP No. 970 in accordance with the requested changes submitted by email on December 3, 2024. The following are the recommended revisions:

Condition No. 11 (modified)

Permits. The applicant is required to obtain all necessary City of Paramount permits, including electrical, mechanical, and plumbing for any interior and/or exterior modifications made to the structures on the subject site. The applicant will not receive its certificate of occupancy for any improvements until construction of City-controlled parking lot has been completed.

Condition No. 34 (modified)

Parking Location Signs. Professionally fabricated, weather-durable signs shall be installed and maintained following separate Planning Department review and approval of the sign content, design, and precise locations to clearly identify allowed vehicle parking locations as well as areas not open for public parking, including at Paramount General Hospital. The applicant will install, at its own expense, signs in the Paramount General Hospital parking lots directing patrons to parking areas open to the public. These signs will be consistent with California Vehicle Code Section 22658.

Condition No. 35 (modified)

Outdoor Patio Noise Monitoring. All appropriate measures shall be taken to ensure noise does not extend to the residential neighborhood to the south or to the hospital at 16453 Colorado Avenue. At any time during the term of this approval a City inspector or code enforcement officer may visit the site during operating hours to measure noise levels. If, upon inspection, it is found that noise levels exceed allowed limits under Paramount

Municipal Code, then the Owner/Operator will be notified by the City representative, and Owner/Operator will reduce noise to or below allowed regulatory limits.

Condition No. 45 (modified)

Live Entertainment. Regular live entertainment, including but not limited to karaoke, musicians, and disc jockeys, requires separate prior review and approval by the City Council as regulated by Chapter 5.28 of the Paramount Municipal Code.

Condition No. 57 (new condition)

Each commercial lease shall include provisions directing project tenants, employees, and/or patrons where to park and prohibit those individuals from using the Paramount General Hospital (or successor property owner) parking lots.

Environmental Analysis

City staff determined that the CUP and variance are discretionary approvals of a public agency which, along with the City projects, constitute a project subject to CEQA. The City contracted with De Novo Planning Group, an environmental planning firm, to prepare a project analysis in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines to determine whether the project would have a significant impact on the environment. The analysis determined that project is categorically exempt from CEQA. The project meets the requirements for Class 1 (existing facilities), Class 5 (minor alterations in land use limitations), and Class 11 (accessory structures) Categorical Exemptions pursuant to Article 19, Sections 15301, 15305, and 15311 of CEQA Guidelines. See the CEQA Analysis attached as Attachment C.

A memorandum from De Novo Planning Group to CEQA concerns described in the December 3, 2024 letter from Lauren K. Chang, attorney with Sheppard, Mullin, Richter & Hampton LLP on behalf of Paramount General Hospital Company is attached as Attachment F.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community and No. 3: Economic Health.

RECOMMENDED ACTION

- A. Adopt Resolution No. PC 24:033, approving a categorical exemption (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) pursuant to California Environmental Quality Act (CEQA) Guidelines for Civic Center improvements at the Paramount Civic Center; and Conditional Use Permit No. 970 and Zone Variance No. 412 at 16493 Paramount Boulevard in the C-3 (General Commercial) zone.
- B. Read by title only and adopt Resolution No. PC 24:034, approving Conditional Use Permit No. 970, subject to conditions of approval included in the resolution.
- C. Read by title only and adopt Resolution No. PC 24:035, approving Zone Variance No. 412, subject to conditions of approval included in the resolution.

Attachments:

Attachment A – Master Agreement for Grant of Easement, Maintenance, and Use

Attachment B – Disposition and Development Agreement with Operating Covenants

Attachment C – CEQA Analysis

Attachment D – Paramount Saw Plan Set

Attachment E – Comment Letter from Paramount General Hospital (12/3/24)

Attachment F – CEQA Response to Comment Letter from Paramount General Hospital

ATTACHMENT A

**MASTER AGREEMENT FOR GRANT OF
EASEMENT, MAINTENANCE, AND USE**

**MASTER AGREEMENT FOR
GRANT OF EASEMENT, MAINTENANCE AND USE**

THIS MASTER AGREEMENT FOR GRANT OF EASEMENT, MAINTENANCE AND USE (the "Agreement") is made this 18 day of September, 2002, by PARAMOUNT GENERAL HOSPITAL COMPANY, a California limited partnership (hereinafter "Owner), and THE CITY OF PARAMOUNT, a California municipal corporation (hereinafter "City").

RECITALS:

- A. Owner is the record fee owner of property (the "Owner's Property") located within the City of Paramount, State of California and described herein verbally and graphically on Exhibit "A", attached hereto and incorporated herein by reference.
- B. The Owner's Property is currently leased to AHM, SMC a California corporation (the "Tenant"). The Owner's Property that is currently leased to the Tenant is also referred to as the "Leased Premises". Although Tenant is not a party to this Agreement, Owner and City acknowledge that one of the purposes for entering into this Agreement is to benefit both the Tenant and the Leased Premises.
- C. A portion of the Owner's Property is currently vacant and undeveloped ("Jackson Street Lot"). The Jackson Street Lot is legally described on Exhibit "B" attached hereto and incorporated by reference.
- D. City desires to develop, construct, and pay for capital improvements which include creating an entry over a portion of the Owner's Property directly from Paramount Boulevard, consolidate City Hall and Leased Premises parking lots wherein a portion of the parking lot areas will be designated for joint use and a portion of the parking lot areas will be for the exclusive use by Owner, construct a pedestrian plaza area in front of the Leased Premises, vacate portions of existing public right of ways and construct a new public street for public access from Paramount Boulevard over portions of Owner's property, which will benefit Owner, Tenant, the Leased Premises and the City ("Civic Center Project").
- E. In order for City to construct the Civic Center Project which will promote and preserve the public health, welfare and safety of the residents of the City, City will require various easements over portions of Owner's Property.
- F. Subject to the terms and provisions of this Agreement, Owner desires to grant to City various easements over portions of Owner's Property which easements will grant to the City the right to construct the Civic Center Project.
- G. On May 7, 2002, the City Council of the City of Paramount adopted Resolution No. 02:015 ordering the vacation of the alley located west of Paramount

Boulevard, between Jackson Street and Harrison Street. Resolution No. 02:015 and the described verbal and graphic attachments on Exhibit "C" are attached hereto and incorporated herein by this reference. Said Resolution has been adopted but not yet recorded with the Los Angeles County Recorder's office.

H. On May 7, 2002, the City Council of the City of Paramount adopted Resolution No. 02:016 ordering the vacation of a portion of Colorado Avenue between Jackson Street and Harrison Street. Resolution No. 02:016 and the described verbal and graphic attachments on Exhibit "D" are attached hereto and incorporated herein by this reference. Said Resolution has been adopted but not yet recorded with the Los Angeles County Recorder's office.

I. City and Owner agree to the terms of this Agreement as a condition of the Parties' undertaking the promises and duties set forth herein.

NOW, THEREFORE, for valuable consideration, the undersigned hereby establish this Agreement, which shall be subject to the terms, provisions, covenants, conditions and restrictions contained in this Agreement.

1. Street Easement.

(a) Owner hereby grants, and City hereby accepts, an easement for ingress, egress, enjoyment and use, street and public utility purposes ("Street Easement") over a portion of Owner's Property. That portion of the Owner's Property that is subject to the Street Easement and the Street Easement are more particularly described verbally and graphically on Exhibit "E" attached hereto and incorporated herein by this reference.

(b) City agrees that: (1) it shall, at its sole expense and responsibility, construct, maintain, repair and replace as necessary, the Street Easement and any improvements thereon; (ii) the improvements and the entire Street Easement shall be kept neat, clean, well drained, and well maintained. No future levies, taxes, general or special assessments, liens, charges, or other similar indebtedness relating in any manner to the construction, maintenance and repair of any improvements now or hereafter existing on the Street Easement shall be placed on the Street Easement or the underlying fee interest of the Owner underlying the Street Easement without the express written consent of the Owner.

2. Camphor Tree and Easement.

(a) Owner hereby conveys and transfers to the City all of Owner's right, title and interest to, and City hereby accepts, the existing camphor tree, (which is also commonly known as the "Hay Tree") located on a portion of Owner's Property.

(b) Owner hereby grants, and City accepts, an easement over a that portion of Owner's Property for maintenance and landscaping purposes

relating to the Hay Tree and incidental purposes thereto (the "Hay Tree Easement"). The Hay Tree Easement and that portion of the Owner's Property underlying the Hay Tree Easement are more particularly described verbally and graphically on Exhibit "F" attached hereto and incorporated by reference.

(c) Owner and City expressly agree that the transfer and conveyance of the Hay Tree is determined to be personal property, and, as such, Owner and City shall, concurrently with the execution and delivery of this Agreement enter into a Bill of Sale and Assumption in the form attached hereto as Exhibit "G" and made a part hereof.

(d) City agrees that it shall, at its sole expense, and responsibility, (i) maintain, repair and replace as necessary, the Hay Tree; (ii) the Hay Tree and any improvements thereon shall be kept neat, clean and well maintained, and (iii) shall insure that the Owner's properties be free from surface level roots growing out of the Hay Tree. The Owner and its successors and assigns may from time to time, all without liability of any kind or nature to the City, remove any roots that are now or may hereafter by growing out of the Hay Tree and encroaching on any portion of the Owner's Property that does not underly the Hay Tree Easement.

(e) Owner acknowledges that the Hay Tree is a valuable historical resource to the City and its residents. Located adjacent to the Hay Tree Easement is a portion of Owner's Property which fronts on Paramount Boulevard ("Restricted Patio and Courtyard Area"). The Restricted Patio and Courtyard Area is more particularly described verbally and graphically on Exhibit "F." Owner expressly agrees that any development on Owner's Property to which the Restricted Patio and Courtyard Area exists shall be limited to "patio" and "courtyard" purposes and, further, Owner agrees not to construct any structures or buildings on the Restricted Patio and Courtyard Area which would screen, block or otherwise obstruct the Hay Tree.

(f) The Owner and its successors and assigns shall not be subject to any future levies, taxes, general or special assessments, liens, charges or similar indebtedness relating to the ownership, maintenance or repair of the Hay Tree and/or the Hay Tree Easement and/or the fee property underlying the Hay Tree Easement.

3. Public Easement.

(a) Owner hereby grants, and City accepts, an easement over that portion of the Owner's Property described in Exhibit "A" (the "Public Easement") for public and non-public utilities and incidental purposes thereto, including ingress and egress, water line, storm drain, sanitary sewer, parking, landscaping purposes and enjoyment and use for the purposes of the ongoing improvement, maintenance, management, administration, operation, repair and replacement, if any, of the Civic Center Project, and the improvements, installed

and/or to be installed by City on the Public Easement area subject to the terms, covenants and conditions of this Agreement.

(b) A portion of the Public Easement on Owner's Property consists of an area where the City will construct public improvements, including hardscape and softscape elements ("Plaza Area"). The Plaza Area is more particularly described graphically on Exhibit "H", attached hereto and incorporated by reference. Exhibit "H" depicts the Plaza Area by a crosshatched section referred as the "Shared Area").

(c) Owner and City agree that: (i) all costs relating to the future maintenance, repair, replacement, lighting, security, policing, insurance, administration, taxes, assessments, liens, levies, charges, administration, public safety and all other charges and costs relating to the Plaza Area and/or the improvements now or hereafter existing on the Plaza Area (collectively, the "Plaza Area Costs") shall be the paid by the City; provided however, that the Owner shall pay to the City a sum equal to one-half of the Plaza Area Costs not to exceed the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) per year (hereafter the "Maintenance Cap"). The Maintenance Cap shall not be increased in a manner directly or indirectly without the prior written consent of the Owner. The City shall assume sole responsibility for all of the activities and actions related to the Plaza Area including but not limited to the physical maintenance, repair, replacement, as necessary, insurance, public safety, lighting, security and similar matters, it being the intent that the Owner and its successors and assigns shall have no responsibility relating to the Plaza Area other than the payment of its proportionate share of the Plaza Area Costs.

City shall invoice Owner monthly for its share of the Plaza Area Costs. Invoices shall be sent to:

Paramount General Hospital Company
21520 South Pioneer Boulevard, Suite 205
Hawaiian Gardens, California 90716

Attention: Accounts Payable

Payments by Owner to City under this subparagraph (e) shall be made to:

City of Paramount
16400 Colorado Avenue
Paramount, California 90723-5050

Attention: Jose Gomez, Finance Director

Owner shall review the invoices submitted by City to determine whether the costs and any documentation in support thereof are consistent with this Agreement.

Payment shall be made within thirty (30) days of submittal of the invoice by the City or Owner shall provide City with a written statement objecting to the charges.

(d) In the event that Owner's existing Tenant, AHM SMC, a California corporation no longer leases from Owner that portion of the Owner's Property now leased to Tenant on terms and conditions satisfactory to Owner, that period during which the premises now leased to the Tenant is no longer the subject of a then current lease with the existing Tenant or a successor tenant who occupies the same premises on terms and conditions satisfactory to the Owner, Owner shall be relieved of its obligations to pay its proportionate share of the Plaza Area Costs as provided in this Agreement. For the purposes of this paragraph, "terms and conditions satisfactory to the Owner" shall mean that any successor tenant agrees to specifically pay all of the Plaza Area Costs and other sums payable pursuant to Paragraph 3.(c) above in addition to any other rent agreed upon between the Owner and said successor tenant. In lieu of paying its share of the Plaza Area Costs, Owner agrees to pay to the City the annual sum of Seven Thousand Five Hundred Dollars (\$7,500.00). Upon the Owner obtaining a successor tenant who leases from the Owner that portion of the Owner's Property now leased to the Tenant on terms and conditions satisfactory to the Owner in its sole discretion, the Owner shall again be obligated to pay its proportionate share of the Plaza Area Costs, not exceeding the Maintenance Cap.

(e) Owner and City acknowledge that there currently exists two hundred ten (210) parking spaces for the use and benefit of the Owner and its existing Tenant. Upon completion of the Civic Center Project, there will exist two hundred ninety-three (293) parking spaces. The proposed parking lot areas as they now exist and will exist after completion of the Civic Center Project are graphically depicted on Exhibits "I" and "J", respectively, and incorporated herein by reference. The proposed parking lot areas graphically depicted on Exhibit "H" are shown as horizontally and vertically striped areas. All costs relating to the maintenance, repair, replacement, lighting, security, insurance, taxes, and all other charges and costs of the horizontally striped areas shall be borne solely by the City. All costs relating to the maintenance, repair, replacement, lighting, security, insurance, taxes, and all other charges and costs of the vertically striped areas shall be borne solely by Owner. Both the horizontally and vertically striped areas depicted on Exhibit "H" shall be utilized as joint parking for the City, Owner and Tenant; provided that those parking areas shown on Exhibit "H" as diagonally striped areas shall be deemed exclusive parking for the benefit of Owner.

(f) In the event the existing Tenant no longer leases from the Owner that portion of the Owner's Property now leased to said Tenant Owner may upon written notice to the City require the City at the sole cost and expense of the City to restore the original two hundred ten (210) parking spaces for the exclusive use of Owner and/or another tenant. Concurrently with the aforesaid restoration of the original two hundred ten (210) parking spaces, the Public Easement described on Exhibit "A" shall be deemed modified to encompass

solely that portion of the Public Easement defined as the Plaza Area depicted on Exhibit "H" except for public utilities and incidental provisions therein. In the foregoing event, the Jackson Street Lot shall remain for the exclusive use of the Owner and shall not be included in calculating the "original two hundred ten (210) parking spaces".

(g) No future levies, taxes, general or special assessments, liens, charges, or other similar indebtedness relating in any manner to the construction, maintenance, repair, replacement, operation, public safety, insurance, security or similar costs or expenses shall be placed on the Public Easement and/or the underlying fee interest of the Owner in the property underlying the Public Easement without the express written consent of the Owner, except of course for the payment by the Owner of its share of the Plaza Area Costs as set forth in this Agreement subject to the Maintenance Cap.

4. Jackson Street Lot.

(a) In order to effectively utilize the Civic Center Project for the purposes set forth in this Agreement, City shall construct a parking lot on Jackson Street Lot described on Exhibit "B" pursuant to City's commercial rebate program. General details of the parking lot improvements on the Jackson Street Lot are graphically described on Exhibit "J."

(b) Owner, at its sole cost and expense and responsibility, will maintain, repair, replace, police, insure and be responsible for all other costs of the parking lot on the Jackson Street Lot upon completion thereof by the City. The parking lot will be for the exclusive use by the Owner.

(c) Notwithstanding the terms and conditions set forth in Paragraph 4.(b) hereinabove, Owner may, at its election, request City to agree to assume physical responsibility to maintain the parking lot on the Jackson Street Lot and/or the exclusive parking areas shown on Exhibit "H" attached pursuant to a written reimbursement agreement acceptable to both parties.

5. Liens, Indemnity.

City, by making this Agreement, agrees that the Street Easement, Hay Tree Easement and Public Easement (collectively, "Easements") shall remain free of any lien rights of the workers, laborers, materialmen, contractors, subcontractors and/or subcontractors that improved the Easements after the date of this Agreement, if done at City's direction and/or expense and/or by contractors or material suppliers that have entered into agreements with any contractor engaged by the City.

City agrees to indemnify and hold Owner, its agents, employees, directors, officers, and members free and harmless from all liability from whatever source for any and all injury, damage, suits, actions, claims and/or demands arising from or as a result of this Agreement and/or its existence, and/or out of the City's installation or modification of the Improvements installed by City and/or City's maintenance, repair,

replacement, operation and/or management of the Improvements and/or City's use thereof of the Easements, together with reasonable attorneys' fees and all costs and expenses in connection therewith, except those which arise out of the sole negligence or intentional misconduct of Owner with respect to its obligations arising out of this Agreement.

City expressly acknowledges: (i) that it has made its own inspection and evaluation of the Owner's Property and all portions thereof and is accepting the Easements described herein in its "AS IS" and "WHERE IS" condition, (ii) that neither the Owner nor any of its officers, agents, employees, or representatives have made any representations or warranties to the City of any kind or nature relating to the Owner's Property as to the Easements.

6. Condition Precedent.

This Agreement will only become effective and any documents recorded if AHM SMC, a California corporation the existing Tenant of the Owner and the existing guarantor of the existing Tenant leases, has executed an amendment to its current lease with Owner on terms and conditions satisfactory to the Owner in its sole discretion.

7. Recordation of Documents.

Any documents required to be recorded under this Agreement, including Orders for Vacation of Public Right of Ways, and Easement Deeds shall be recorded concurrently in the Los Angeles County Recorder's office.

8. Liability Insurance.

City agrees at its sole cost and expense to purchase and keep in effect general liability and property damage insurance in the amount of \$2,000,000.00 or more covering any and all liability of City in connection with this Agreement and City's installation, use, maintenance, repair, replacement or management of the Easements and the improvements made thereto. City's policy shall name Owner as an additional insured. Said City's policy shall be primary as to any Owner policies. Said City's policy shall not require any contribution from any Owner owned policy. Owner shall be given thirty (30) days written notice of any cancellation, termination and/or non-renewal of such policy. Certificates of insurance and proof that the Owner has been named as an additional insured shall be furnished to the Owner concurrently with the execution of this Agreement. All renewals, modifications and extensions of said insurance shall be furnished from time to time to the Owner

9. Ownership of Improvements.

Ownership of improvements installed by City pursuant to the terms of this Agreement shall remain with the City. Upon termination of this Agreement, City shall have the right to immediately remove all such improvements without further notice to Owner. Upon removal of said improvements, the Owner's Property shall be restored to

the condition it was in prior to the effective date of this Agreement. For so long as the improvements remain on the Easements, the Easements will be considered in the public domain and shall be open to use by the public in the same manner as any other public facility or open space within the City.

10. Enforcement.

Owner shall have a right of action against City, and City shall have a right of action against Owner to enforce by proceedings at law or in equity, all terms, provisions, restrictions, conditions and covenants now or hereafter imposed by the provisions of this Agreement, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions and covenants and the right to recover damages.

11. No Waiver.

Failure by Owner or by City to enforce any covenant, condition or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right or any such future breach of the same or any other covenant, condition and restriction.

12. Cumulative Remedies.

All rights, options and remedies of Owner and City under this Agreement are cumulative, and no one of them shall be exclusive of any other. Owner and City shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

13. Non-Severability.

Invalidation of any one or a portion of these covenants, conditions or restrictions by judgment or court order shall terminate the entire Agreement, unless the parties agree in writing that it should remain in effect.

14. Term.

This Agreement shall be for an indefinite term and neither party may terminate this Agreement at any time without the prior written consent of the other party which consent may be withheld in the sole and absolute discretion of said party.

15. Singular Includes Plural.

Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

16. Attorney's Fees.

In the event action is instituted to enforce any of the provisions contained in this Agreement, the party prevailing in such action shall be entitled to recover from the other

party thereto reasonable attorney's fees and costs of such suit as determined by the court, or by mediation or arbitration, as part of the judgment.

17. Notices.

Any notice to be given to City or Owner under the provisions of this Agreement shall be in writing and through certified mail return receipt requested to the addresses set forth below. Either party may change its address by notifying the other party of the change of address in writing.

To Owner: Paramount General Hospital Company
21520 South Pioneer Boulevard, Suite 205
Hawaiian Gardens, California 90716

Attention: 

With Copies To: Myron Meyers, Esq.
1111 East Tahquitz Canyon Way, Suite 110
Palm Springs, California 92262

To City: City of Paramount
16400 Colorado Avenue
Paramount, California 90723-5050

Attention: Patrick H. West, City Manager

18. Amendments.

This Agreement sets forth the entire agreement between the parties herein. Any modifications must be in the form of a written amendment agreed to and signed by both City and Owner.

19. Effectiveness of Agreement.

The persons executing this Agreement on behalf of City and Owner warrant their authority to do so on behalf of their respective entities and that such authority has been duly and validly conferred by their respective approving authority.

20. Survival of Promises.

The promises, covenants, terms, indemnifications and conditions contained herein shall survive the execution of this Agreement and shall remain effective by the parties' heirs, assigns or successors in interest.

21. The Effect of Recitals.

The Recitals contained at the beginning of this Agreement are an important and integral part of this Agreement and are hereby incorporated herein and made a part hereof as though fully set forth again.

22. Counterparts.

This agreement may be executed in counterparts, each of which so fully-executed counterpart shall be deemed an original.

23. Governing Law.

City and Owner understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to the Agreement and also govern the interpretation of the Agreement.

24. Legal Requirements.

City represents and warrants to the Owner and its successors, assigns and tenants that the City has promulgated all appropriate notices, taken all appropriate legal steps, and has followed all required legal proceedings (i) for the effective vacation of the public street and alley described in this Agreement, (ii) for the Civic Center Project, and (iii) for the effective execution of this Agreement and compliance with the executory provisions set forth in this Agreement.

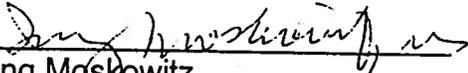
25. Change in Configuration of Improvements.

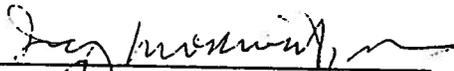
City agrees to consult with Owner in the event there are any material configuration changes from City Council approved set of construction plans for the Plaza Area. For purposes of this provision, consultation means City may at its sole and absolute discretion consider alternative configuration plans proposed by Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first hereinabove written.

PARAMOUNT GENERAL HOSPITAL,
A California limited partnership
"OWNER"

By: PGHC, INC, a California corporation
Its General Partner

By: 
Irving Moskowitz,
Its President

By: 
Its President

THE CITY OF PARAMOUNT, a
Municipal corporation
"CITY"

By: 

Name: Patrick H. West

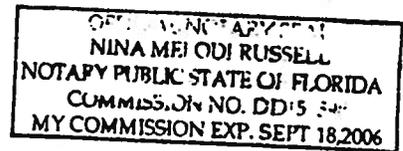
Title: City Manager

STATE OF FLORIDA }
COUNTY OF Miami-Dade }

On September 26, 2002, before me, the undersigned notary public, personally appeared Irving Moskowitz, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Nina Melodi Russell
Signature of Notary
Nina Melodi Russell



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

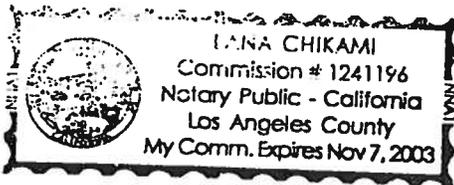
County of Los Angeles } SS.

On October 22, 2002, before me, Lana Chikami Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Patrick H. West
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lana Chikami

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Master Agreement for Grant of Easement, Maintenance and Use

Document Date: September 18, 2002 Number of Pages: 12 pg. Agreement, Exhibits A-J

Signer(s) Other Than Named Above: Irving Moskowitz

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: City of Paramount

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

PUBLIC EASEMENT

Lots 24 through 29, inclusive, of Hynes Improvement Company's Tract, as per map recorded in Book 11 Page 113 of Maps, in the Office of the County Recorder of said County.

Together with the easterly 73 feet of Lots 40 to 47, inclusive, and the easterly 73 feet of the southerly 21 feet of Lot 39, all of said Hynes Improvement Company's Tract.

Together with those vacated portions of Colorado Avenue and Harrison Street bounded as follows:

Easterly by the southerly prolongation of the easterly line of said Lot 24;
Westerly by the southerly prolongation of the westerly line of the easterly 73 feet of said Lot 47;

Southerly by a line parallel with and 30 feet northerly of the centerline of said Harrison Street;

Northerly by the following described line: Beginning at the northwest corner of said Lot 29; thence, along the westerly prolongation said northerly line to the centerline of said Colorado Avenue; thence, northerly along said centerline to the easterly prolongation of the northerly line of said southerly 21 feet of Lot 39; thence, westerly along said prolongation to the easterly line of said Lot 39.

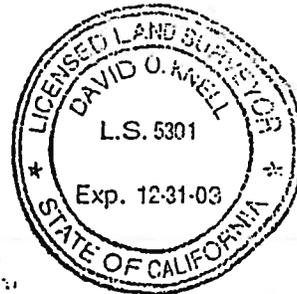
Together with that portion of the westerly one-half of the north-south alley abutting said Lots 24 through 29 bounded as follows:

Northerly by the easterly prolongation of the northerly line of said Lot 29;
Southerly by the easterly prolongation of the southerly line of said Lot 24.

Prepared under my supervision:

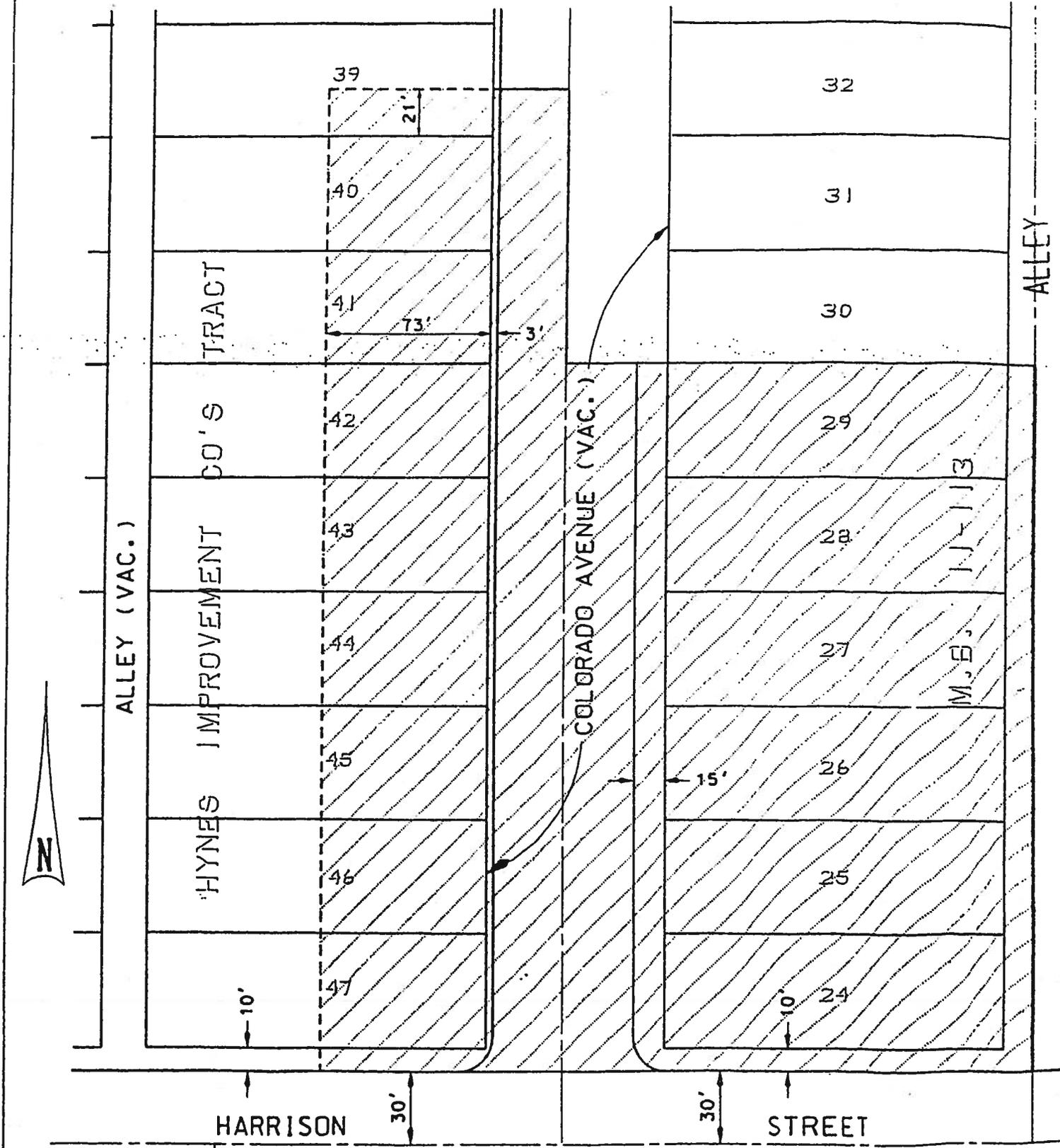
David O. Knell 8-27-02
David O. Knell PLS 5301 Date

August 27, 2002
D:\wpdocs\paramount\hospital-vac.doc



See Exhibit "A" attached hereto and by this reference made a part

Exhibit "A"



WILLDAN
 ENGINEERS • PLANNERS
 13191 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA. 91746-3497
 (562) 908-6200

SCALE 1" = 60'	DATE AUG 27, 2002
DRAWN BY D. BEYERBACH	PARK INGEASE, DGN
CHECKED BY D. KNELL	PAR-HOSP

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

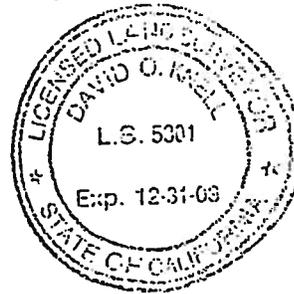
JACKSON STREET
VACANT LOT FOR PARKING

A.P.N. 7102-025-028

The East 50 feet of Lot 1, Block 77 of Clearwater, in the City of Paramount, County of Los Angeles, State of California, as per map recorded in Book 19, Pages 51 to 54, inclusive, of Miscellaneous Records, in the Office of the County Recorder of said County.

Prepared under my supervision:

David O. Knell
David O. Knell PLS 5301 Date



August 27, 2002
D:\wpdocs\paramount\hospital-vac.doc

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 02:015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, ORDERING THE VACATION OF THE ALLEY LOCATED WEST OF PARAMOUNT BOULEVARD, BETWEEN JACKSON STREET AND HARRISON STREET

WHEREAS, the Resolution of Intention in the matter of the vacation of the alley located west of Paramount Boulevard, between Jackson Street and Harrison Street in the City of Paramount was adopted by the City Council of the City of Paramount on April 2, 2002, which resolution established the time and place for the public hearing on said vacation; and

WHEREAS, due notice of said hearing has been published and posted as required by law; and

WHEREAS, all protests in this matter have been duly considered.

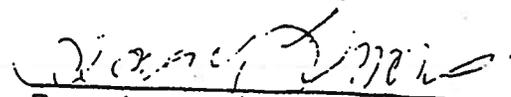
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

Section 1: That the City Council finds from all evidence submitted that the vacation of the alley located west of Paramount Boulevard, between Jackson Street and Harrison Street as described in its Resolution of Intention, namely, Resolution No. 02:004, is necessary for a public purpose.

Section 2: The City Council therefore orders vacated the alley located west of Paramount Boulevard, between Jackson Street and Harrison Street in the City of Paramount, County of Los Angeles, State of California, more particularly as indicated on the attached Exhibits "A" and "B".

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.

PASSED, APPROVED and ADOPTED this 7th day of May, 2002.


Peggy Lemons, Mayor

Attest:

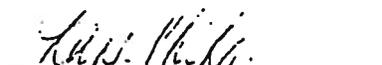

Lana Chikami, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE 1ST ALLEY WEST OF
PARAMOUNT BOULEVARD BETWEEN HARRISON STREET,
AND JACKSON STREET TO BE VACATED

Those portions of the first alley west of Paramount Boulevard to be vacated bounded as follows:

Easterly 10 feet of alley

Northerly by a line parallel with and 50 feet southerly of the centerline of Jackson Street, 100 feet wide;
Southerly by a line parallel with and 25 feet northerly of the centerline of Harrison Street, 50 feet wide.

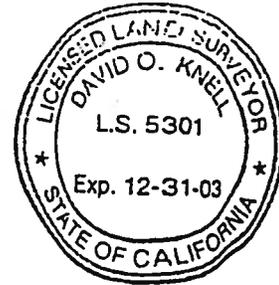
Westerly 10 feet of alley

Northerly by a line parallel with and 40 feet southerly of the centerline of Jackson Street, 80 feet wide;
Southerly by a line parallel with and 30 feet northerly of the centerline of Harrison Street, 55 feet wide.

Reserving therefrom easements for public and non-public utilities and incidental purposes thereto, future easements, sanitary sewer, and parking purposes over the above described alley sections.

Prepared under my supervision:

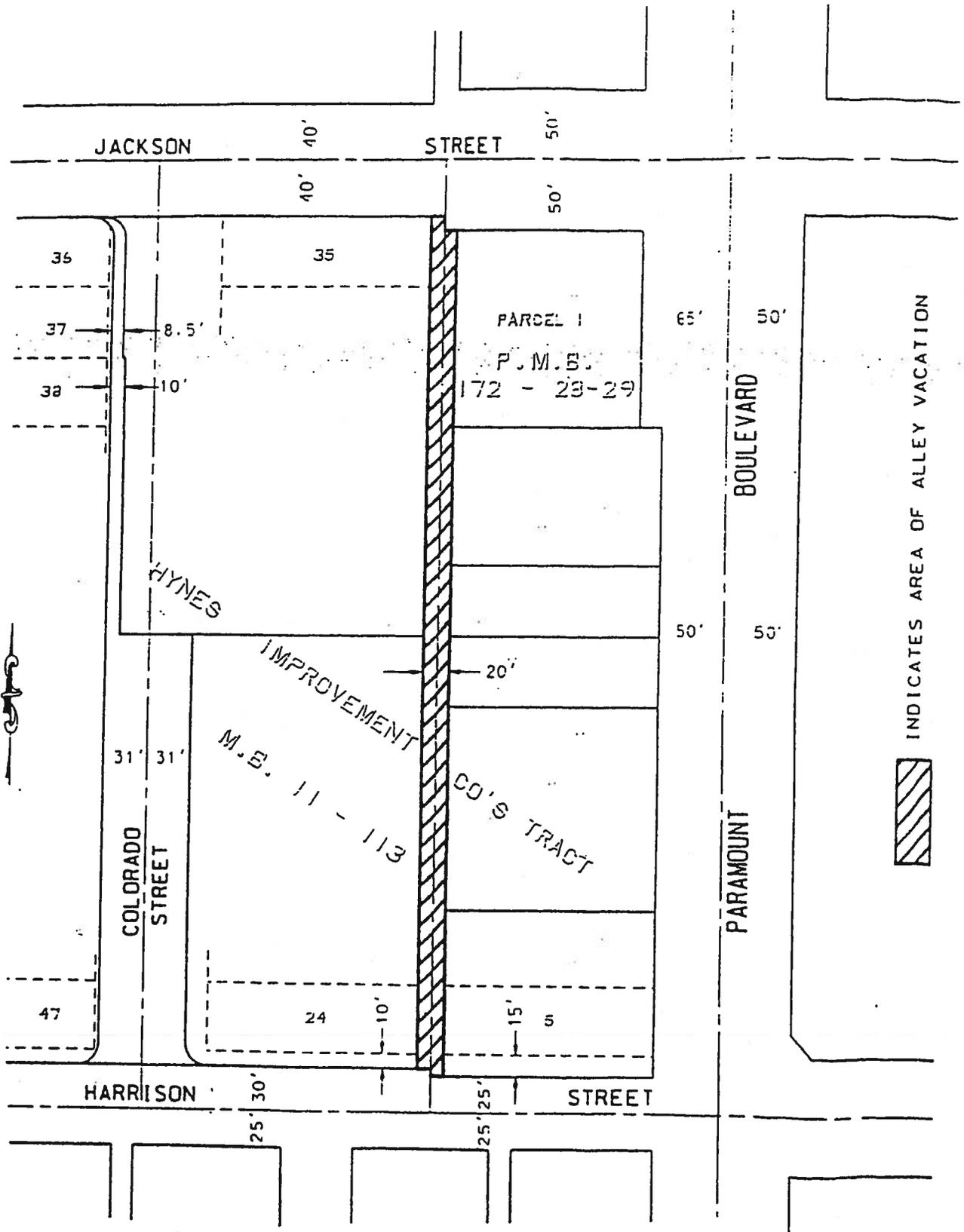
David O. Knell 5-1-02
David O. Knell PLS 5301 Date



April 30, 2002
D:\wpdocs\paramount\hospital-vac.doc

See Exhibit "B" attached hereto and by this reference made a part hereof

EXHIBIT 'B'



 <p>Willdan ENGINEERS & PLANNERS 13191 CROSSROADS PARWAY NORTH, SUITE 405 INDUSTRY, CA. 91746-3497 1527 908-5200</p>	SCALE 1" = 100'	DATE DEC 11, 2001	<p>SKETCH TO ACCOMPAN LEGAL DESCRIPTION</p>
	DRAWN BY D. BEYERBACH	SK-VAC.DGN	
	CHECKED BY D. KNELL	PAR-HOSP	

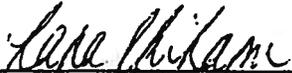
Exhibit "C"

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF PARAMOUNT)

I, Lana Chikami, City Clerk of the City of Paramount, California, DO HEREBY CERTIFY that the foregoing document is a true and correct copy of City of Paramount Resolution No. 02:015 adopted by the City Council of the City of Paramount at its regular meeting held on **May 7, 2002**.

Signed and sealed this 8th day of May 2002.



Lana Chikami, City Clerk

(SEAL)

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 02:016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PARAMOUNT, ORDERING THE VACATION OF A
PORTION OF COLORADO AVENUE, BETWEEN
JACKSON STREET AND HARRISON STREET

WHEREAS, the Resolution of Intention in the matter of the vacation of a portion of Colorado Avenue, located between Jackson Street and Harrison Street in the City of Paramount was adopted by the City Council of the City of Paramount on April 2, 2002, which resolution established the time and place for the public hearing on said vacation; and

WHEREAS, due notice of said hearing has been published and posted as required by law; and

WHEREAS, all protests in this matter have been duly considered.

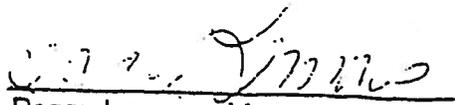
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

Section 1: That the City Council finds from all evidence submitted that the vacation of a portion of Colorado Avenue, between Jackson Street and Harrison Street as described in its Resolution of Intention, namely, Resolution No. 02:005, is necessary for a public purpose.

Section 2: The City Council therefore orders vacated a portion of Colorado Avenue, between Jackson Street and Harrison Street in the City of Paramount, County of Los Angeles, State of California, more particularly as indicated on the attached Exhibits "A," and "B".

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.

PASSED, APPROVED and ADOPTED this 7th day of May, 2002.


Peggy Lemons, Mayor

Attest:


Lana Chikami, City Clerk

H:\COMDEV\WP\JOHN\REPORTS\res02016rescc.doc

EXHIBIT "A"

LEGAL DESCRIPTION OF A PORTION OF
COLORADO AVENUE TO BE VACATED

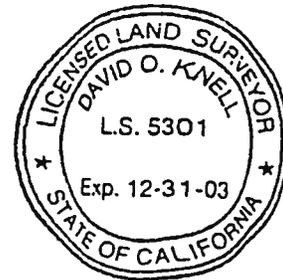
That portion of Colorado Avenue, variable width, lying between a line parallel with and 40.00 feet southerly of the centerline of Jackson Street, 80 feet wide, and a line parallel with and lying 30.00 feet northerly of the centerline of Harris on Street, 55 feet wide.

EXCEPT those portions previously vacated.

Reserving therefrom easements for public and non-public utilities and incidental purposes thereto, future easements, sanitary sewer, and parking purposes over the above described portion of Colorado Avenue.

Prepared under my supervision:

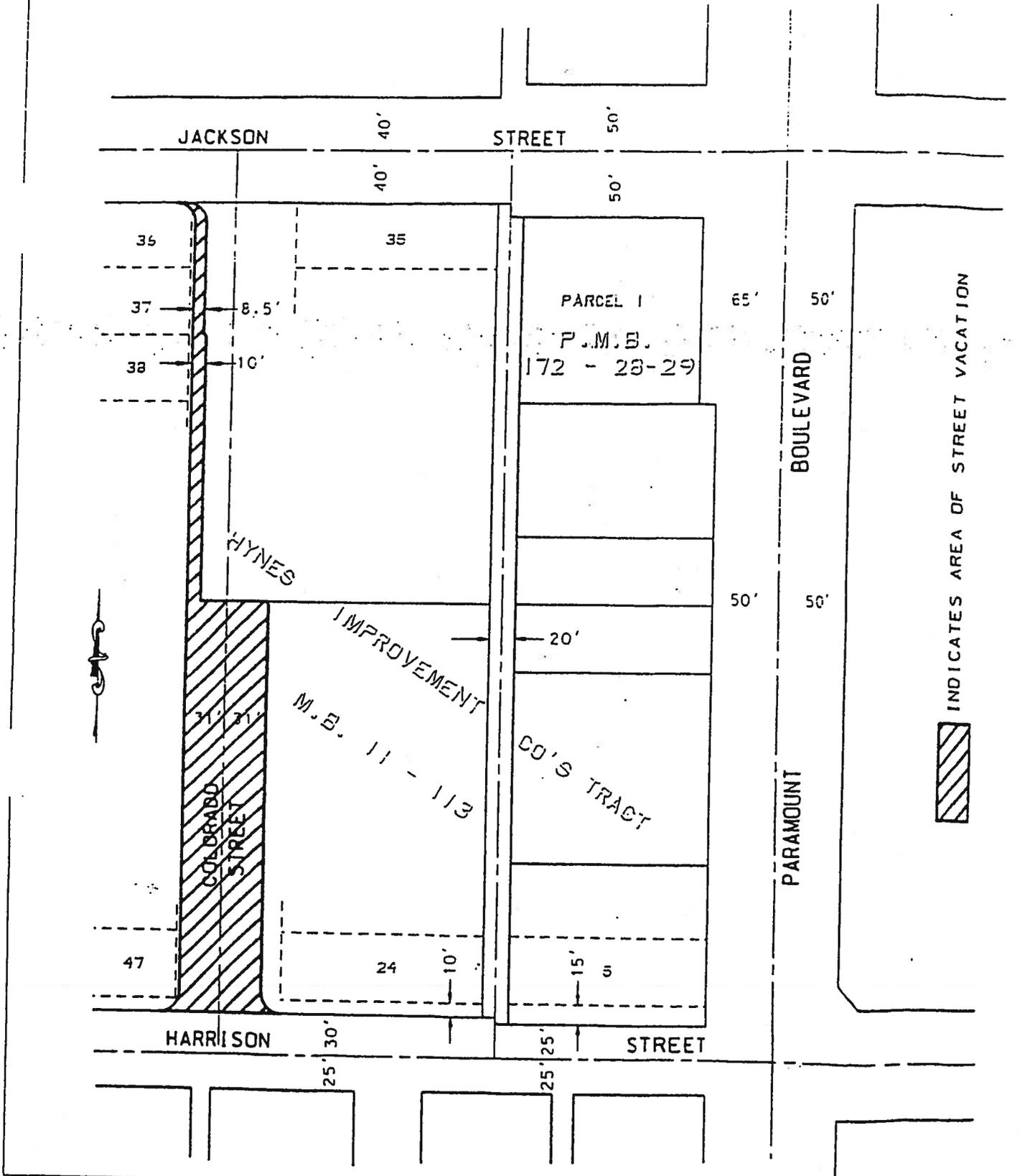
David O. Knell 5-1-02
David O. Knell PLS 5301 Date



April 30, 2002
D:\wpdocs\paramount\hospital-vac.doc

See Exhibit "B" attached hereto and by this reference made a part hereof

EXHIBIT "B"



WILLDAN
 ENGINEERS & PLANNERS
 13191 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA. 91746-3497
 1982: 938-6200

SCALE 1" = 100'	DATE DEC 11, 2001
DRAWN BY D. BEYERBACH	SK-VAC.DGN
CHECKED BY D. KNELL	PAR-HOSP

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

Exhibit "D"

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF PARAMOUNT)

I, Lana Chikami, City Clerk of the City of Paramount, California, DO HEREBY CERTIFY that the foregoing document is a true and correct copy of City of Paramount Resolution No. 02:016 adopted by the City Council of the City of Paramount at its regular meeting held on **May 7, 2002**.

Signed and sealed this 8th day of May 2002.



Lana Chikami, City Clerk

(SEAL)

STREET EASEMENT

Those portions of Lots 1 and 2 of the Hynes Improvement Company's Tract, as per map recorded in Book 11 Page 113 of Maps, in the Office of the County Recorder of said County, and that portion of the 20 foot alley abutting said Lots 1 and 2 on the west, as vacated by City of Paramount Resolution No. _____ and recorded _____ as Instrument No. 02- _____ of Official Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the northeast corner of said Lot 1; thence along the northerly line of said lot and its westerly prolongation, West, 160.00 feet to the centerline of said 20 foot wide alley; thence, along said centerline, South 95.16 feet to the beginning of a nontangent curve, concave northwesterly and having a radius of 98.00 feet, a radial line of said curve to which point bears South 11°22'16" East; thence, northeasterly along said curve, 80.90 feet through a central angle of 47°17'48" to the beginning of a reverse curve, concave southeasterly and having a radius of 27.00 feet; thence, northeasterly along said curve, 27.65 feet through a central angle of 58°40'04" to a point of tangency with a line parallel with said northerly line of Lot 1; thence, along said parallel line, East, 58.82 feet; thence, South 45°00'00" East, 19.42 feet to the east line of said Lot 1; thence, along said east line, North 50.81 feet to the Point of Beginning.

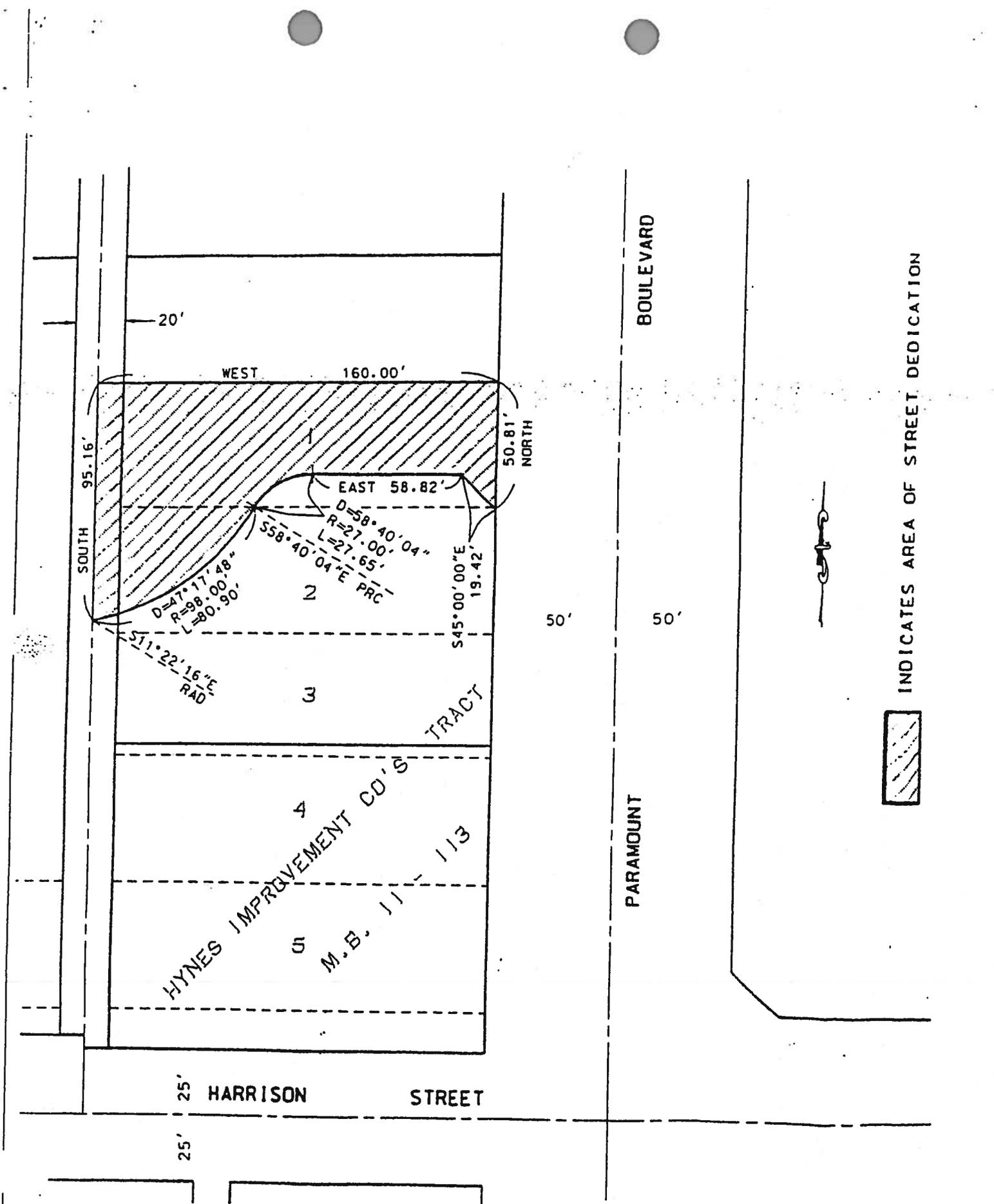
Prepared under my supervision:

David O. Knell 12/21/01
David O. Knell PLS 5301 Date



December 15, 2001
D:\wpdocs\paramount\hospital-vac.doc

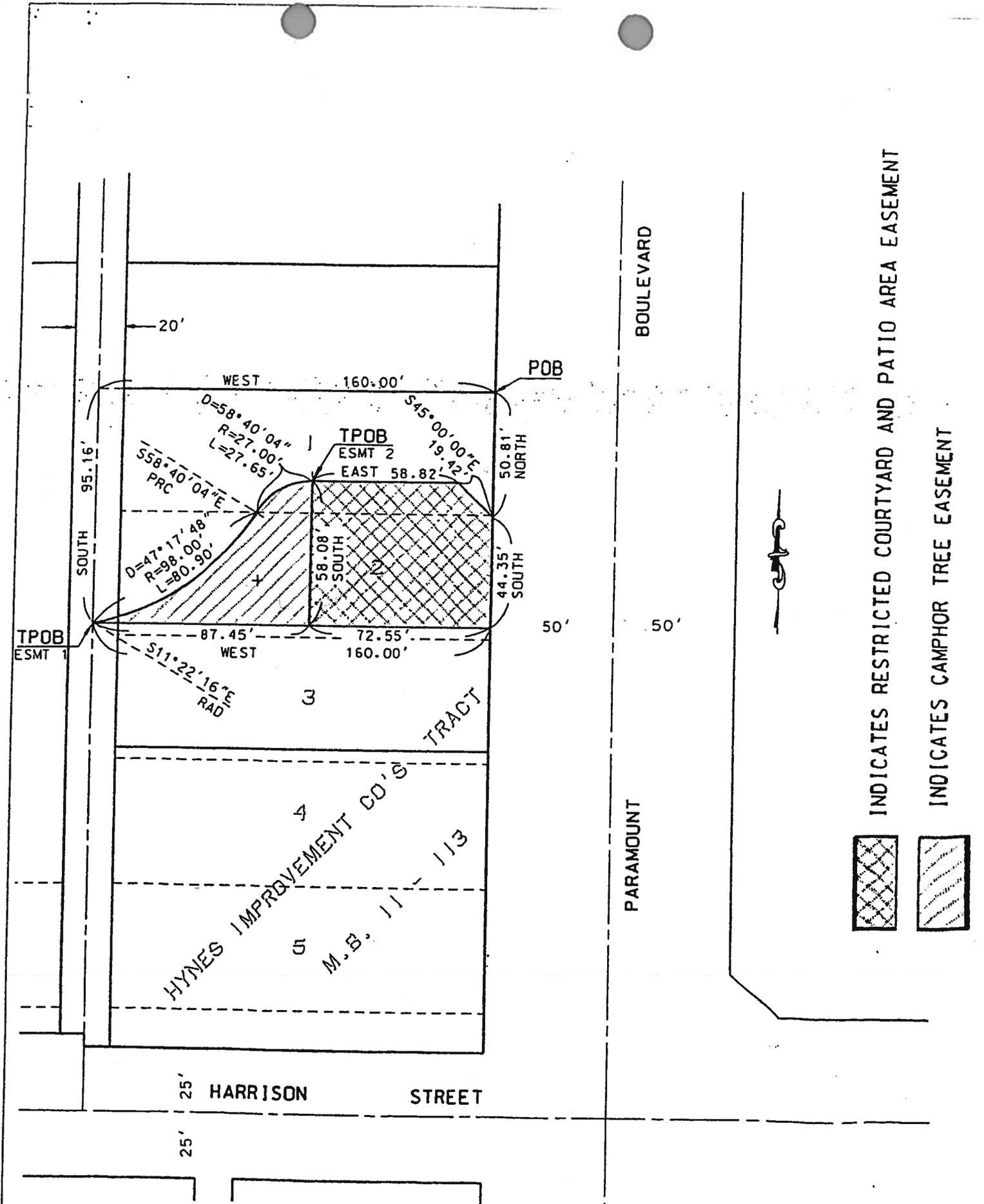
See Exhibit "B" attached hereto and by this reference made a part hereof
E



WILLDAN
 ENGINEERS • PLANNERS
 13191 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA. 91746-3497
 (562) 908-6200

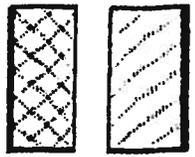
SCALE 1" = 50'	DATE DEC 13, 2001
DRAWN BY D. BEYERBACH	MOSKOWITZ, DGN
CHECKED BY D. KNELL	PAR-HOSP

**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION**



INDICATES RESTRICTED COURTYARD AND PATIO AREA EASEMENT

INDICATES CAMPHOR TREE EASEMENT



WILLDAN
 ENGINEERS • PLANNERS
 13191 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA. 91746-3497
 (562) 908-6200

SCALE 1" = 50'	DATE AUG 27, 2002
DRAWN BY D. BEYERBACH	MOSKOWITZ.DGN
CHECKED BY D. KNELL	PAR-HOSP

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LANDSCAPING EASEMENTS
FOR EXISTING CAMPHOR TREE AND
RESTRICTED COURTYARD AND PATIO AREA

Those portions of Lots 1 and 2 of the Hynes Improvement Company's Tract, as per map recorded in Book 11 Page 113 of Maps, in the Office of the County Recorder of said County, and that portion of the 20 foot alley abutting said Lots 1 and 2 on the west, as vacated by City of Paramount Resolution No. _____ and recorded _____ as Instrument No. 02- _____ of Official Records, in the Office of the County Recorder of said County, described as follows:

EASEMENT 1 - CAMPHOR TREE EASEMENT

Beginning at the northeast corner of said Lot 1; thence along the northerly line of said lot and its westerly prolongation, West, 160.00 feet to the centerline of said 20 foot wide alley; thence, along said centerline, South 95.16 feet to the beginning of a nontangent curve, concave northwesterly and having a radius of 98.00 feet, a radial line of said curve to which point bears South 11°22'16" East, said point being the **True Point of Beginning**; thence, northeasterly along said curve, 80.90 feet through a central angle of 47°17'48" to the beginning of a reverse curve, concave southeasterly and having a radius of 27.00 feet; thence, northeasterly along said curve, 27.65 feet through a central angle of 58°40'04"; thence, nontangent South, 58.08 feet to the intersection with a line which bears East from the True Point of Beginning; thence, West, 87.45 feet to the True Point of Beginning.

Contains 2269 square feet, more or less

EASEMENT 2 - RESTRICTED COURTYARD AND PATIO AREA

Beginning at the northeast corner of said Lot 1; thence along the northerly line of said lot and its westerly prolongation, West, 160.00 feet to the centerline of said 20 foot wide alley; thence, along said centerline, South, 95.16 feet to the beginning of a nontangent curve, concave northwesterly and having a radius of 98.00 feet, a radial line of said curve to which point bears South 11°22'16" East, said point being hereinafter referred to as Point "A"; thence, northeasterly along said curve, 80.90 feet through a central angle of 47°17'48" to the beginning of a reverse curve, concave southeasterly and having a radius of 27.00 feet; thence, northeasterly along said curve, 27.65 feet through a central angle of 58°40'04" to the **True Point of Beginning**; thence, nontangent South, 58.08 feet to the intersection with a line which bears East from Point "A"; thence, East, 72.55 feet to the easterly line of said Lot 2; thence, along said easterly line, North, 44.35 feet; thence, North 45°00'00" West, 19.42 feet to a line that bears East from the True Point of Beginning; thence, West, 58.82 feet to the True Point of Beginning.

Contains 4120 square feet, more or less

Prepared under my supervision:

David O. Knell 82702
David O. Knell PLS 5301 Date



August 27, 2002
D:\wpdocs\paramount\hospital-vac.doc

See Exhibit " *F* " attached hereto and by this reference made a part hereof

Exhibit "F"

BILL OF SALE

This Bill of Sale is entered into as of this 18th day of September 2002 with reference to the following agreed upon matters:

A. On or about September 18, 2002 an agreement was entered into between The City of Paramount, a California municipal corporation (hereafter the "City") and Paramount General Hospital Company, Ltd., a California limited partnership (hereafter the "Owner") entitled "Master Agreement For Grant of Easement, Maintenance and Use" (hereafter the "Master Agreement").

B. One of the provisions of the Master Agreement acknowledges that there now is planted, growing and existing on a portion of the property owned by the Owner, which property is described in Exhibit "A" attached hereto and made a part hereof (hereafter the "Property") a large Camphor Tree which is commonly known in the City as the "Hay Tree" (hereafter the "Hay Tree").

C. The Master Agreement further acknowledges that the Hay Tree is deemed by the parties to be "personal property" and that the Owner is to enter into a bill of sale relating to the Hay Tree.

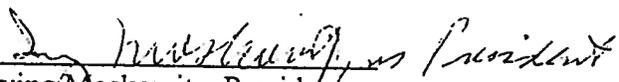
D. Another provision of the Master Agreement grants to the City as easement over the Property for maintenance, landscaping and incidental purposes relating to the Hay Tree.

E. The purpose and intent of this Bill of Sale is (i) to impliment the provisions of the Master Agreement relating to the Hay Tree, (ii) to memorialize the mutual agreement that the Hay Tree is for all purposes hereafter "personal property", and (iii) to sell, transfer and convey to the City all of the Owner's right, title and interest in and to the Hay Tree in its "as is" and "where is" condition.

Now therefore, for valuable consideration, receipt of which is hereby acknowledged, the Owner does hereby assign, sell, transfer and convey to the City all of the Owner's right, title and interest in and to the Hay Tree.

Dated: September 18, 2002 PARAMOUNT GENERAL HOSPITAL COMPANY, LTD., a
California limited partnership

By: PGHC, Inc., a California corporation, its general partner

By: 
Irving Moskowitz, President

ACCEPTANCE and ASSUMPTION

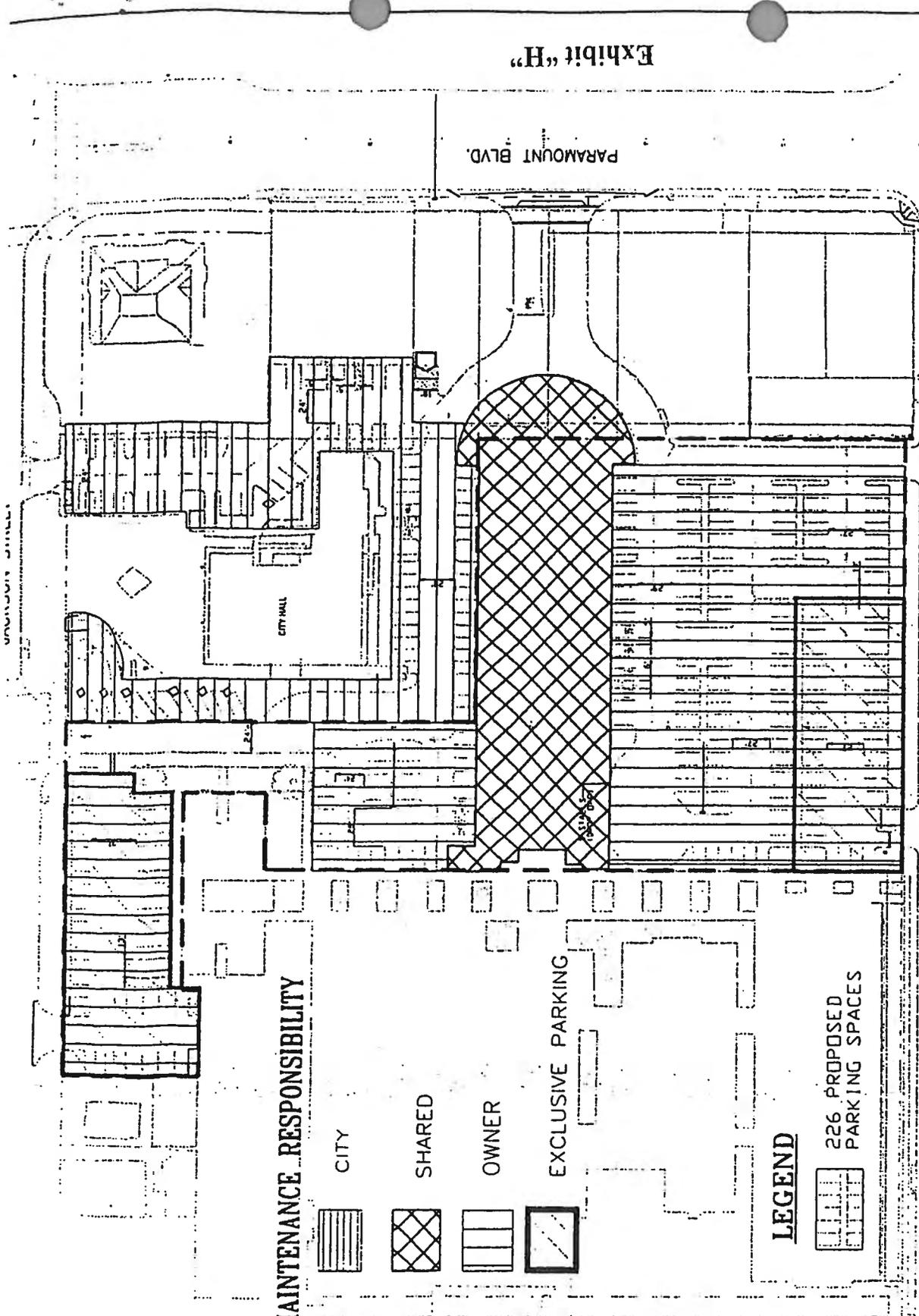
The City does hereby accept the Hay Tree and does hereby assume all of the rights and obligations related thereto, all as more fully set forth in the Master Agreement.

Dated: ~~September~~^{October} 22, 2002

THE CITY OF PARAMOUNT, a California municipal corporation

By: Pat H. [Signature]

Its: City Manager



MAINTENANCE RESPONSIBILITY



CITY



SHARED



OWNER



EXCLUSIVE PARKING

LEGEND



226 PROPOSED
PARKING SPACES



NOT TO SCALE

PARAMOUNT BLVD.

Exhibit "H"

HARRISON STREET

PLANS PREPARED BY:



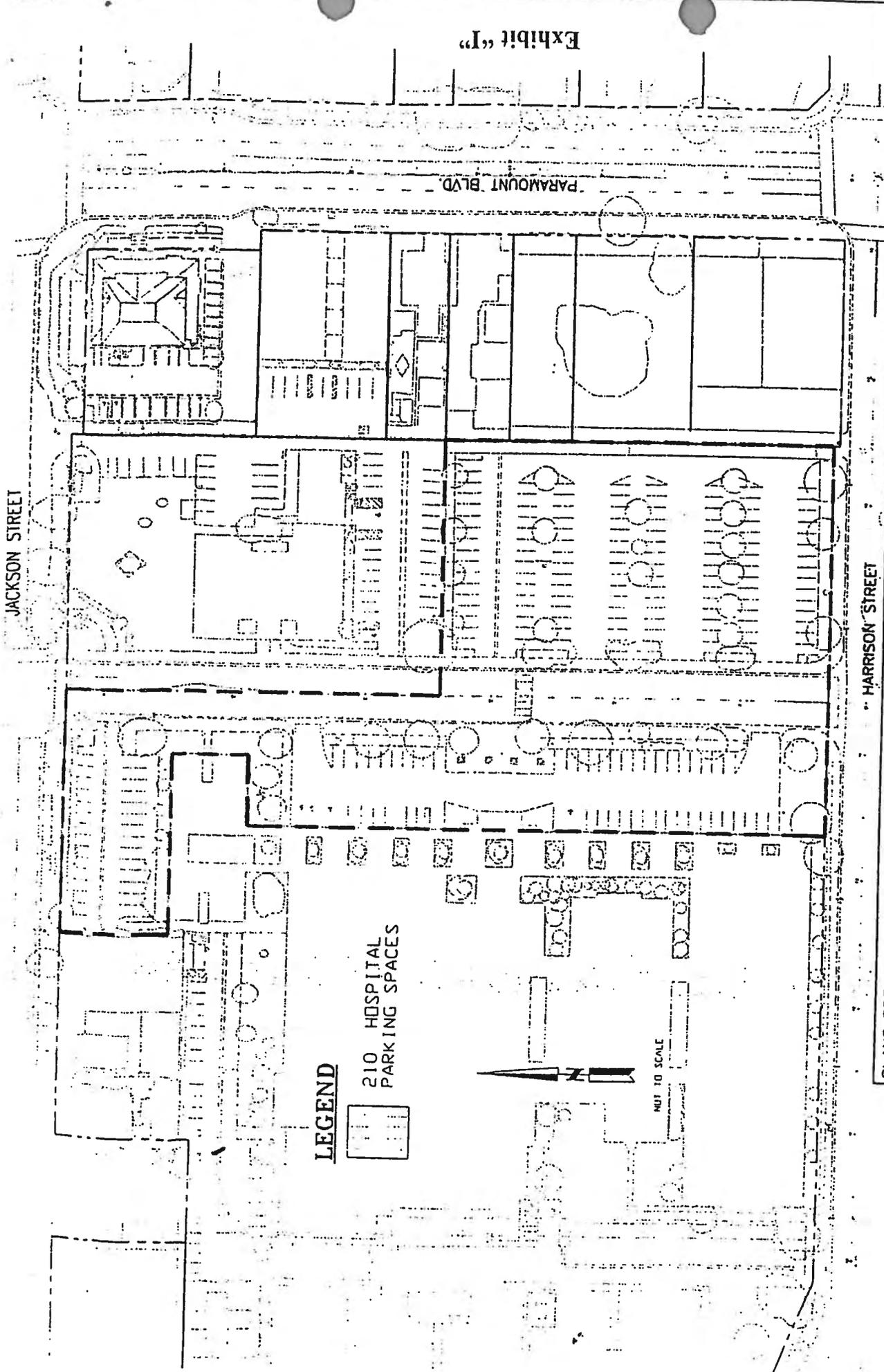
WILLDAN

13191 CROSSROADS PARKWAY NORTH, SUITE 405

INDUSTRY, CA 91746-3497

(562) 908-6200

**CITY OF PARAMOUNT
CIVIC CENTER PLAZA
EXHIBIT**



CITY OF PARAMOUNT
EXISTING CONDITIONS
EXHIBIT

PLANS PREPARED BY:
 **WILLDAN**
 13191 CROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRY, CA 91746-3497
 (562) 908-6200

This page is part of your document - DO NOT DISCARD



20230475682



Pages:
0021

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/19/23 AT 01:02PM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
<hr/> PAID :	0.00



LEADSHEET



202307192880025

00023610395



014173574

SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

ATTACHMENT B

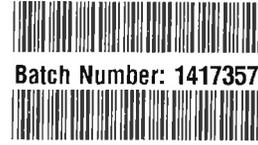
**DISPOSITION AND DEVELOPMENT
AGREEMENT WITH OPERATING
COVENANTS**

RECORDING REQUESTED BY:
CITY OF PARAMOUNT

WHEN RECORDED MAIL TO:

CITY OF PARAMOUNT – CITY CLERK
16400 COLORADO AVENUE
PARAMOUNT, CA 90723

23610395



Batch Number: 14173574

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DISPOSITION AND DEVELOPMENT AGREEMENT WITH OPERATING COVENANTS
BY AND BETWEEN THE CITY OF PARAMOUNT AND PARAMOUNT CITY INVESTORS, LLC**

RECORDING REQUESTED BY:
CITY OF PARAMOUNT

WHEN RECORDED MAIL TO:

CITY OF PARAMOUNT – CITY CLERK
16400 COLORADO AVENUE
PARAMOUNT, CA 90723

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: 7102-027-021

**DISPOSITION AND DEVELOPMENT AGREEMENT
With Operating Covenants**

This Agreement is entered into by and between the City of Paramount, a California municipal corporation (“City”) and Paramount City Investors, LLC, a California limited liability company (“Developer”) as of June 19, 2023 (“Effective Date.”). City and Developer each may be referred to as a “Party” and collectively as the “Parties.”

RECITALS

The following Recitals are a substantive part of this Agreement. Capitalized terms used in these Recitals and not otherwise defined shall have the meanings set forth in Section 1 below.

A. WHEREAS, Paramount’s City Hall is located at 16400 Colorado Ave. Adjacent to the City Hall is a parcel owned by a private third party which is a historical building known as the Paramount Saw (the “Saw Property” or “Property”) legally described as set out in Exhibit 1, attached and incorporated.

B. WHEREAS, Adjacent to the Saw Property is an area owned by Kindred Hospital on which stands the historic Hay Tree. Also adjacent to the Saw Property is a parking area also owned by Kindred Hospital

C. WHEREAS, Near the Saw Property are a City parking area which includes an open space area. All such areas are set out on Exhibit 2, attached and incorporated, and showing the site.

D. WHEREAS, a critical part of the vision of the City’s Downtown Revitalization Project, it is the City’s goal to attract business opportunities and enhance the City’s history and sense of community; and

E. WHEREAS, consistent with the City’s vision of the Downtown Revitalization Project, the City seeks to preserve and utilize historic structures which also are part of the City’s history and culture. Because the Saw Property is not a registered historic landmark, it is

particularly important for the City to preserve its historical value and meaning for the community.

F. WHEREAS, for some time, the City has researched ways in which to rehabilitate and preserve the Saw Property for a City historical museum and event center as well as commercial restaurant purposes, where each use will support the other and create a vibrant community gathering space along with a historical museum.

G. WHEREAS, Developer is a known developer and business operator within the City and has made a proposal to the City for Developer to acquire the Saw Property, rehabilitate and preserve it, and use it for restaurant/retail/commercial uses with space reserved for City's occupancy for a historical museum and event space.

H. WHEREAS, the City is authorized and empowered under its police powers to enter into agreements in order to improve the economic conditions and engage in business retention and development activities within the City as well as to provide for historic preservation.

I. WHEREAS, City and Developer now have determined as follows:

- a. Developer will purchase the Saw Property from the current owner and thereafter will rehabilitate and preserve it for the uses set out with the City assistance on the terms and conditions in this Agreement.
- b. City shall be entitled to occupy a portion of the Saw Property for the development of a City Historical museum and event area.
- c. Developer shall utilize the remainder of the Saw Property to construct and thereafter, as the Operator, to operate and maintain a restaurant/retail/commercial use open to the public.

J. WHEREAS, in order to assist the Developer in moving forward with the Project, City and the Developer desire to enter into this Agreement in order to provide commercial assistance pursuant to the Program in exchange for certain uses and covenants provided to the City.

NOW, THEREFORE, City and Developer hereby agree as follows:

1. DEFINITIONS

"Agreement" means this Disposition and Development Agreement with Operating Covenant with all attachments, executed by and between City and Operator.

"City" means the City of Paramount, a general municipal corporation, exercising governmental functions and powers and organized and existing under the laws of the State of California, and any assignee of or successor to its rights, powers and responsibilities.

"Date of Agreement" means the date first written above.

“Developer” and Operator means Paramount City Investors, LLC and any successor thereto, including any purchaser of the Property other than City.

“Parties” means the City and Developer, collectively.

“City Contribution” means the City’s monetary contribution as provided in Section 6 hereof.

“City Manager” means the City Manager of the City or designee.

“Day” means calendar days unless otherwise provided.

“Restaurant/retail/commercial use” means predominantly restaurants and possibly other commercial uses in a shared indoor facility with a common theme and typically with a common seating area.

“Historic rehabilitation and preservation “ means maintenance of the current building without exterior alteration (except as may be required by governing bodies), rehabilitation of the exterior and interior using like materials to the extent possible, and other conditions provided by the City Planning Department.

“Operator” means the Developer upon completion of the rehabilitation of the Saw Property and operation of the Restaurant/retail/commercial use.

“Project” means the acquisition of the Saw Property by Developer and thereafter its rehabilitation and rehabilitation so that two-thirds of the interior shall be used as predominantly Restaurant/retail/commercial uses or possible ancillary retail and/or commercial uses; and, one-third will be available for City occupancy for use a historical museum and event space.

“Saw Property” or “Property” means that commercial property located at 16493 Paramount Blvd. in the City of Paramount, which currently is vacant and which Developer is in the process of purchasing

2. REPRESENTATIONS OF THE PARTIES

2.1 Representations by the Developer

Developer hereby represents and warrants to City as follows:

2.1.1 Organization

Paramount City Investors LLC is duly organized in the State of California, is validly existing and in good standing under the laws of the State of California and has the power and authority to own and purchase property and carry on the actions proposed in this Agreement.

2.1.2 Authority

Paramount City Investors LLC has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by it in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of Developer.

2.1.3 Valid and Binding Agreements

This Agreement and all other documents which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

2.1.4 Litigation

No action, suit or proceedings are pending or threatened to which Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed to the City and which could materially adversely affect the ability of Developer or to carry out its obligations hereunder.

2.1.5 No Conflict

Developer's execution and delivery of this Agreement and any other documents executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Developer or any provision of the organizational documents of Developer or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer or other than liens established pursuant hereto.

2.1.6 No Developer Bankruptcy

No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Developer, nor are any of such proceedings contemplated by Developer. Developer is able to pay its debts when they come due.

Each of the foregoing representations shall be deemed to be a representation and warranty as of the date of execution of this Agreement and as of the date of closing.

2.2 Representations by City

City hereby represents and warrants to Developer as follows:

2.2.1 Organization

City is duly organized in the State of California, and validly existing and in good standing under the laws of the State of California and has the power and authority to purchase, own and sell property and carry on its business as now being conducted.

2.2.2 Authority

City has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the City in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents executed and delivered, or to be executed and delivered pursuant to this Agreement are authorized to execute and deliver the same on behalf of the City and all actions required under City's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2.2.3 Valid and Binding Agreements

This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of City enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

3. OBLIGATIONS OF THE DEVELOPER

The Developer is willing to enter into this Agreement and abide by the conditions contained here in consideration of the City providing the financial and other assistance described herein.

3.1. Purchase of Saw Property: Developer has determined that the Saw Property is suitable for the purposes of the Agreement. On or before July 5, 2023, Developer shall purchase the Property on the terms and conditions set out in separate purchase and sale documents with the current property owner.

3.1.2 Developer shall utilize the City Contribution only for the Project. In the event that Developer does not or cannot close escrow to purchase the Property by July 5, 2023, the City Contribution shall be returned to the City, without interest, and this Agreement shall be of no further force and effect, unless Parties mutually agree in writing to extend the date of this provision.

3.2 Rehabilitation, Construction, and Preservation of Property: Following the closing, Developer promptly shall pursue all required approvals and permits, and subsequently begin and thereafter diligently prosecute to completion the construction of the Project. For each calendar day after 24 months in which the construction of the Property is not complete (as shown

by a final certificate of occupancy), the Developer will be assessed a cash penalty paid to the City in an amount equivalent to days beyond the 24 months based on a daily pro rata of repayment of the City Contribution. For purposes of this provision, "construction" shall mean the start of construction of the development, not including permit and entitlement applications.

3.2.1 All uses conducted on the Property, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable laws. Developer shall comply with any and all City terms and conditions of development, including but not limited to permits, entitlements, local building codes and historic preservation.

The Developer has been advised that under the Agreement, prevailing wages may be applicable to the rehabilitation and preservation of the Property.

3.2.2 Developer shall prepare and provide to City for its approval a plan for the historic preservation of the Property.

3.2.3 The Property shall be rehabilitated to contain two distinct internal spaces: two-thirds shall be provided for Restaurant/retail/commercial uses; one-third shall be available to the City for use as a historical museum and events space. Those distinct internal spaces are more particularly described graphically on Exhibit 2. All construction shall comply with applicable City ordinances and other requirements.

3.2.4 The Property shall have a shared roof and HVAC. The City portion of the Property may have separate utility connections depending on City's needs and as determined by City. City and Developer will determine other City Improvements as part of the terms of occupancy set out in Section 6.3.2 below.

4. OPERATOR OBLIGATIONS AND OPERATING COVENANTS

Upon issuance of a final certificate of occupancy, the Developer shall become the Operator. The Operator shall comply, or cause to comply with each of the following covenants and conditions.

4.1 Business License. The Operator shall obtain and maintain, at all times, an active City of Paramount business license.

4.2 Term and Occupancy of the Property. The Operator shall provide for City occupancy of the one-third portion of the Property as set out in Section 3.2.3 above and Article 6 below and shown on Exhibit 2. The Operator shall either operate or enter into one or more leases or similar agreement for the Property to provide for the operation of the Restaurant/Retail/Commercial Use.

4.3 Maintenance and Repair. The Operator shall, at Operator's sole cost and expense, and at all times during the term of this Agreement, keep in good condition, maintenance and repair, and shall promptly replace when and as necessary, the Property and every part thereof, including without limitation, the store front doors, entrances, exterior tables, chairs and equipment owned by the Operator. The Operator shall ensure cleanliness of the areas immediately surrounding the Property, including picking up trash and debris left by the Operator's employees and customers,

and washing exterior surfaces that are stained during the course of operation.

4.4 Hiring Preferences. To the extent permitted by law, the Operator shall endeavor, and in good faith efforts, hire employees who are residents of the City.

4.5 Marketing and Advertising. The Operator shall provide space for City to market and advertise community and cultural events approved by the City and its partners.

4.6 Use Covenant. Developer, as the Operator, shall operate and maintain its designated portion of the building for Restaurant/retail/commercial use subject to the provisions of this Agreement. Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that upon the acquisition of the Property and during the development of the Project and thereafter, Developer shall devote the Property solely to the uses specified in, and otherwise comply with the terms and conditions of this Agreement.

4.6.1 This Agreement shall run with the land and shall be recorded against the Property. This Agreement may be subordinated only to construction financing.

4.7 City Occupancy. Developer shall provide the City with occupancy of one-third of the building for 20 years conditioned upon City using such portion as a historical museum and event space or such other use reasonably determined by the City which is consistent with Developer's operations.

4.8 Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*, the Federal Equal Pay Act of 1963, 29

U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, *et seq.*, 42 U.S.C. § 1981, the California Fair Employment and Housing Act, Government Code § 12900, *et seq.*, the California Equal Pay Law, Labor Code § 1197.5, Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all other applicable anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended.

5. **LIMITATION UPON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER**

The identity and qualification of Developer as an experienced and successful developer are of particular concern to the City. It is because of this identity and these qualifications that City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement by assignment,

operation of law or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, distribution, assignment or lease of the whole or any part of the Property or any material change in the management or control of Developer (including, without limitation, a change in the identity of the Developer, or a change in the management or control of Developer) except as expressly set forth herein. Notwithstanding, the Developer may enter into an encumbrance to secure financing (including, without limitation, the grant of a deed of trust to secure funds necessary for construction or permanent financing of the Project). A conveyance of the Site to any entity which is owned or controlled by Developer, or any entity owned and controlled by any one of Developers or their respective members, partners, managers general partners or principals (each a "Developer Affiliate") shall be an approved transfer or conveyance. As used here, "Developer Affiliate" means an entity with 70% of the same ownership as the Operator.

5.1 Option to Purchase

5.1.1 If Operator determines to sell all or any portion of the Saw Property, before Operator solicits or considers any offers from any third party to purchase the Property, Operator shall notify City in writing of the availability of the Property for purchase and its proposed price and terms. Within the next 45 day period, City may notify Operator that it wishes to purchase the Property and the price and terms of such purchase. If the Parties reach agreement within the next 30-day period on such purchase price and terms for the sale, they will enter into the appropriate agreement and this agreement shall be of no force or effect as of the date of transfer of ownership to the City. If the Parties do not reach such an agreement, then the Property may be sold and the terms and conditions in this Agreement shall continue to bind the purchaser.

5.1.2 Repayment to City: In the event the City purchases the Property pursuant to this Section 5.2 Operator shall repay to City that portion of the City Contribution still outstanding, which amount may be credited to any amounts still due from City to the Operator or Developers repayment for the City's Contribution.

5.2 Approval of Buyer

5.2.1 If City does not purchase the Property pursuant to Section 5.1.1 above, Operator shall notify City of the identity of the proposed buyer and provide sufficient financial information regarding the buyer for City to determine that the buyer can continue to perform under this Agreement in the same manner and at the same level as Developer. City shall have up to 30 calendar days upon receipt of such information to approve the buyer. Such approval shall not be unreasonably withheld.

6. OBLIGATIONS AND RIGHTS OF THE CITY

6.1 Upon execution of this Agreement, City shall contribute \$2,063,000 to Developer to assist with the Project (the "City Contribution"). Such payment shall be made as agreed between the Parties.

6.2 The provisions of Sections 3.1 through Section 3.3 shall apply.

6.3 City Occupation of Premises

City shall have the total and complete access to and the right to occupy its designated portion of the Property for up to 20 consecutive years from the date of final occupancy, as that may be extended pursuant to the terms and condition of this Agreement. City shall have full control of and responsibility for such portion of the Property, subject to the use requirements and restrictions agreed to by the parties. The parties shall agree to an amortization schedule for the City Contribution. In the event of a Developer's uncured default under this Agreement, the unamortized portion of the City Contribution shall be repaid to the City without interest as liquidated damages.

6.3.1 City at its cost shall provide all tenant improvements for its use of the property as a City Historical Museum and event center. The City Contribution will be allocated to City's tenant improvements.

6.3.2 City and Developer shall develop and abide by written terms and conditions of occupancy. City shall pay for all utility connections directly related to that area designated for use as a historical museum and events space. City will not pay for property taxes, insurance, or common area maintenance (CAM), collectively known as Triple Net (NNN).

6.3.3 City shall maintain adjacent City properties, including the City-owned parking, and hospital parking and easements (currently Kindred Hospital) and Hay Tree parcels and allow the use of the City-owned parking for the Project.

6.3.4 As provided below, City shall maintain self-insurance for commercial general liability coverage and upon request shall provide Developer with a memorandum of coverage.

6.4 **City Access to the Saw Property:** At its sole risk and expense, and without notice to the Operator, the City may enter other portions of the Property or any part thereof at reasonable times and with as little interference as possible, for the purpose of assessing the Developer's compliance with this Agreement. The representatives of City entering the Property may be identified in writing in advance by the City Manager.

6.5 Access to City-owned Parking: City shall provide the following shared parking to serve the Saw Property:

6.5.1 City will use its best efforts to modify the small open space adjacent to City Hall parking (as shown on Exhibit 2) to provide additional parking which may be utilized for the Saw Property during its operating hours (the "additional City Hall Parking").

6.5.2 Developer will contribute an amount not to exceed \$400,000 or 33.333%, whichever amount is less, of the total cost of construction for the additional City Hall parking (as determined by the City), which payment terms will be negotiated at a later time under a separate reimbursement agreement.

7. **INDEMNIFICATION AND INSURANCE**

7.1 **By Developer:** Developer shall indemnify, defend and hold harmless City (with counsel acceptable to City), its officers, agents and employees, from and against any and all liabilities, claims or demands arising from Developer's purchase of the Property, construction on the Property, operation or failure to operate the Food Court, or performance or failure to perform hereunder.

7.2 **By City.** City shall indemnify, defend and hold harmless Developer, its officers, agents and employees, from and against any and all liabilities, claims or demands arising from the City's occupancy and use of the Property as set out under this Agreement.

7.3 Developer and City each shall provide its own commercial general liability coverage (or the equivalent provided by City's Joint Powers Insurance Authority) in amounts agreed upon by the Parties. Each party shall be an additional insured as to the other.

8. DEFAULTS, REMEDIES AND TERMINATION

8.1 Failure by either party to perform or cause to perform any condition or obligation of this Agreement under constitutes a default under this Agreement. The defaulting party must immediately commence to cure, correct or remedy such failure and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

8.2 **Legal Actions.** In the event any default by the Developer/Operator under this Agreement is not cured within sixty (60) days after written notice by the City, the Developer/Operator shall repay to City any and all amounts still due to City as repayment for the City Contribution, along with the maximum interest rate allowed by law.

8.3 **Institution of Legal Actions.** In addition to any other rights or remedies, the City may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

8.4 Any legal action related to or arising out of this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, or, if federal jurisdiction exists, in the Federal District Court in the Central District of California.

8.5 **Termination by Developer.** In the event that a after reasonable diligence, the Developer fails to acquire the Property or commence or complete construction, or the Developer otherwise defaults, the remedies set out in Sections 3.1.2, 3.2 and 6.3 shall apply.

8.6 **Limitation on Liability.** Notwithstanding the foregoing, neither Developer nor City shall in any event be entitled to, and each hereby waives and releases, any right to seek loss of profits or any special, incidental or consequential damages of any kind or nature from the other Party arising out of or in connection with this Agreement or the termination hereof, and in connection with such waiver each Party is familiar with and hereby waives the provision of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

8.8.2 Applicable Law. The laws of the State of California shall govern the enforcement of this Agreement.

8.8.3 Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City service of process on the City shall be made by personal service upon the City Manager, or in such other manner as may be provided by law.

In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon the President or Executive Director of Developer or in such other manner as may be provided by law, whether made within or without the State of California.

8.9 Rights and Remedies are Cumulative. To the extent permitted by law and except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or any other Event of Default by the other party.

8.10 Inaction Not a Waiver of Default. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.11 Attorneys' Fees. In any action between the Parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees and costs.

As used herein, the terms “attorneys' fees” or “attorneys' fees and costs” means the reasonable fees and expenses of counsel to the parties hereto (including, without limitation, in-house or other counsel employed by City or Developer) which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and others not admitted to the bar but performing services under the supervision of an attorney. The terms “attorneys' fees” or “attorneys' fees and costs” shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or

not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

9. GENERAL PROVISIONS

9.1 Notices, Demands and Communications Between the Parties. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing (“Notice”) and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

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

To Developer: Steve Boss
 Paramount City Investors, LLC
 1201 N Magnolia Ave
 Anaheim, CA. 92801

Any Notice shall be deemed received upon receipt if delivered by hand or messenger, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail, return receipt requested.

9.2 Conflicts of Interest. No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

9.3 Warranty Against Payment of Consideration for Agreement. Developer warrants that it has not paid or given and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as project managers, architects, engineers, attorneys, and public relations consultants.

9.4 Nonliability of Developer and City Officials and Employees. No member, partner, director, official, employee, representative or agent of the Developer shall be personally liable to City, or any successor in interest thereof, in the event of any default or breach by Developer under the terms of this Agreement.

No member, official, employee, representative or agent of City shall be personally liable to Developer, or any successor in interest thereof, in the event of any default or breach by City under the terms of this Agreement.

9.5 Approvals by City and Developer. Approvals required of the parties shall be given within the time set forth in this Agreement, the Schedule of Performance or, if no time is given, within a reasonable time. Wherever this Agreement requires the City or Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, unless expressly provided to the contrary.

9.6 Force Majeure; Extension of Times of Performance. Failure by either Party to perform shall not be deemed a default hereunder and times for performance shall be extended as provided herein where delays are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts of failure to act of any public or governmental agency or entity or similar causes beyond the control and without the fault of the Party claiming an extension of time to perform (collectively, a "*Force Majeure*" delay); provided, however, that the Party claiming the existence of a Force Majeure delay and an extension of its obligation to perform shall notify the other Party in writing of the nature of the matter causing the delay within thirty five (35) Business Days of the occurrence thereof (including a description of the Force Majeure event causing such conditions and Developer's efforts to complete the development of the Project in spite of such conditions).

Provided that written Notice is given by the Party seeking an extension of time pursuant to this provision, the extension of time to perform shall commence to run from the time of the commencement of the cause and shall continue only for the period of the Force Majeure delay; provided, however, in no event shall performance be excused pursuant to this Section for any Force Majeure delay for a cumulative period of more than six (6) months. If said Force Majeure delay extends for more than six (6) months, either Party may terminate this Agreement upon fifteen (15) days written notice to the other Party.

Notwithstanding the foregoing, provided that written Notice of the Force Majeure event was given in a timely manner, Developer shall be entitled to an extension of its obligation to complete development of the Project on the Property for up to three (3) additional months (for a total of up to nine (9) consecutive months, but provided that any extension shall only be for the period of the Force Majeure delay if the period of such delay is less than three (3) months) if Developer demonstrates that as a result of a Force Majeure event, conditions are such that no commercially reasonable person or entity exercising timely and consistent commercially reasonable best efforts could obtain financing or complete construction of the Project. Developer shall notify City in writing of its exercise of such additional three (3) month period (including a description of the Force Majeure event causing such conditions and Developer's efforts to complete the development of the Project in spite of such conditions) not later than thirty (30) days prior to the expiration of the six (6) month period specified above.

Times of performance under this Agreement may also be extended in writing by mutual agreement of City and Developer.

9.7 Applicable Law; Interpretation. The laws of the State of California shall govern the interpretation of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting.

9.8 Administration. This Agreement shall be administered by the City Manager. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken by the City, the City Manager is authorized to act unless specifically provided otherwise or the context should require otherwise. The City Manager shall have the authority to issue

interpretations, waive provisions and enter into amendments of this Agreement. Notwithstanding the foregoing, the City Manager may in his or her sole and absolute discretion refer any matter to the board, for action, direction or approval.

9.9 Mutual Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement.

9.10 Ground Breaking and Grand Openings. City and Developer shall cooperate in the organization of any Project-related ground breaking, grand openings or any other such inaugural events/ceremonies celebrating the development which is the subject of this Agreement.

9.11 Independent Contractor. The parties agree that the Developer, in the performance of this Agreement shall act as and be an independent contractor and shall not act in the capacity of an agent, employee or partner of the City.

9.12 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, and its successors and assigns, and Developer, and its permitted successors and assigns, and no other person or persons shall have any right of action hereon, or any right to be considered a third party Beneficiary.

10. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement with exhibits constitutes the entire understanding and agreement of the Parties. Duplicate originals of this Agreement may be executed, each of which shall be deemed to be an original. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

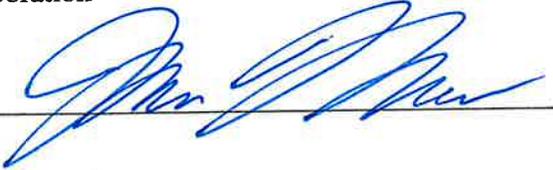
Except as otherwise provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City or Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer.

IN WITNESS WHEREOF, City and Developer have signed this Disposition and Development Agreement with Operating Covenants as of the date set forth above.

[SIGNATURES ON NEXT PAGE]

“City”

CITY OF PARAMOUNT, a California municipal corporation

By: 

Its: city manager

APPROVED AS TO FORM:

CITY ATTORNEY

By: 

“Developer”

Paramount City Investors, LLC

By: 

Its: manager

SEE ATTACHED
NOTARY CERTIFICATE

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }
On July 11, 2023 before me, Valerie Zaragoza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John Anthony Moreno
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Valerie Zaragoza
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Disposition & Development Agreement w/ Operating Covenants

Document Date: July 11, 2023 Number of Pages: 17

Signer(s) Other Than Named Above: Steve Bess (Developer), John Cavanaugh (City Attorney)

Capacity(ies) Claimed by Signer(s)

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Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: City Manager

Signer is Representing: City of Paramount

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles } s.s

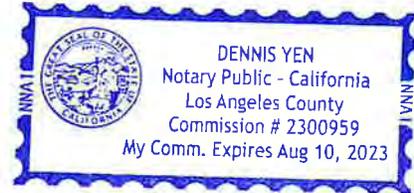
On June 28, 2023 before me, DENNIS YEN, NOTARY PUBLIC,
personally appeared Steve Boss

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dennis Yen
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Disposition and Development Agreement with Operating Covenants

Containing _____ pages, and dated 06/19/2023

Exhibit 1 Legal Description

Real Property in the City of Paramount, County of LOS ANGELES, State of California,
described as follows:

PROPERTY ADDRESS: 16493 Paramount Blvd
Paramount, CA 90723

ASSESSOR'S PARCEL NUMBER: 7102-027-021

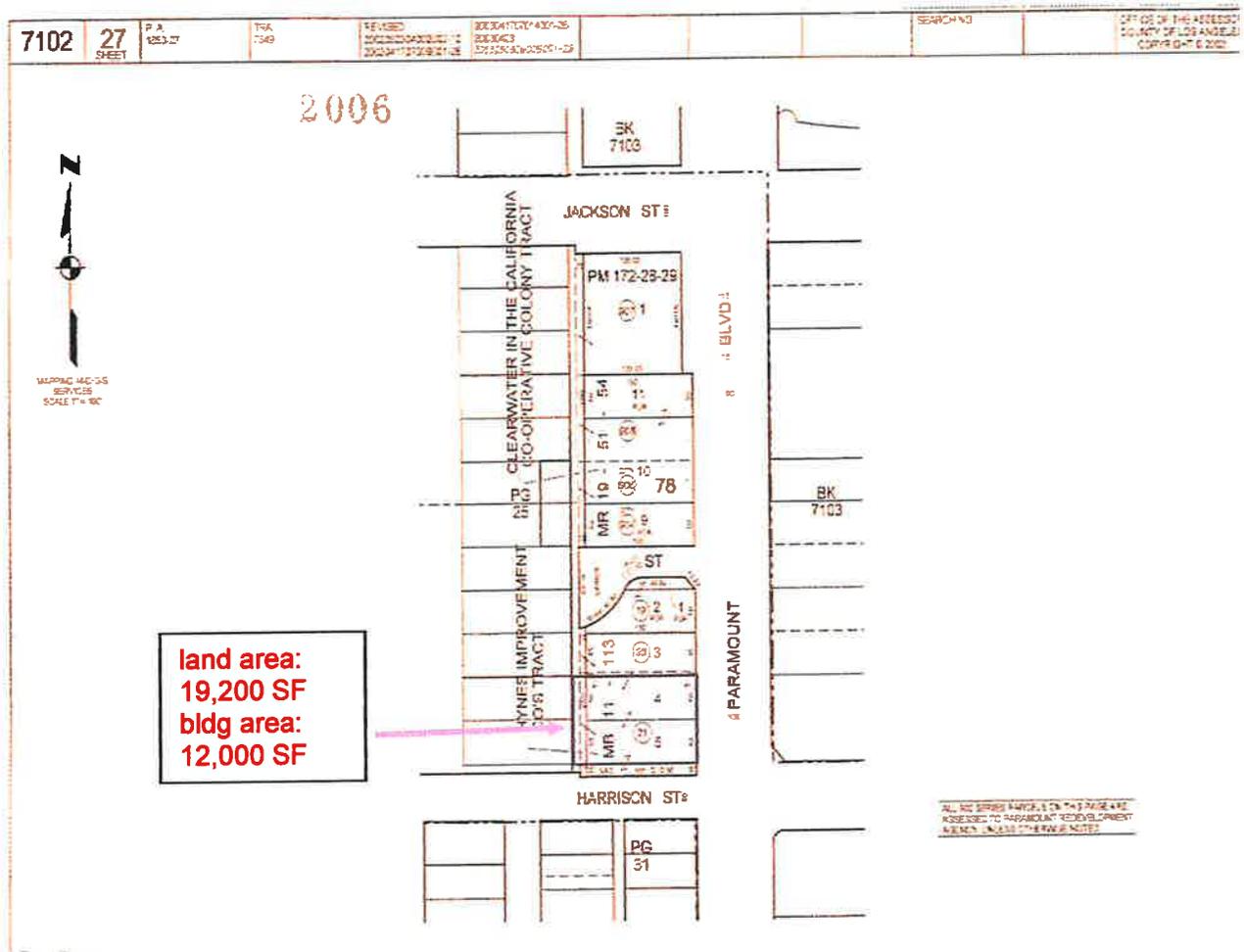
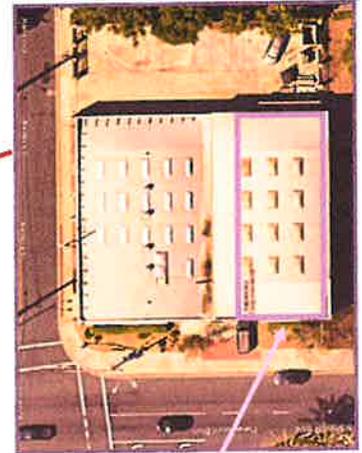


EXHIBIT 2



Approx. location of
City Museum and
Event Space



ATTACHMENT C
CEQA ANALYSIS

PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT

CEQA Categorical Exemption Report

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1.0 INTRODUCTION

1.1 CEQA Compliance

Public Resources Code Section 21000 et seq. constitutes the California Environmental Quality Act (CEQA). California Code of Regulations Title 14. Natural Resources Division 6. Resources Agency Chapter 3: Guidelines for Implementation of the California Environmental Quality Act (State CEQA Guidelines) establish the regulations to be followed by all state and local agencies in California in the implementation of CEQA. The State CEQA Guidelines reflect the requirements set forth in the Public Resources Code, as well as court decisions interpreting the statute.

As Lead Agency, the City of Paramount has determined the Paramount Civic Center Improvement Project (defined below, hereafter the “Project”) is subject to CEQA.

State CEQA Guidelines Section 15061, Review for Exemption, states that once a lead agency has determined that an activity is a project subject to CEQA, a lead agency shall determine whether the project is exempt from CEQA. State CEQA Guidelines Section 15061(b) states:

A project is exempt from CEQA if:

- (1) The project is exempt by statute (see, e.g. Article 18, commencing with Section 15260).
- (2) The project is exempt pursuant to a categorical exemption (see Article 19, commencing with Section 15300) and the application of that categorical exemption is not barred by one of the exceptions set forth in Section 15300.2.
- (3) The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- (4) The project will be rejected or disapproved by a public agency. (See Section 15270(b)).
- (5) The project is exempt pursuant to the provisions of Article 12.5 of this Chapter.

CEQA review here consisted of the following process: review of the Project relative to State CEQA Guidelines Section 15061 in order to determine the appropriate type of CEQA documentation for the Project. In reviewing the Project relative to State CEQA Guidelines Section 15061(b), it was determined the Project would not meet the conditions of (1), (3), (4), and (5), above, to qualify as exempt from CEQA.

Based upon the discussion below and pursuant to State CEQA Guidelines Section 15061(b)(2), City staff has determined that several categorical exemptions are appropriate for this Project for the reasons described below.

2.0 PROJECT DESCRIPTION

2.1 Project Location

The 4.4-acre Paramount Civic Center Improvement Project (Project) is located in the City of Paramount within the County of Los Angeles; refer to [Figure 1, *Regional Vicinity*](#) and [Figure 2, *Project Location*](#). The Project site (or “site”) consists of primary areas (APNs 7102-027-021, -020, -019, -908, -907, -906, -904, and -902; and an eastern portion of APN 7102-025-038) located along the western side of Paramount Boulevard in the southern portion of the City; north of Harrison Street; east, west, and south of the Paramount City Hall building (16400 Colorado Avenue), and south and west of the Clearwater Building (16401 Paramount Boulevard); refer to [Figure 3, *Proposed Project Parcels/Conceptual Site Plan*](#).

Regional access to the site is provided via State Route (SR) 91 to the south. Local access to the site is provided by Paramount Boulevard.

2.2 Existing Setting

On-Site Land Uses

The Project site is currently developed with (from south to north) a building previously occupied by the Paramount Saw Corporation and associated gated surface parking lot; a portion of undeveloped land owned by Paramount General Hospital Corporation that includes a State-designated historic camphor tree (Hay Tree) maintained by the City pursuant to the Master Agreement between the City and Paramount General Hospital Corporation for Grant of Easement, Maintenance and Use (the “Master Agreement”) attached to the staff report as Attachment A and incorporated herein, a City-owned passive garden/open space area consisting primarily of pedestrian walkways, landscaping, and a sculpture; a Plaza Area consisting primarily of pedestrian walkways and seating, landscaping, sculpture, and fountains on land owned by Paramount General Hospital Corporation pursuant to the Master Agreement; and City parking.

General Plan and Zoning

According to the Paramount General Plan Land Use Element (Exhibits 2-1 and 2-2), the Project site is designated Central Business District. The Central Business District Planning Area encompasses the main commercial districts in the City and includes the southeastern section of the City along Paramount Boulevard and Alondra Boulevard. The Central Business District Area Plan’s specific pattern of uses is intended to guide major development in the town center, civic center, and lumber yard areas; guide re-use in the Paramount Boulevard/Somerset Boulevard and Alondra Boulevard (east of Downey Avenue) areas; and guide rehabilitation and smaller scale redevelopment, as appropriate, throughout the remainder of the district.

The City of Paramount Zoning Map identifies the zoning for the Project site as General Commercial (C-3). The uses allowed by right in the C-3 zoning district are on-premises retail enterprises that involve only incidental and limited treatment, fabrication or assembly of commodities, or comprise types of enterprises involving the rendering of service both professional or to the person; the uses specifically permit facilities for recreation and entertainment (See Paramount Municipal Code, Title 17, Zoning, Chapter 17.24 C-3, General Commercial Classification..

Surrounding Uses

Uses surrounding the Project site include:

- **North:** Directly north of the Project site is an office building (the Clearwater Building), followed by Jackson Street. The Clearwater Building is designated Central Business District and zoned C-3. North of Jackson Street is the Town Center West shopping center, which is also designated Central Business District and zoned PD-PS (Planned Development with Performance Standards), allowing for retail-commercial-office uses.
- **East:** Directly east of the Project site is Paramount Boulevard, followed by commercial uses. The commercial uses are designated Central Business District and zoned C-3.
- **South:** Directly south of the Project site is Harrison Street, followed by commercial and residential uses. The commercial uses are designated Central Business District and zoned C-3. The residential uses are zoned R-2 (Medium Density Residential). A residential neighborhood is generally to the southwest.
- **West:** West of the southern portion of the Project site is surface parking and pedestrian path and landscaping owned by Paramount General Hospital Corporation, public right-of-way, and other improvements associated with the Paramount Civic Center. Kindred Hospital Paramount, owned by Paramount General Hospital Corporation, is located further west of the surface parking area. The Paramount City Hall building is also located west of the northern portion of the Project site. The western area is designated Central Business District and zoned C-3.

2.3 Project Characteristics

The proposed Project consists of the following components; refer to [Figure 3](#):

Modifications to the Existing Paramount Saw Building. The City has entered into a Development and Disposition Agreement (dated June 19, 2023 with Paramount Investors, LLC (attached to the Staff Report as Attachment B) to provide for preservation and re-use of the existing building previously occupied by the Paramount Saw Corporation (herein referred to as the “Saw Building”), located at 16493 Paramount Boulevard. Under the provisions of the agreement, upon its renovation, the City would rent and occupy approximately one-third of the building for 1) a City Historical Museum (approximately 1,093 square feet) and 2) community event areas with kitchenette (approximately 2,665 square feet) and private restroom; refer to [Figure 4](#), [Saw Building Preliminary Floor Plan](#); and would provide additional parking to serve the proposed use. The Saw Building is located on Parcel 7102-027-021.

Separately, on the two adjacent parcels described below, the City proposes an outdoor community space located on the Hay Tree Parcels. For CEQA purposes, the Project includes but may proceed without the acquisition of the Hay Tree Parcels.

The Developer has filed applications to construct interior improvements (attached to the Staff Report as Attachment D) to utilize the remaining approximately two-thirds of the building to operate and maintain restaurant/retail/commercial uses open to the public. All existing

improvements would be removed from the interior of the building. The proposed spaces would include approximately 3,866 square feet of tenant space and approximately 2,165 square feet of indoor seating area, with proposed seating for 169 people. Shared restroom space would also be provided; refer to [Figure 4](#).

In addition to the public and private interior improvements and to facilitate the proposed uses, the developer proposes to add 655 square feet of outdoor seating and patio areas adjacent to the front of the building along Paramount Boulevard; refer to [Figure 4](#). A four-foot-high concrete block stucco wall with a four-foot-high metal and plexiglass enclosure would surround the outdoor seating and patio area. A hedge would also be provided around the perimeter of the space. Within the Saw Building's existing gated area along the western elevation, a loading area and trash enclosure would be provided; refer to [Figure 4](#).

Based upon the proposed seating (169 seats), this portion of the Project would require 57 parking spaces, i.e. one parking space for every three seats pursuant to Paramount Municipal Code Title 17, Zoning, Chapter 17.24, C-3, General Commercial Classification, Section 17.24.080, Site Standards. In order to provide parking, the developer will rely upon public parking located within the Civic Center area to the north of the Saw Building. At present, there are 104 City-controlled public parking spaces in the public parking areas north of the Saw Building parcel; refer to [Figure 3](#). As described below and illustrated in [Figure 6](#), the City proposes to construct a new public parking lot and provide improvements to existing parking areas, resulting in a total of 146 City-controlled parking spaces. The gated area associated with the Saw Building is not available for patron parking.

Rehabilitation of the structure would involve interior modifications, with minor exterior modifications primarily limited to façade improvements, landscaping, and the provision of outdoor seating and patio areas; refer to [Figure 5](#), *Saw Building Exterior Elevations*. As shown in [Figure 5](#), exterior improvements include new windows in existing openings along all elevations and new openings with storefront window systems along west elevation. New openings with storefront window systems are contemplated for the north elevation provided the City acquires the adjacent Hay Tree parcels. The existing brick would remain, and new brick infills would be placed in existing openings along the south elevation. Existing stucco walls would be painted. A new exterior infill stucco wall and metal loading doors would be installed along the west elevation and the existing electrical closet would remain, and the doors repaired. Existing wood doors on the east and south elevations would be stained and secured in place. New reclaimed wood planters would be installed along the perimeter of the outdoor community space. A new wood and glass patio planter would be installed along the perimeter of the proposed outdoor seating area with a patio gate on the south elevation. A new mounted sign and a painted sign (mural) would be located along the east elevation. The existing metal fence and brick and the existing roof would remain; refer to [Figure 5](#).

Public Parking Lot. As part of the Project, the City is proposing that the existing passive recreation area, sculpture, and associated surface improvements on City property shown on [Figure 6](#), *Proposed Parking Lot*, would be removed, and a new City public parking lot would be constructed. New landscape planters with ornamental landscaping and pole lighting would be provided within

the parking lot. New pedestrian walkways would connect to existing walkways in the site vicinity; refer to [Figure 6](#). As part of the improvements, a new sidewalk, curb and gutter, storm drain, and new landscape and irrigation would be installed by the City on City right of way adjacent to Paramount Boulevard. New storm drainage and other utilities infrastructure would connect to existing infrastructure in the site vicinity.

Improvements to the existing parking spaces adjacent to the south of City Hall would also occur to provide for three additional accessible parking spaces and associated access improvements. An existing trash enclosure would be demolished and replaced at a new location adjacent to Jackson Street. Four existing spaces adjacent to the Clearwater Building would be converted to EV Charging Only spaces for public use. Upon completion, 146 City-controlled parking spaces will be provided; refer to [Figure 6](#). The parking spaces would continue to provide free parking for visitors and patrons of uses within the area.

Plaza Area Improvements. As part of the Project, the City proposes to provide upgrades to the existing public plaza area that extends from Paramount Boulevard westerly into the Project site. Pursuant to the Master Agreement, the City has sole responsibility for all the activities and actions related to the “Plaza Area”, including but not limited to “the physical maintenance, repair, replacement, as necessary, insurance, public safety, lighting, security, and similar matters...” (See Attachment A of the staff report). The public plaza area would remain accessible and open to the public. Proposed upgrades include repair and replacement of fountains, a relocated sculpture (from the existing passive recreation area, described above), enhanced paving areas, site furnishings and built-in seating, landscape enhancements, irrigation system adjustments, new overhead string lighting, and the installation of a water softener system; refer to [Figure 7](#), *Proposed Plaza Conceptual Rendering*.

Hay Tree Parcels. As an additional part of the Project, although separate from the more immediate Saw Building component, the City is proposing to acquire the two privately-owned parcels adjacent to the Saw Building, which include the historic Hay Tree; refer to [Figure 3](#). The purpose of the acquisition of the parcels is to confirm, continue, and enhance the Hay Tree area and provide a supportive environment for the registered historic landmark¹. The Hay Tree would remain and continue to be protected. Minor improvements, described below, would occur within the adjacent larger open space to provide outdoor community event space and serve as an extension of activities associated with the City’s occupancy of a portion of the Saw Building while continuing to ensure protection of the Hay Tree; refer to [Figure 8](#), *Hay Tree Parcels Conceptual Landscape Plan*. Proposed improvements would include a dining platform with overhead structure and integrated lighting adjacent to the Saw Building, flexible lawn space, lighting, signage, a mural, and public art, as well as walkways and seating areas with picnic tables. The outdoor community space is intended to support community and cultural programming and

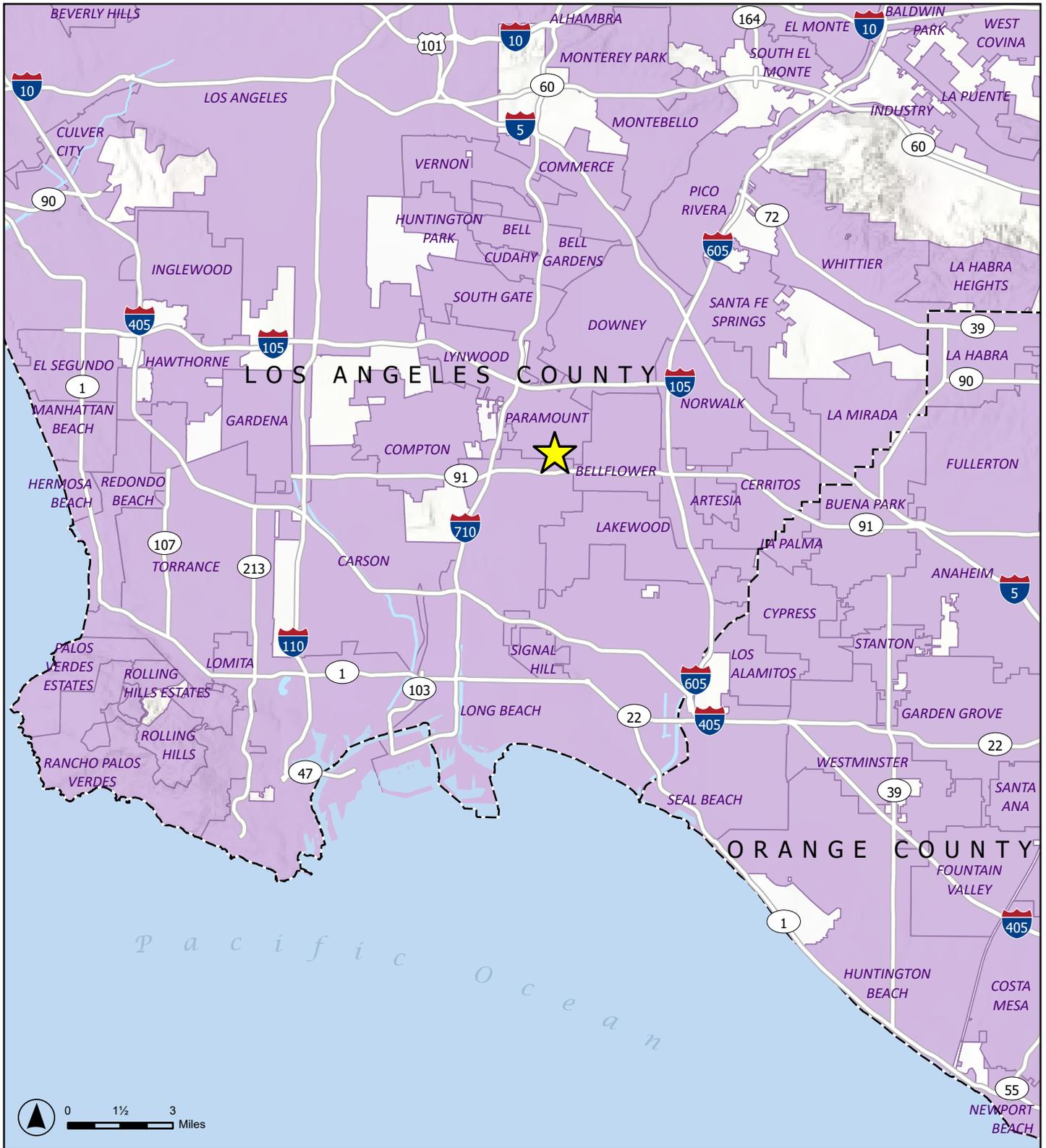
¹ California State Parks, *California Historical Landmarks*, https://ohp.parks.ca.gov/?page_id=21427, accessed September 27, 2024.

activities/events. These events would occur within the larger open space area; physical improvements would not occur directly adjacent to the Hay Tree.

Discretionary Approvals:

The Project is consistent with the General Plan land use designation and zoning for the site, as explained above. The Central Business District Area Plan is intended to provide for development within the civic center and guide re-use of the Paramount Boulevard area, including rehabilitation and smaller scale redevelopment, as appropriate. The C-3 zoning district allows retail enterprises and permits facilities for recreation and entertainment. As previously described, the Project proposes to reuse the Saw Building, located adjacent to Paramount Boulevard, including a City Historical Museum, community event areas, and restaurant/retail/commercial uses. These uses are consistent with the intent of the Central Business District Area Plan and permitted by the C-3 zone. The parking lot and plaza areas would continue to provide public parking, including for the Saw Building uses, and public open space areas for the community. Acquisition and use of the Hay Tree parcels would provide for additional protection of the Hay Tree and provide outdoor community event space, further supporting the intent of the Central Business District Area Plan by providing improvements within the civic center and re-use of the Paramount Boulevard areas. The Project requires the following discretionary approval(s):

- Conditional Use Permit – required for restaurant uses (indoor/outdoor customer seating) and service of alcoholic beverages (application for alcohol deferred until tenants are secured), approved by the Planning Commission subject to City Council review.
- Zone Variance – required for private seating in portion of the front setback adjacent to the Saw Building.
- Development Review – required for the exterior improvements, including façade remodel, creative signs, and exterior wall mural.

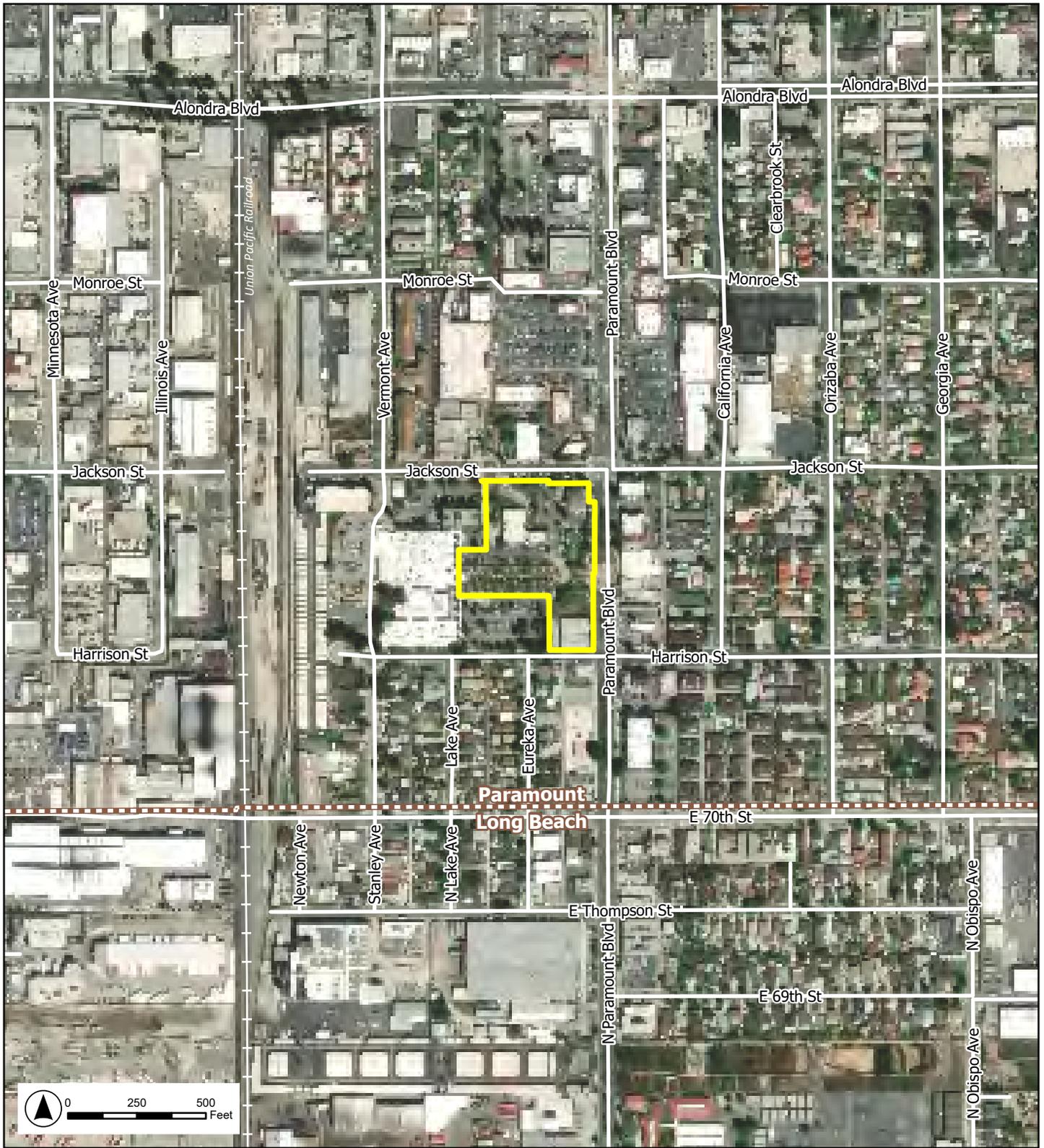


Legend

-  Project Location
-  Incorporated Area
-  County Area

**PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA**

Figure 1. Regional Vicinity



Legend

- Project Location
- Incorporated Area

**PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA**

Figure 2. Project Location



Legend

Project Boundary

PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA

Figure 3. Proposed Project Parcels/Conceptual Site Plan

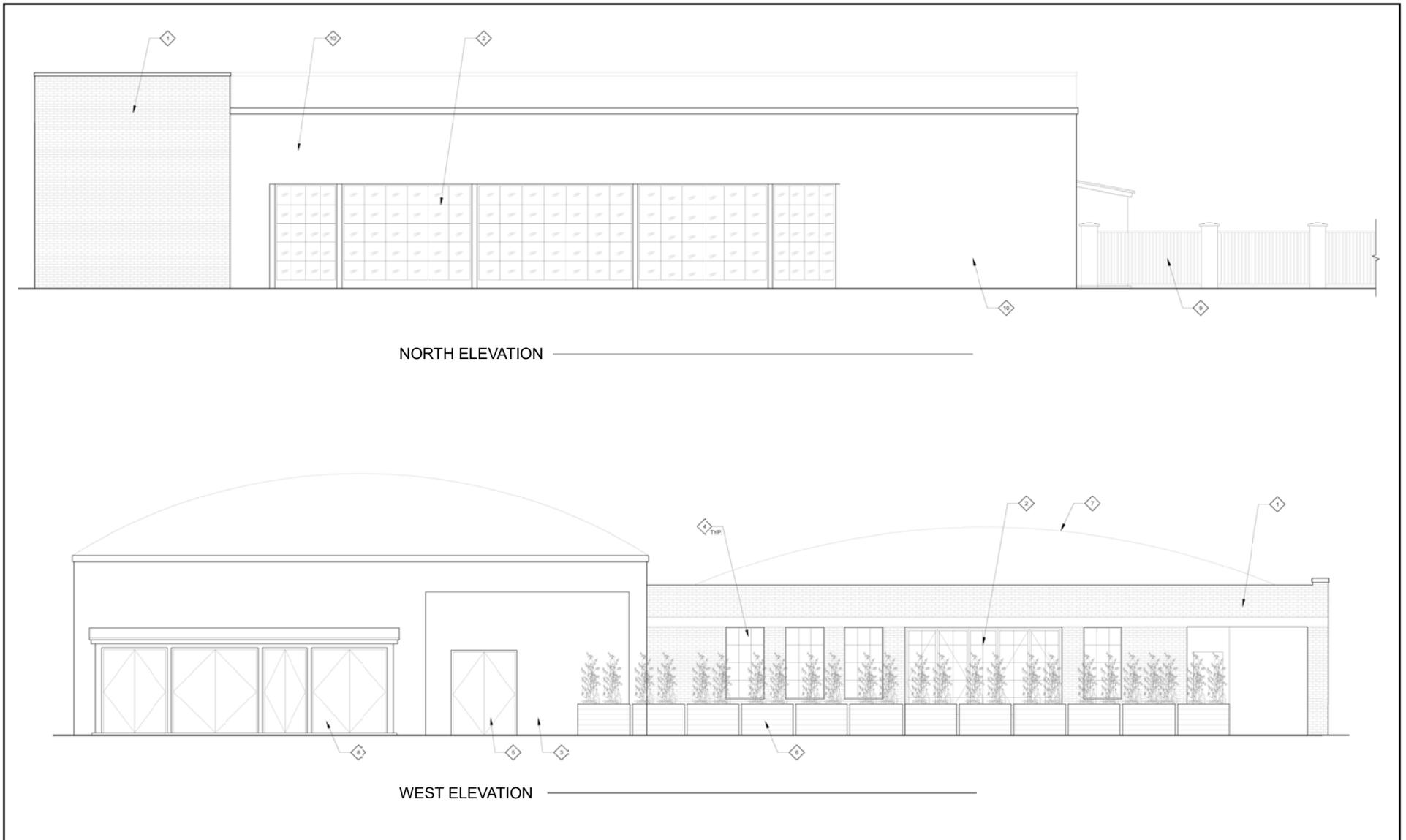


Legend

- Tenant Space
- Dining Area
- Community/Museum Area
- Landscape

**PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA**

Figure 4. Saw Building Floor Plan

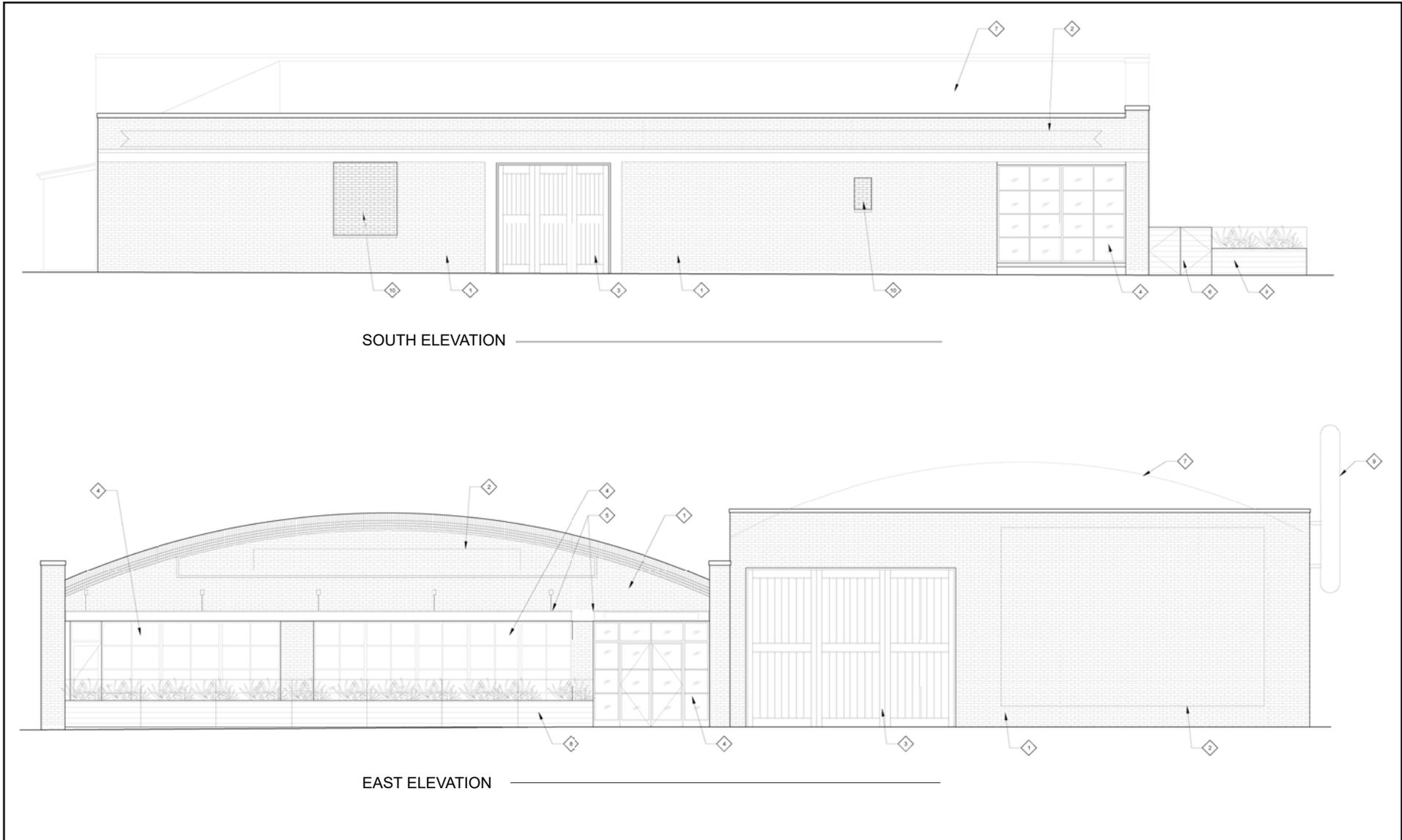


◆ Key Notes

- | | |
|--|--|
| 1 - Existing Brick to Remain | 6 - New Reclaimed Wood Planters at Patio Perimeter |
| 2 - New Storefront System in New Opening | 7 - Existing Roof Beyond |
| 3 - New Exterior Wall Infill w/Stucco Finish | 8 - Existing Electrical Closet to Remain, GC to Repair Doors as Required |
| 4 - New Windows in Existing Openings | 9 - Existing Brick and Metal Fence to Remain |
| 5 - New Hollow Metal Loading Doors, Black Finish | 10 - Existing Stucco Wall to be Painted |

**PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA**

**Figure 5a. Saw Building Exterior Elevations
North and West**



SOUTH ELEVATION

EAST ELEVATION

Key Notes

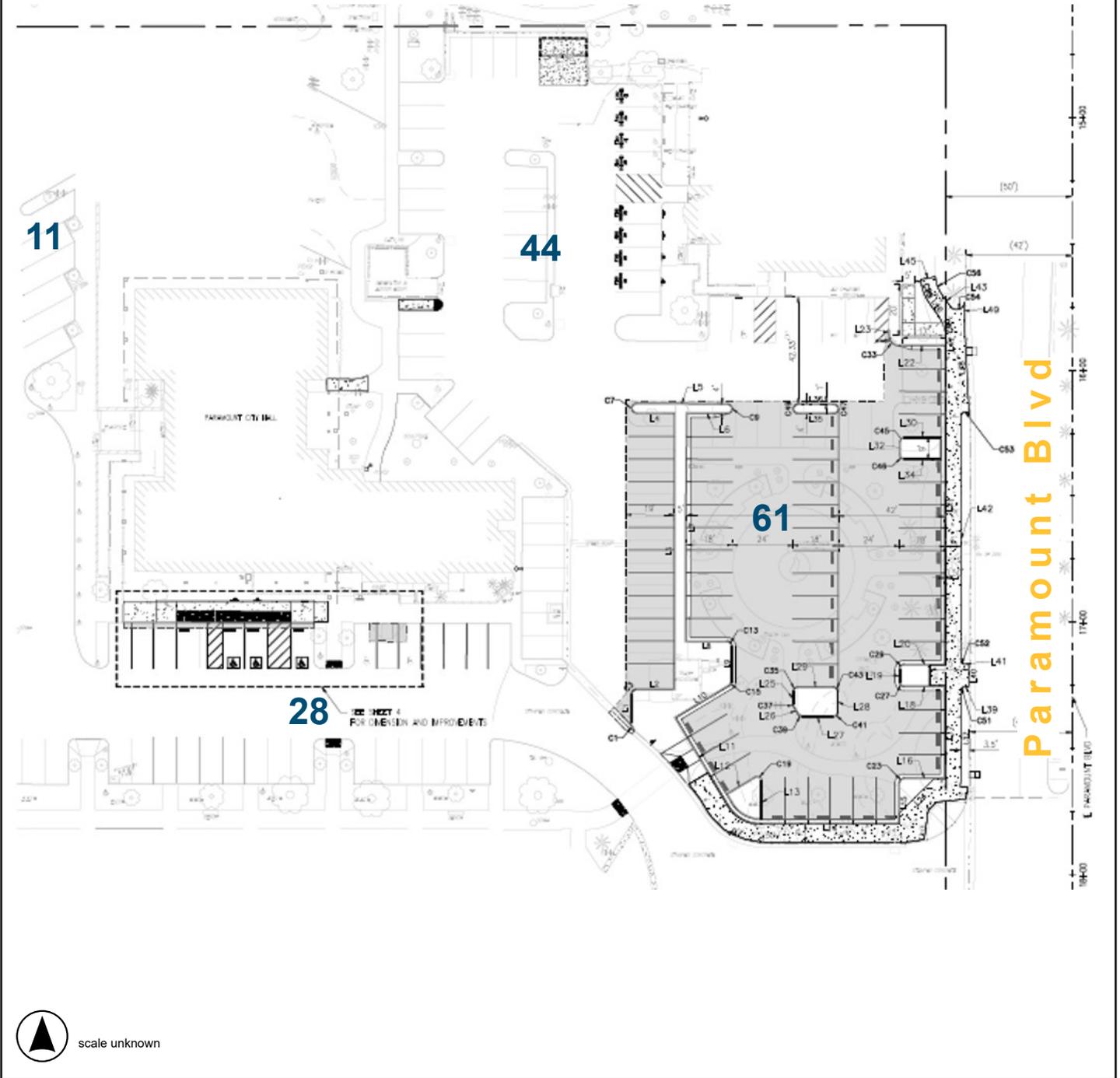
- 1 - Existing Brick to Remain
- 2 - New Painted Signage Shown Dashed
- 3 - Existing Wood Door to be Stained & Nailed in Place
- 4 - New Storefront System in Existing Opening
- 5 - New Metal Awning Above Existing Opening
- 6 - Patio Exit Gate as Required
- 7 - Existing Roof Beyond
- 8 - New Wood and Glass Patio Planter
- 9 - New Mounted Building Signage Shown Dashed
- 10 - New Brick Infill at Existing Opening

**PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA**

Figure 5b. Saw Building Exterior Elevations
South and East

Sources: Hamilton Architects, 4-5-2024. Map Date: October 9, 2024.

Jackson St



PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT PARAMOUNT, CALIFORNIA

Figure 6. Proposed Parking Lot

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PARAMOUNT CITY HALL



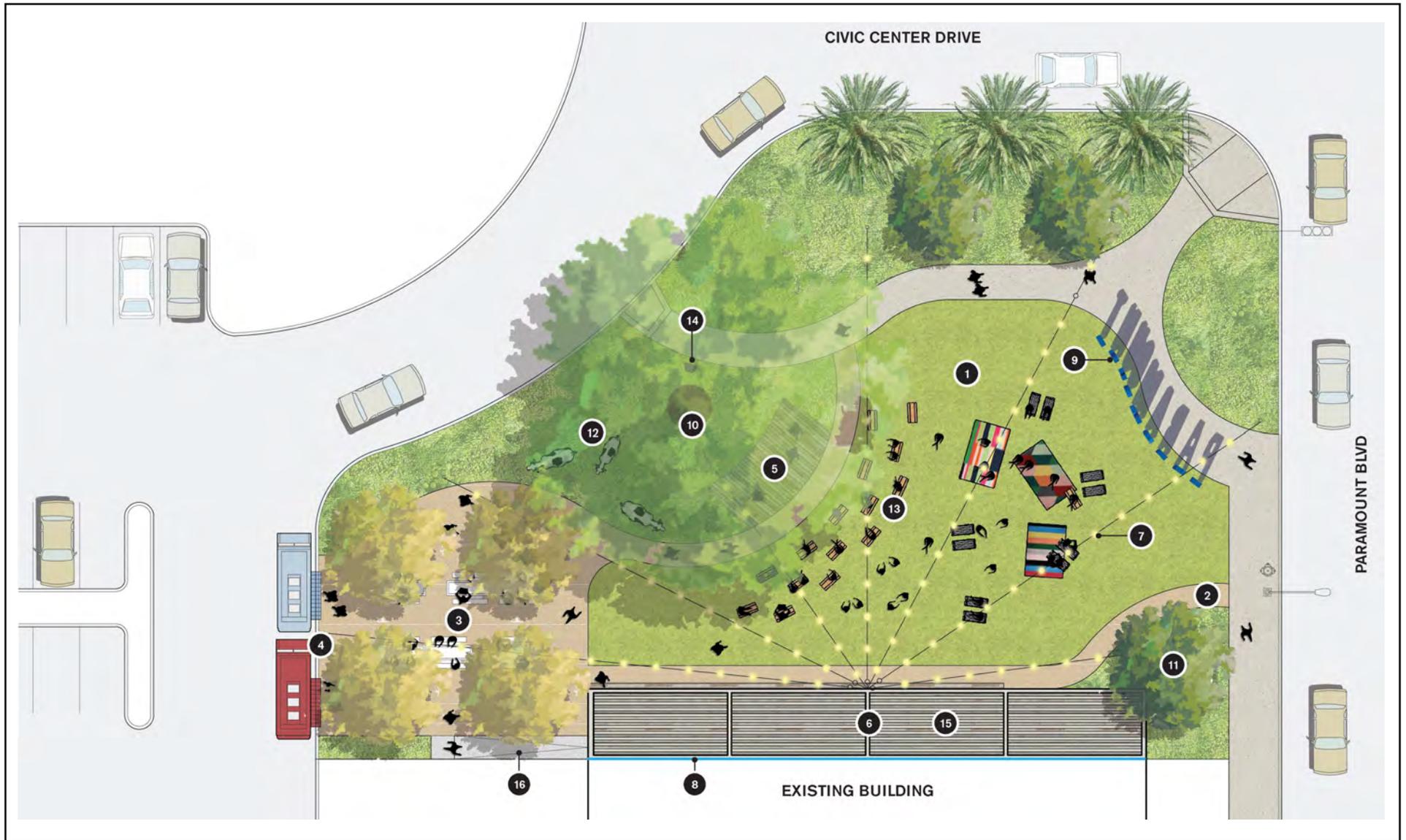
▲ scale unknown

Key Notes

- | | |
|--|-------------------------------------|
| 1 - Enhanced paving | 6 - Sculptures at plaza areas |
| 2 - Overhead string lights at palm trees | 7 - Adjacent parking |
| 3 - Communal seating and tables | 8 - Cantilever umbrellas at seating |
| 4 - Relocated sculpture | 9 - Bench seating along plaza edge |
| 5 - Misting poles | |

PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA

Figure 7. Civic Plaza Conceptual Plan



Key Notes

- | | |
|--|--|
| 1 - Flexible Lawn | 9 - Oversized Letters "Paramount" City Signage |
| 2 - Decomposed Granite Paving | 10 - Existing Hay Tree |
| 3 - Tree Grove with Picnic Tables | 11 - Existing Tree |
| 4 - Food Truck Curbside Parking for Special Events | 12 - 3-Dimensional Cow Sculpture Art |
| 5 - Temporary Stage | 13 - Hay Bales and Lawn Furniture |
| 6 - Overhead Structure with Integrated Lighting | 14 - Hay Tree Historic Marker Plaque |
| 7 - Overhead String Lights | 15 - Dining Platform |
| 8 - Colorful Mural on Building Facade | 16 - ADA Ramp |

**PARAMOUNT CIVIC CENTER IMPROVEMENT PROJECT
PARAMOUNT, CALIFORNIA**

Figure 8. Hay Tree Parcels Conceptual Landscape Plan

3.0 CATEGORICAL EXEMPTION CRITERIA ANALYSIS

State CEQA Guidelines Section 15300, Categorical Exemptions, states Section 21804 of the Public Resources Code requires these Guidelines to include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. As a result, several classes of projects have been identified and declared to be categorically exempt from the requirement for the preparation of environmental documents.

CEQA Guidelines Section 15301, Existing Facilities, states Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of “existing facilities” itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use.

Examples include, but are not limited to:

- a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;
- b) Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;
- c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);
- d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood;
- e) Additions to existing structures provided that the addition will not result in an increase of more than:
 - 1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or
 - 2) 10,000 square feet if:
 - A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and
 - B) The area in which the project is located is not environmentally sensitive.

- f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices;
- g) New copy on existing on and off-premise signs;
- h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of pesticides, as defined in Section 12753, Division 7, Chapter 2, Food and Agricultural Code);
- i) Maintenance of fish screens, fish ladders, wildlife habitat areas, artificial wildlife waterway devices, streamflows, springs and waterholes, and stream channels (clearing of debris) to protect fish and wildlife resources;
- j) Fish stocking by the California Department of Fish and Game;
- k) Division of existing multiple family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt;
- l) Demolition and removal of individual small structures listed in this subdivision:
 - 1) One single-family residence. In urbanized areas, up to three single-family residences may be demolished under this exemption.
 - 2) A duplex or similar multifamily residential structure. In urbanized areas, this exemption applies to duplexes and similar structures where not more than six dwelling units will be demolished.
 - 3) A store, motel, office, restaurant, or similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use.
 - 4) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.
- m) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.
- n) Conversion of a single family residence to office use.
- o) Installation, in an existing facility occupied by a medical waste generator, of a steam sterilization unit for the treatment of medical waste generated by that facility provided that the unit is installed and operated in accordance with the Medical Waste Management Act (Section 117600, et seq., of the Health and Safety Code) and accepts no offsite waste.
- p) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CEQA Guidelines Section 15305, Minor Alterations in Land Use Limitations, states Class 5 consists of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density, including but not limited to:

- (a) Minor lot line adjustments, side yard, and set back variances not resulting in the creation of any new parcel;
- (b) Issuance of minor encroachment permits;
- (c) Reversion to acreage in accordance with the Subdivision Map Act.

CEQA Guidelines Section 15311, Accessory Structures, states Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs;
- (b) Small parking lots;
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

Applicability of Exemptions

Class 1

The Project site is currently developed with a commercial building with gated surface parking lot, most recently operated as a saw manufacturing and sales business, a portion of undeveloped currently private land that includes a State-designated historic camphor tree (Hay Tree); and a City-owned passive garden/open space area consisting primarily of pedestrian walkways, landscaping, and a sculpture, a private Plaza Area used with consent of the property owner consisting primarily of pedestrian walkways and seating, landscaping, sculpture, and fountains, and parking associated with the larger Paramount Civic Center. Consistent with the Class 1 Categorical Exemption, the Project would involve minor alteration of existing public or private structures and facilities, involving negligible or no expansion of existing or former use.

The Project would not involve expansion of the former manufacturing use. The Project would involve modifications to the existing building to provide both private and public interior spaces. The interior improvements would provide a City Historic Museum and community event space and restaurant/retail/commercial uses, consistent with the General Plan land use designation and zoning for the site. Improvements to provide for the proposed use of the building would be contained within the interior of the structure and the structure would not be expanded. Minimal exterior improvements would occur for outdoor seating and patio areas. Although the proposed uses would involve a change in use when compared to the previous manufacturing business, the uses would not involve an expansion of the building or a change or expansion of use with the potential to have a significant effect on the environment.

The two private parcels that contain the Hay Tree are proposed for acquisition and use as a public gathering and event area for the community. The location of the parcels at the entrance of the Civic Center area with pedestrian paths, landscaping, and accessibility from Paramount Boulevard currently provide informal community access to the Hay Tree and the larger Civic Center area. The Project would involve minor modifications to the parcels to enhance the community gathering space and to enhance and provide for continued preservation of the Hay Tree. Additionally, this space would serve to replace the existing passive recreation area within the Civic Center that would be removed to provide for the reconfigured public parking lot. The proposed modifications to the Hay Tree parcels would provide for improved connection between the proposed City Historic Museum and community event space and the Civic Center area. The minor improvements would provide for a negligible expansion of the existing use and function of the parcels as a community open space area with access to the Hay Tree and would not have the potential to result in a significant effect on the environment.

Free parking to visitors and patrons of uses within the area is currently provided in the Civic Center. The Project proposes minor alterations to the existing parking and passive recreation area within the Civic Center to provide additional parking. The proposed parking lot improvements would not provide for an expansion of uses, as no new development is proposed, but would provide for additional parking supply to better serve existing uses. Additionally, the proposed improvements would provide additional accessible parking spaces and EV charging spaces to serve the needs of the community. The form and function of the existing public plaza area would remain unchanged. Proposed improvements primarily involve repair and replacement of existing facilities, including the fountains/art, landscaping, and seating for an overall improved experience.

The Project would be subject to citywide regulatory compliance measures. These include, but are not limited to, compliance with the City's Noise Ordinance, pollutant discharge, stormwater mitigations, and Best Management Practices for stormwater runoff. Construction activities would be limited to the Project area. Paramount Municipal Code Chapter 9.12, Noise, establishes noise performance standards within noise zones and prohibits specific types of noise. Section 9.12.060, Prohibited types of noise, exempts construction, repair, or remodeling equipment and devices and other related construction noise sources from Chapter 9.12 provided a permit for such construction, repair or remodeling has been obtained from the Building and Safety Division of the City Planning Department and the construction, repair or remodeling does not take place between the hours of 8:00 p.m. and 7:00 a.m. Project construction and improvement activities would be required to comply with the City's established noise requirements.

Class 5

The Project requests a minor alteration in the form of a variance from the C-3 (General Commercial) zone development standards. More specifically, the Project requests a variance to construct an outdoor patio area in a portion of the 10-foot front setback. The outdoor patio area would serve the Saw Building and would not be accessible outside of the operating hours in which the Saw Building is open. The variance would not result in the creation of any new parcel. The Project site has an average slope of less than 20% and as demonstrated above, the Project is consistent with the General Plan land use and zoning for the site and would not result in any changes in land use or density.

Class 11

As part of the Project, an existing passive recreation area, sculpture, and associated surface improvements on City property would be removed and a new City public parking lot would be constructed. The small new parking lot would combine with the existing parking lot, and proposed improvements as previously described, to serve existing commercial and office uses within the area, including Paramount City Hall. The newly constructed small parking lot would provide 42 additional surface parking spaces on City-owned property.

Thus, as demonstrated above, the Project meets the requirements of a Categorical Exemption pursuant to CEQA Guidelines 15300.

4.0 EXCEPTIONS TO CATEGORICAL EXEMPTIONS ANALYSIS

The following are exceptions to Categorical Exemptions pursuant to CEQA Guidelines 15300.2, Exceptions:

Exception a) Location. Classes 3, 4, 5, 6 and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state or local agencies.

This exception does not apply to a Class 1 CE. The Project site is not located within a particularly sensitive environment. The Project site is located within an urbanized area within the City of Paramount. More specifically, the site is located within the Civic Center area with civic, hospital, and commercial uses within the immediate area. Except for the Hay Tree, which is a California Historic Landmark, there are no conditions that render the Project site a sensitive environment; refer to Exception (f), below.

Exception b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

There are no projects currently proposed or known within the Project area of the same type. Although the proposed Project components are discreet projects that could be considered separately irrespective of the other, the City has decided to consider them as one Project to adequately assess the potential for cumulative impacts due to their proximity and ultimate function of the greater Project area. The Project is consistent with the General Plan designation (i.e., Central Business District) and land uses anticipated for the site. The Project will be subject to Citywide regulatory compliance measures. The Project would not result in a significant environmental impact and would not contribute to a significant cumulative impact. Exception (b) would not apply to the Project.

Exception c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

There are no unusual circumstances associated with the Project site or the Project. The Project site is located within an urbanized area of the City and does not include any site-specific environmental conditions that would preclude the proposed development; refer also to Exception (f). The Project site is generally developed with an existing commercial building, undeveloped parcels with grass and a camphor tree (Hay Tree), garden/open space and plaza areas with public/pedestrian improvements, and surface parking, as described in Section 2.0, Project Description. The Project involves minor modifications to the interior of an existing building to provide public and private spaces, including a City Historical Museum and event area and restaurant/retail/commercial uses; acquisition of two private parcels to provide public open space areas and ensure preservation of the Hay Tree, and removal of an existing passive area to provide a new public parking lot, along with other minor improvements to existing parking and public plaza areas. No changes are proposed to the height or massing of the existing structures. The proposed Project is consistent with the General Plan land use (i.e., Central Business District) designation and the General Commercial (C-3) zoning. Exception (c) would not apply to the Project.

Exception d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

There are not any officially designated or eligible State Scenic Highways within proximity to the Project site.² Thus, the proposed Project would not result in damage to scenic resources within an officially designated State Scenic Highway. Exception (d) would not apply to the Project.

Exception e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Government Code Section 65962.5 requires the DTSC and SWRCB to compile and update a regulatory sites listing (per the criteria of the Section). The California Department of Health Services is also required to compile and update, as appropriate, a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis pursuant to Section 116395 of the Health and Safety Code. Section 65962.5 requires the local enforcement agency, as designated pursuant to Section 18051 of Title 14 of the California Code of Regulations, to compile, as appropriate, a list of all solid

² California Department of Transportation, *Scenic Highways System Lists, List of Eligible and Officially Designated State Scenic Highways*, <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>, accessed September 27, 2024.

waste disposal facilities from which there is a known migration of hazardous waste. The Project site is not listed pursuant to Government Code Section 65962.5.³ Thus, Exception (e) would not apply to the Project.

Exception f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The Project site does not contain any structures listed on the National or State Register or those identified as being eligible for listing on the National or State Register. With the exception of the Hay Tree (California Historic Landmark), there are presently no formally designated historic resources listed within the City of Paramount. The Saw Building is not a registered historic landmark. However, the Saw Building has been included on a preliminary historic survey list (October 2024) of individual properties that appear eligible for local historic designation. The City of Paramount does not presently have a local historic preservation ordinance.

The Hay Tree, a California Historic Landmark (No. 1038), is located within the Project site. According to California State Parks⁴, the Hay Tree is an old, 50-foot-high camphor tree standing in the middle of a grassy area in downtown Paramount. The tree is a rare remnant of the City's once thriving dairy and hay industry. There are no other properties in Paramount that are linked to the hay industry except for this tree.

Although located on a private parcel, the Hay Tree is owned and maintained by the City. The Project would include acquisition of the parcel in which the Hay Tree resides by the City for its continued preservation and maintenance. The Project proposes to retain the area surrounding the tree as an open space area for community use and gathering. The Project would not alter the tree or its location as a result of the Project.

Therefore, the Project would not cause a substantial adverse change in the significance of a historical resource and Exception (f) would not apply.

³ California Environmental Protection Agency, *Cortese List Data Resources*, <https://calepa.ca.gov/sitecleanup/corteselist/>, accessed September 27, 2024.

⁴ California State Parks, *California Historical Landmarks*, https://ohp.parks.ca.gov/?page_id=21427, accessed September 27, 2024.

5.0 CONCLUSION

Based on the analysis provided herein, the proposed Paramount Civic Center Improvement Project meets the criteria for Class 1, Class 5 and Class 11 Categorical Exemptions pursuant to Section 15301 of the CEQA Guidelines.

6.0 REFERENCES

California Department of Transportation, *Scenic Highways System Lists, List of Eligible and Officially Designated State Scenic Highways*, <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>.

California Environmental Protection Agency, Cortese List Data Resources, <https://calepa.ca.gov/sitecleanup/corteselist>.

California State Parks, California Historical Landmarks, https://ohp.parks.ca.gov/?page_id=21427.

City of Paramount, *Paramount General Plan*, August 2007 (revised February 2022).

City of Paramount, *Paramount Municipal Code* through Ordinance No. 1186, adopted May 28, 2024.

ATTACHMENT D

PARAMOUNT SAW PLAN SET

CITY OF PARAMOUNT CIVIC CENTER CAMPUS & ADJACENT AREAS





16493 PARAMOUNT BLVD
PARAMOUNT, CA 90723



16493 PARAMOUNT BLVD
PARAMOUNT, CA 90723



ATTACHMENT E

COMMENT LETTER FROM PARAMOUNT
GENERAL HOSPITAL (12/3/24)

December 3, 2024

File Number: 99AZ-396756

VIA ELECTRONIC MAIL

Planning Commission
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723
E-Mail: planning@paramountcity.com

Development Review Board
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723
E-Mail: planning@paramountcity.com

Re: Comment Letter and Request for Continuance from Paramount General Hospital on the Civic Center Improvement Project (Resolution No. 24-033; CUP Nos. 969-970 and 973; Zone Variance No. 412; and Application Review No. 24-007)

Dear Commissioners and Board Members:

This firm represents Paramount General Hospital Company ("Paramount General"), which owns the long-term care facility operating as Kindred Hospital Paramount ("Kindred Hospital"), located at 16453 South Colorado Avenue ("Kindred Property") in the City of Paramount ("City"). The Kindred Property spans several parcels, including Kindred Hospital, the adjacent parking lots to the east and west, and the plaza area that the City calls the Civic Center Gardens. We write to express our client's concern regarding the proposed Civic Center Improvement Project (the "Project") that is being considered by Planning Commission and the Development Review Board ("DRB") at two separate and sequential public hearings on December 3.

Since late last year, Paramount General has worked with the City in good faith to learn more about the proposed project that would require the acquisition of two parcels of the Kindred Property. Earlier this year, Paramount General retained this firm to assist regarding the possible acquisition of those parcels. We met with the City and its representatives on two occasions in an effort to learn more information about the project that was being planned. We repeatedly requested information regarding the proposed project, but the City provided us with incomplete and conflicting information, generally stating that the proposed project only involved the preservation of the Hay Tree. The Saw Building was never mentioned as part of any planned project. Given this background, we were surprised to learn that the Project (involving

the major renovation of the Saw Building) is now being considered by Planning Commission and DRB without any outreach to Paramount General.

Our client expected additional notice and discussions with the City prior to moving forward with the Project, which is adjacent to the Kindred Property. Our client only learned of the Project through communications with Paramount General's outside counsel (Sean O'Connor) and the City's outside counsel (Derek Cole) the week before the Thanksgiving holiday providing us with very little time to evaluate the Project that was sprung on Paramount General. We are also concerned that the applicant, Paramount City Investors, LLC (the "Applicant") has not contacted Paramount General to discuss the Project or potential operating conditions to ensure a positive neighborly relationship. Given the limited notice and the Project's proximity/potential impact to Kindred Hospital, our client respectfully requests Planning Commission and DRB continue the public hearings at least 30 days to provide this firm and Paramount General adequate time to review the Project materials.

In addition to the preceding issues, our client has serious concerns regarding the entitlements sought and the California Environmental Quality Act ("CEQA") categorical exemptions relied upon by the City. Given the limited time available, we have noted the following as our initial concerns for consideration by Planning Commission and DRB. However, Paramount General continues to review the Project materials and expects to have additional concerns that merit attention by the City and the Applicant.

To start with, the Applicant has requested a zone variance as part of the Project. Variances are typically reserved for only "exceptional extraordinary" circumstances when, because of special circumstances regarding the property, the strict application of the zoning ordinance "deprives the property of privileges" enjoyed by other properties in the same zone and vicinity. (See Cal. Gov. Code, § 65906; Paramount Municipal Code, § 17.48.010.) The City's variance findings on pages 12-13 of the Staff Report are unpersuasive and do not meet the high burden demanded by state law and the Paramount Municipal Code. The request is obviously geared towards accommodating "market demand," which is insufficient without additional evidence. (See *Stolman v. City of Los Angeles* (2003) 114 Cal.App.4th 916, 925.)

Furthermore, the scope of the Project does not adequately capture the whole of the action as required by CEQA. Based on the staff reports, it appears that the City is planning a larger improvement plan to the Civic Center that includes (as an example) the two parcels of land owned by Paramount General. Shouldn't this all be considered as a single project under a single environmental document? The City appears to be segmenting the Project into small parts and evaluating each piece separately. This practice is unlawful and contrary to the requirements of CEQA. Lead agencies cannot artificially reduce the scope of the Project to minimize the environmental impacts of a project by evaluating individual pieces separately. (CEQA Guidelines § 15378; *Laurel Heights Improvement Ass'n v. Regents of Univ. of Cal* (1988) 47 Cal.3d 376, 396)

The City prepared the "CEQA Categorical Exemption Report" that outlines the different categorical exemptions used by the City. The main exemption relied on for the proposed improvements to the Saw Building is the Class 1 (Existing Facilities) categorical exemption ("Class 1 CE") in CEQA Guidelines Section 15301. However, the environmental analysis does not provide any evidence demonstrating that the Project actually meets the requirements of the Class 1 CE. CEQA Guidelines Section 15301 only applies to existing facilities "involving negligible or no expansion of existing or former use." The Project includes a change of use to a proposed food hall that would include six new restaurants and a new outdoor-eating area that did not previously exist. The Project would also include a museum, community room, and event space that are also completely new uses. We understand that the previous use was a saw manufacturing and sales business. This seems like an obvious intensification from the previous use. However, the City has provided no evidence to support its use of the Class 1 CE.

The CEQA Categorical Exemption Report summarily concludes that the Project does not involve expanding the former use because it would not have the "potential to have a significant effect on the environment." However, this is not the appropriate standard. The preparers of this document conflate the threshold question of whether the project qualifies for a categorical exemption with whether an exception to the categorical exemption applies under CEQA Guidelines Section 15300.2(c). These are distinct questions. Whether a project meets the four corners of a categorical exemption is the threshold question. If a project cannot, then that categorical exemption cannot be applied. Here, the Project does not meet the requirements of a Class 1 CE. The City has provided no evidence and cannot demonstrate that the Project would involve a negligible or no expansion of the previous use.

Further, the City has not demonstrated that the Project would not have a substantial adverse change in the significance of a historical resource, as required by CEQA Guidelines Section 15300.2(f). By the City's own admission, the Saw Building is included on a historic survey list of individual properties that appear eligible for local historic designation. (CEQA Categorical Exemption Report, p. 23.) For purposes of CEQA, a "historical resource" includes resources that are eligible for listing but not officially designated as historical resources, pursuant to Public Resources Code Section 21084.1, including potential resources included on surveys.¹ As such, the Saw Building should have been considered as a historical resource in the CEQA Categorical Exemption Report. And the City should have provided evidence of how

¹ " A project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment. **For purposes of this section, an historical resource is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources.** Historical resources included in a local register of historical resources, as defined in subdivision (k) of Section 5020.1, or deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1, are presumed to be historically or culturally significant for purposes of this section, unless the preponderance of the evidence demonstrates that the resource is not historically or culturally significant. The fact that a resource is not listed in, or determined to be eligible for listing in, the California Register of Historical Resources, not included in a local register of historical resources, or not deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1 shall not preclude a lead agency from determining whether the resource may be an historical resource for purposes of this section." (Public Resources Code, § 21084.1, emphasis added)

the Project would not have a substantial adverse change in the significance of a historical resource to prove that this exception to the Class 1 CE does not apply.

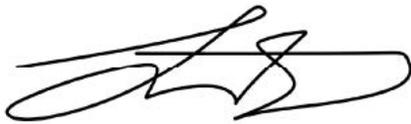
If the City elects to proceed with the hearings and ultimately considers approving the Project on December 3, we have serious concerns about how the Project as currently proposed could impact Kindred Hospital. As such, we preliminarily request the following modifications to the conditions being considered by the City. Proposed additions are underlined and omissions are shown in ~~strike through~~. The numbers below match those in the draft Resolution No. PC 24:034 and DRB, respectively.

- **Condition Nos. 11/16:** Permits. The applicant is required to obtain all necessary City of Paramount permits, including electrical, mechanical, and plumbing permits for any interior and/or exterior modifications made to the structures on the subject site. The applicant will not receive its certificate of occupancy for any improvements until construction of City-controlled parking lot has been completed.
- **Condition No. 34/28:** Parking Location Signs. Professionally fabricated, weather-durable signs shall be installed and maintained following separate Planning Department review and approval of the sign content, design, and precise locations to clearly identify allowed vehicle parking locations as well as areas not open for public parking, including at Paramount General Hospital. The applicant will install, at its own expense, signs in the Paramount General Hospital parking lots directing patrons to parking areas open to the public. These signs will be consistent with California Vehicle Code Section 22658.
- **NEW Condition No. 34a/28a:** Each commercial lease shall include provisions directing project tenants, employees, and/or patrons where to park and prohibit those individuals from using the Paramount General Hospital parking lots.
- **Condition No. 35:** Outdoor Patio Noise Monitoring. Outdoor patio noise shall be monitored on a daily basis and all appropriate measures shall be taken to ensure noise does not extend to the residential neighborhood to the south or to Kindred Hospital. At any time during the term of this approval a City inspector may visit the site during operating hours to measure noise levels. If, upon inspection, it is found that noise levels extend to the residential neighborhood or to Kindred Hospital, then the owner/operator will be notified and will be required to modify or, eliminate the source of the noise or retain an acoustical engineer to recommend, design, and implement noise control measures within the property such as noise barriers, sound absorbers or buffer zones.
- **Condition No. 45:** Live Entertainment. Regular Live entertainment occurring more than two times in one month, including but not limited to karaoke, musicians, and disc jockeys, requires separate prior review and approval by the City Council.

Planning Commission
Design Commission
December 3, 2024
Page 5

The foregoing recommendations are based only on the limited time we have had to review the Project materials. Accordingly, we again respectfully request the Planning Commission and DRB continue this matter to allow Paramount General additional time to review the Project materials.

Sincerely,



Lauren K. Chang
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4911-2422-1954.2

cc: John King, Interim Director of Planning
Elizabeth Martyn, Interim City Attorney
Derek Cole, Outside Counsel
John Moreno, City Manager
Grissel Chavez, Assistant City Manager
Oren Ben Ezra, Paramount General Hospital Company
Robert Patterson, Paramount General Hospital Company
Sean O'Connor, Sheppard Mullin Richter & Hampton LLP

ATTACHMENT F

CEQA RESPONSE TO COMMENT LETTER
FROM PARAMOUNT GENERAL HOSPITAL

Response to Sheppard Mullen Comment Letter

From Lauren Chang, December 3, 2024

Prepared by: De Novo Planning

Re: Paramount Civic Center Improvement Project

The responses provided in this memorandum are related only to the issues raised in the December 3, 2024, comment letter from Lauren Chang (Sheppard Mullen) regarding the applicability of the Categorical Exemption (CE) for the City of Paramount Civic Center Improvement Project (Project). The respective comments from the letter are reproduced below in italics, and the corresponding responses are provided thereafter.

Comment 1

Furthermore, the scope of the Project does not adequately capture the whole of the action as required by CEQA. Based on the staff reports, it appears that the City is planning a larger improvement plan to the Civic Center that includes (as an example) the two parcels of land owned by Paramount General. Shouldn't this all be considered as a single project under a single environmental document? The City appears to be segmenting the Project into small parts and evaluating each piece separately. This practice is unlawful and contrary to the requirements of CEQA. Lead agencies cannot artificially reduce the scope of the Project to minimize the environmental impacts of a project by evaluating individual pieces separately. (CEQA Guidelines § 15378; Laurel Heights Improvement Ass'n v. Regents of Univ. of Cal (1988) 47 Cal.3d 376, 396)

Response 1

As described in the CE, the Project consists of several components, which when considered together are all considered as one Project under CEQA. While the modifications to the existing Paramount Saw Building could proceed without the acquisition of the Hay Tree parcels (two parcels of land owned by Paramount General) and the proposed plaza area improvements, the City acknowledges these Project components are part of the larger Paramount Civic Center Improvement Project and are therefore analyzed within the CE. It is the City's desire to acquire and utilize the Hay Tree parcels to provide outdoor community event space and serve as an extension of activities associated with the City's occupancy of a portion of the Saw Building while continuing to ensure protection of the Hay Tree. Additionally, the City proposes to provide upgrades to the existing public plaza area as described and analyzed within the CE. Therefore, the CE does in fact adequately capture the whole of the action as required by CEQA.

Often, there are optional components of projects evaluated under the same CEQA action; however, the fact that they are physically separated or require individual discretionary action does not mean that they are not part of the same project. This does not constitute piecemealing under CEQA, as the entirety of the Project and its several components were considered as part of the larger overall action considered in the CE.

Comment 2

The City prepared the "CEQA Categorical Exemption Report" that outlines the different categorical exemptions used by the City. The main exemption relied on for the proposed improvements to the Saw

Building is the Class 1 (Existing Facilities) categorical exemption ("Class 1 CE") in CEQA Guidelines Section 15301. However, the environmental analysis does not provide any evidence demonstrating that the Project actually meets the requirements of the Class 1 CE. CEQA Guidelines Section 15301 only applies to existing facilities "involving negligible or no expansion of existing or former use." The Project includes a change of use to a proposed food hall that would include six new restaurants and a new outdoor-eating area that did not previously exist. The Project would also include a museum, community room, and event space that are also completely new uses. We understand that the previous use was a saw manufacturing and sales business. This seems like an obvious intensification from the previous use. However, the City has provided no evidence to support its use of the Class 1 CE.

Response 2

Consistent with the Class 1 Categorical Exemption, the Project would involve minor alteration of existing public or private structures and facilities, involving negligible or no expansion of existing or former use. The Project would not involve expansion of the former manufacturing use. The Project would involve modifications to the existing building to provide both private and public interior spaces. The interior improvements would provide a City Historic Museum and community event space and restaurant/retail/commercial uses, consistent with the General Plan land use designation and zoning for the site. Improvements to provide for the proposed use of the building would be contained within the interior of the structure and the structure would not be expanded. Minimal exterior improvements would occur for outdoor seating and patio areas. Although the proposed uses would involve a change in use when compared to the previous manufacturing business, the uses would not involve an expansion of the building or a change or expansion of use with the potential to have a significant effect on the environment.

The proposed modifications to the Hay Tree parcels, if eventually acquired for use from the Paramount General Hospital, would provide for improved connection between the proposed City Historic Museum and community event space and the Civic Center area. The minor improvements would provide for a negligible expansion of the existing use and function of the parcels as a community open space area with access to the Hay Tree and would not have the potential to result in a significant effect on the environment.

Free parking to visitors and patrons of uses within the area is currently provided in the Civic Center. The Project proposes minor alterations to the existing parking and passive recreation area within the Civic Center to provide additional parking, subject to certain conditions of approval requested by Paramount General Hospital to avoid any impact on available parking for the hospital. The proposed parking lot improvements would not provide for an expansion of uses, as nominal development is proposed, but would provide for additional parking supply to better serve existing uses, including the hospital. Additionally, the proposed improvements would provide additional accessible parking spaces and EV charging spaces to serve the needs of the community. The form and function of the existing public plaza area would remain unchanged. Proposed improvements primarily involve repair and replacement of existing facilities, including the fountains/art, landscaping, and seating for an overall improved experience.

Comment 3

The CEQA Categorical Exemption Report summarily concludes that the Project does not involve expanding the former use because it would not have the "potential to have a significant effect on the environment." However, this is not the appropriate standard. The preparers of this document conflate the threshold question of whether the project qualifies for a categorical exemption with whether an exception to the

categorical exemption applies under CEQA Guidelines Section 15300.2(c). These are distinct questions. Whether a project meets the four corners of a categorical exemption is the threshold question. If a project cannot, then that categorical exemption cannot be applied. Here, the Project does not meet the requirements of a Class 1 CE. The City has provided no evidence and cannot demonstrate that the Project would involve a negligible or no expansion of the previous use.

Response 3

CEQA Guidelines Section 15301, Existing Facilities, states Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The key consideration is whether the Project involves negligible or no expansion of use. As provided in the CE and the response to Comment 2 above, the documentation for the Project has demonstrated that there is negligible expansion of use.

Comment 4

Further, the City has not demonstrated that the Project would not have a substantial adverse change in the significance of a historical resource, as required by CEQA Guidelines Section 15300.2(f). By the City's own admission, the Saw Building is included on a historic survey list of individual properties that appear eligible for local historic designation. (CEQA Categorical Exemption Report, p. 23.) For purposes of CEQA, a "historical resource" includes resources that are eligible for listing but not officially designated as historical resources, pursuant to Public Resources Code Section 21084.1, including potential resources included on surveys. As such, the Saw Building should have been considered as a historical resource in the CEQA Categorical Exemption Report. And the City should have provided evidence of how the Project would not have a substantial adverse change in the significance of a historical resource to prove that this exception to the Class 1 CE does not apply.

Response 4

The fact that the Saw Building was included in a preliminary historic survey does not make it automatically eligible as a historical resource, as many buildings are surveyed simply due to their age or as a matter of course for cities surveying older properties within their boundaries. The comment inaccurately twists the meaning of California Public Resources Code Section 21084.1, which states, "The fact that a resource is not listed in, or determined to be eligible for listing in, the California Register of Historical Resources, not included in a local register of historical resources, or not deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1 shall not preclude a lead agency from determining whether the resource may be an historical resource for purposes of this section." The inclusion of a property on a preliminary historic survey list for properties that appear eligible does not mean it has transformed into a historical resource under CEQA.

As described in the CE, the Project site does not contain any structures listed on the National or State Register or those identified as being eligible for listing on the National or State Register. With the exception of the Hay Tree (California Historic Landmark), there are presently no formally designated historic resources listed within the City of Paramount. The Saw Building is not a registered historic landmark. However, the Saw Building has been included on a preliminary historic survey list (October 2024) of

individual properties that appear eligible for local historic designation. The City of Paramount does not presently have a local historic preservation ordinance.

The Hay Tree, a California Historic Landmark (No. 1038), is located within the Project site. Although located on a private parcel, the Hay Tree is owned and maintained by the City. The Project would include acquisition of the parcel in which the Hay Tree resides by the City for its continued preservation and maintenance. The Project proposes to retain the area surrounding the tree as an open space area for community use and gathering. The Project would not alter the tree or its location as a result of the Project. As such, the Class 1, Class 5 and Class 11 CE categories are applicable to the Project.

FEBRUARY 5, 2025

PUBLIC HEARING

RESOLUTION NO. PC 24:033

A. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT PLANNING COMMISSION RESOLUTION NO. PC 24:033, A REQUEST TO APPROVE A CATEGORICAL EXEMPTION (CLASS 1, EXISTING FACILITIES; LIMITATIONS; AND CLASS 11, ACCESSORY STRUCTURES) PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES FOR CIVIC CENTER IMPROVEMENTS AT THE PARAMOUNT CIVIC CENTER; AND CONDITIONAL USE PERMIT NO. 970 AND ZONE VARIANCE NO. 412 AT 16493 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE.

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

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

**PLANNING COMMISSION
RESOLUTION NO. PC 24:033**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PARAMOUNT APPROVING AND ADOPTING A CATEGORICAL EXEMPTION FOR CIVIC CENTER IMPROVEMENTS AT THE PARAMOUNT CIVIC CENTER AND FOR CONDITIONAL USE PERMIT NO. 970 AND ZONE VARIANCE NO. 412 AT 16493 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE; AND MAKING RELATED FINDINGS

WHEREAS, on or about September 4, 2024, the property owner/developer of the Paramount Saw Building filed an application for a conditional use permit to operate restaurants including a zone variance for an outdoor patio area within a portion of the required 10-foot front setback at 16493 Paramount Boulevard in the C-3 (General Commercial) zone (“Saw Building Work”); and

WHEREAS, the Civic Center Improvements at the Paramount Civic Center consist of construction of additional parking, upgrades to the Civic Center Gardens area, and acquisition (including by eminent domain, if necessary) and thereafter upgrade of the parcel on which the Hay Tree is located (APN 7102-027-019) and the parcel adjacent to that (APN 7102-027-020) (Civic Center Improvements and Saw Building Work are referred to collectively as, the “Project”); and

WHEREAS, the City contracted with De Novo Planning Group to provide an appropriate California Environmental Quality Act (CEQA) analysis for the Project, which analysis is attached and incorporated as Exhibit “A” (the “CEQA Analysis”); and

WHEREAS, the City has duly noticed and conducted public hearings on the conditional use permit and zone variance requested by the developer as well as the City’s proposed actions and has heard all testimony for and against the actions.

NOW, THEREFORE, BASED UPON THE CEQA ANALYSIS AND THE PUBLIC HEARING TESTIMONY, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF PARAMOUNT AS FOLLOWS:

SECTION 1. The above recitations are true and correct.

SECTION 2. Staff and the Planning Commission have independently reviewed the CEQA Analysis.

SECTION 3. Based upon that review, staff recommends, and the Planning Commission has independently determined, that the Project falls within a Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures categorical exemption as specifically set out in the CEQA Analysis; and

SECTION 4. Although not required for a categorical exemption, the City has given notice of the proposed exemption as part of the notice for the hearings on the conditional use permit and zone variance; and

SECTION 5. Appeal. Within 10 calendar days after approval of this Resolution by the Planning Commission, any aggrieved or interested person may, if dissatisfied with or aggrieved by the action of the Planning Commission, file with the City Clerk an appeal in writing to the City Council from such action of the Planning Commission upon depositing a filing fee in the amount of one-half of that required on filing the original application. The filing of such appeal within the stated time shall stay the effective date of the decision of the Planning Commission until such time as the City Council has acted on the appeal as set forth in Title 17 of the Paramount Municipal Code. The hearing on the appeal by the City Council shall be a hearing de novo. In the absence of such appeal, the action of the Planning Commission shall be final.

SECTION 6. If not appealed, this Resolution shall take effect at the expiration of the appeal period set out in Section 5, above.

PASSED, APPROVED, and ADOPTED by the Planning Commission of the City of Paramount this 5th day of February 2025.

Gordon Weisenburger, Chair

Attest:

Biana Salgado, Administrative Assistant

FEBRUARY 5, 2025

PUBLIC HEARING

CONDITIONAL USE PERMIT NO. 970

B. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT PLANNING COMMISSION RESOLUTION NO. PC 24:034, A REQUEST BY PARAMOUNT CITY INVESTORS, LLC TO OPERATE RESTAURANTS AT 16493 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE.

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

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

**PLANNING COMMISSION
RESOLUTION NO. PC 24:034**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO CONDITIONAL USE PERMIT NO. 970, A REQUEST BY PARAMOUNT CITY INVESTORS, LLC TO OPERATE RESTAURANTS AT 16493 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE

WHEREAS, the Planning Commission of the City of Paramount has received an application from Paramount City Investors, LLC to operate restaurants at 16493 Paramount Boulevard in the C-3 (General Commercial) zone (for purposes of this resolution, the "Project"); and

WHEREAS, such application requires Planning Commission approval of a conditional use permit; and

WHEREAS, Paramount Municipal Code Section 17.48.030 et seq., a portion of the Zoning Ordinance of the City of Paramount, requires the Planning Commission to duly notice a public hearing, receive a report from staff, conduct the hearing and consider all evidence before it, and thereafter announce its findings and decisions in zoning matters and specifically for conditional use permits; and

WHEREAS, on November 20, 2024, the City mailed notice of the December 3, 2024 Planning Commission hearing to all property owners within a 500-foot radius of the proposed Project site, a true and correct copy of which notice (in English and Spanish) is included in the record of this hearing along with proof of mailing; and

WHEREAS, the staff report and other materials regarding the Project were posted on the Planning Commission Agendas webpage of the City website as of November 21, 2024; and

WHEREAS, staff caused to be prepared a CEQA analysis for the Project which determined that categorical exemptions (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) are appropriate for the Project pursuant to California Environmental Quality Act (CEQA) Guidelines and as set out in Resolution No. 24:033; and

WHEREAS, on December 3, 2024, the Planning Commission conducted a duly noticed public hearing on the application, at which time it heard a presentation by the Interim Planning Director as well as testimony regarding the proposed Project; and

WHEREAS, on December 3, 2024, the Planning Commission continued the public hearing to the February 5, 2025 Planning Commission meeting; and

WHEREAS, in connection with the continued public hearing, the staff report and other materials regarding the Project were again posted on the Planning Commission Agendas webpage of the City website as of January 30, 2025; and

WHEREAS, on February 5, 2025, the Planning Commission conducted the continued public hearing on the application, at which time it heard a presentation by the Interim Planning Director as well as testimony regarding the proposed Project; and

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

SECTION 1. The above recitations are true and correct.

SECTION 2. On February 5, 2025, the Planning Commission adopted Resolution No. 24:033, approving categorical exemptions (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) for the Project pursuant to California Environmental Quality Act (CEQA) Guidelines.

SECTION 3. The Planning Commission finds that all requirements for notice have been complied with pursuant to State Law and the Municipal Code.

SECTION 4. The Planning Commission finds that it has conducted all the public hearings necessary and in compliance with State Law and the Municipal Code of the City of Paramount.

SECTION 5. The Planning Commission finds that the evidence presented does justify the granting of this application for a conditional use permit for the following reasons:

1. The Project is consistent with the General Plan.

The project is located in the Area Plan designated Central Business District in the Land Use Element of the General Plan. *Central Business District Area Plan Policy 2* states, "Land uses shall be limited to commercial or office uses, except as otherwise indicated on the General Plan Land Use Map."

The proposed change of use of the Paramount Saw building to restaurant uses is consistent with the General Plan and zoning intent for commercial uses in this area. Section 17.24.030 of the Municipal Code lists uses that may be permitted in the C-3 zone provided that in each instance a CUP is first obtained. "Restaurants, cafés, dinner houses, or establishments offering food for in-house consumption" is a category listed in this section.

2. The Project is consistent with the Zoning Code (Title 17 of the Paramount Municipal Code).

The project area is within the C-3 (General Commercial) zone. As described in Section 17.24.010 (Purposes) of Chapter 17.24 (C-3, General Commercial Classification) of the Paramount Municipal Code, “The uses designated in this chapter as permissible in the classification C-3 are considered compatible uses having common or similar performance standards in that they represent on-premises retail enterprises and involve only incidental and limited treatment, fabrication or assembly of commodities, or comprise types of enterprises involving the rendering of service both professional or to the person and permit facilities for recreation and entertainment.”

3. As conditioned, the requested use at the location proposed will not:
 - a. Adversely affect the health, peace, safety, or welfare of persons residing or working in the surrounding area;
 - b. Be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site; nor
 - c. Jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

The proposed restaurants, which meet the intent of the Central Business District and C-3 (General Commercial) zone, will integrate well with the surrounding residential and business area. Construction is limited to 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. Construction is prohibited on Sundays and national holidays. Contractor staging will be limited to the onsite rear yard of the Paramount Saw building. Operating hours will be limited to 10:00 a.m. to 10:00 p.m. on Sundays to Thursdays and 10:00 a.m. to 11:00 p.m. on Fridays and Saturdays, thus protecting sensitive receptors during evening hours. Professionally fabricated, weather-durable signs are required to be installed following separate Planning Department review and approval of the sign content, design, and precise locations to clearly identify allowed vehicle parking locations. Sufficient parking is available within the City-controlled parking lot to the north of the Paramount Saw property. The applicant will ensure any and all trash and litter on adjoining properties are promptly removed and discarded in the proper trash, recyclable, or organic waste receptacle. Noise at the front outdoor patio will be minimized by the design – stuccoed concrete wall from ground level to 42-inch height and a metal and plexiglass enclosure from 42 to 84 inches in height – and a hedge on the perimeter. In addition, conditions of approval have been added at the request of the nearby hospital in order to mitigate any unintended impacts to that use.

2. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, and loading facilities, landscaping, and other development features prescribed in this chapter, or as is otherwise required in order to integrate such use with the uses in the surrounding area.

Sufficient yards, walls, fences, and loading facilities (to rear of the building), landscaping, and other features are proposed.

3. That the proposed site is adequately served:
 - a. By highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate; and
 - b. By other public or private service facilities as are required.

Street infrastructure is sufficient. The property is at the northeast corner of Paramount Boulevard and Harrison Street. Paramount Boulevard right-of-way is 100 feet wide, and Harrison Street is 50 feet wide. A signalized traffic intersection at Paramount Boulevard and Civic Center Drive is approximately 100 feet to the north of the subject property. All other public and private service facilities, including trash/recyclable/organic waste service, electrical/gas/Internet/water utilities is sufficient. Parking infrastructure will be sufficient upon completion of the modification of the City-controlled parking lot to the north of the subject property.

4. That such use is desirable for the development of the community, is essentially in harmony with the various elements of the General Plan and is not detrimental to existing uses or to uses specifically permitted in the zone in which the proposed use is located.

The proposed restaurants will fulfill a need of the Paramount community for smaller-scale, innovative food offerings in a blended food hall format. The project is consistent with the General Plan. The project is located in the Area Plan designated Central Business District in the Land Use Element of the General Plan. *Central Business District Area Plan Policy 2* states, "Land uses shall be limited to commercial or office uses, except as otherwise indicated on the General Plan Land Use Map."

SECTION 6. The Planning Commission hereby approves the applied for Conditional Use Permit as to use in the above-entitled matter, subject to the following conditions:

General

1. Approval of the conditional use permit is contingent upon Development Review Board approval of Development Review Application No. 24:007.

2. The application is subject to all regulations and conditions of Zone Variance No. 412.
3. Except as set forth in conditions, development shall take place as shown on the approved site plan. Any material deviation must be approved by the Planning Department before construction.
4. The approved floor plan shall not be changed without prior written approval by the Planning Department.
5. This Conditional Use Permit shall not be effective for any purposes until the applicant has first filed at the office of the Planning Commission a sworn affidavit both acknowledging and accepting all conditions of approval of this Conditional Use Permit application. The affidavit shall be submitted by Friday, February 21, 2025. Failure to provide the City with the requisite affidavit within the time stated hereinabove shall render the Conditional Use Permit void.
6. All Conditional Use Permit No. 970 conditions of approval shall be included as general notes on all submitted sets of building plans.
7. This approval is valid for a period of one year from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall terminate and shall be null and void. Time extension may be granted at the discretion of the Planning Commission.
8. It is hereby declared to be the intent of the Planning Commission that if any provision of this Conditional Use Permit is held or declared to be invalid, the exception shall be void and the privileges granted hereunder shall lapse.
9. It is further declared and made a condition of this Conditional Use Permit that if any condition hereof is violated or if any law, statute or ordinance is violated, the exception shall be suspended and the privileges granted hereunder shall lapse, provided that the applicant has been given written notice to cease such violation and has failed to do so within thirty (30) calendar days of receipt of said notification.
10. The applicant understands that an Unclassified Use Permit, Conditional Use Permit, and/or Variance granted under the Zoning Ordinance, or any section thereof, is granted and accepted by all parties with the express understanding that the Planning Commission may hold a public hearing, notice of time and place of which shall be given to the applicant, if one or more of the following conditions exists:

- a. That the approval was obtained by fraud;
- b. That the need for which such approval was granted has ceased to exist or has been suspended for one year or more;
- c. That the Unclassified Use Permit, Conditional Use Permit, and/or Variance is being, or recently has been, exercised contrary to the terms or conditions of such approval or in violation of any statute, provision of the Code, ordinance, law, or regulation;
- d. That the need for which the approval was granted was so exercised as to be detrimental to the public health or safety or so as to constitute a public nuisance (Section 17.48.070 of the Paramount Municipal Code).

If after such hearing, the Planning Commission finds that any grounds of modification, suspension, or revocation exist, the Planning Commission may modify, suspend, or revoke such Unclassified Use Permit, Conditional Use Permit, and/or Variance.

Permitting

11. Permits. The applicant is required to obtain all necessary City of Paramount permits, including electrical, mechanical, and plumbing permits for any interior and/or exterior modifications made to the structures on the subject site. The applicant will not receive its certificate of occupancy for any improvements until construction of City-controlled parking lot has been completed.
12. Business License – Contractors. Prior to the release of utilities or service connections, final building, electrical, plumbing, and mechanical approval, the owner or general contractor shall submit a list of all contractors and/or subcontractors performing work on this project or development to the Planning Department. All contractors shall obtain a business license unless otherwise exempted.
13. Business License – Ongoing Operations. The business and all future tenants shall maintain a current City of Paramount business license and meet all requirements for the zone.
14. Lighting Plans. A precise lighting plan shall be submitted showing the location and types of all exterior lighting. The plan shall be subject to the approval of the Planning Department. Approval criteria will emphasize both the functional as well as the decorative nature of the proposed lighting. The parking lot and other common areas shall be illuminated to a demonstrated degree equal to or exceeding one point five (1.5) candles per foot. The plan and fixture design shall be approved by the Planning Director or designee separately from the design approval and from the working drawings.

15. Fees. All applicable development fees are due prior to the issuance of building permits.
16. Utility Plan. A utility plan shall be approved by the Planning Division before a permit is issued. All mechanical equipment and appurtenances of any type, whether located on rooftop, ground level, or anywhere on the building structure or site shall be completely enclosed or screened so as not to be visible from any public street and/or adjacent property. Such enclosure of facilities or screening shall be of compatible design related to the building structure for which such facilities are intended to serve.
17. Agency Approvals. Construction plans are subject to approval by the Building and Safety Division of the Planning Department, Los Angeles County Fire Department, Los Angeles County Department of Public Health, Industrial Waste Unit of the Environmental Programs Division of the Los Angeles County Department of Public Works, and Sanitation Districts of Los Angeles County.
18. Electrical Connections. The location of all electrical panels and meters shall be approved by the City prior to installation. Electrical panels and meters are prohibited in the front setback. Electrical panels and meters shall be screened with landscaping as approved by the Planning Department. Electrical cabinets shall be painted to match the predominant color of the adjacent building.
19. Exterior. No exterior structural alteration or building color change, other than the colors or building treatments originally approved, shall be permitted without the prior approval of the Planning Department.
20. Security. A security camera plan shall be submitted for Planning Department and Public Safety Department review and approval consideration prior to purchase or installation of the security camera system. Security camera recordings shall be maintained for at least 30 days and provided for law enforcement review upon request.
21. Tenant Improvements. Any future tenant improvements require permits from the Building and Safety Division of the Planning Department.
22. Alcoholic Beverages. Sales and onsite consumption of alcohol require a separate conditional use permit application by the property owner or tenant for separate Planning Commission review and approval.
23. Digital Plan Version. An electronic copy (PDF format) of the final approved construction plan set shall be submitted to the Planning Department prior to permit issuance.

Public Works Department

24. Offsite Improvements. The applicant shall consult the Public Works Department regarding such required offsite public improvements as streetlights, sidewalks, street trees, parkway improvements, and curb and gutters. Plans shall illustrate all required public improvements.
25. Curb, Gutter, Sidewalk. All damaged curb, gutter, or sidewalk sections in front of the subject site shall be removed and replaced to the satisfaction of the Director of Public Works/City Engineer. Prior to commencing such repair work, the approval of the Public Works Director and City Engineer must be obtained to include obtaining proper permits or written approval. All unused driveway aprons shall be closed and replaced with curb, gutter and sidewalk, per specifications from the Public Works Department.
26. Urban Stormwater Management. The applicant shall comply with Chapter 8.20 (Urban Storm Water Management) of the Paramount Municipal Code. The outside premises shall be maintained in a clean manner at all times, and trash and debris shall be promptly removed from the yard areas, landscaped areas, the rear yard, and the surrounding property perimeter. The rear yard shall be completely swept and maintained free of debris and litter daily. Areas adjacent to a parking lot, including, but not limited to, planters, loading and unloading areas, and surrounding public rights-of-way shall be maintained free of debris and litter by sweeping and other equally effective measures. Such debris and litter shall be collected and properly disposed of in compliance with all applicable local, State, and Federal regulations.

Construction

27. SCAQMD Rule 403 (Fugitive Dust). The applicant shall comply with South Coast Air Quality Management District Rule 403 regarding reduction of fugitive dust with best available fugitive dust control measures.
28. Construction Hours. Construction shall take place 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. Construction is prohibited on Sundays and national holidays. The applicant and its contractor shall comply with the provisions of the City's Noise Ordinance (Chapter 9.12 of the Paramount Municipal Code).
29. Staging and Parking Location. The contractor shall establish a staging area within the rear yard of the subject property. The contractor shall ensure that employees of the contractor and all subcontractors do not park construction or personal vehicles and do not store any equipment within property controlled by Paramount General Hospital unless written permission is obtained from the Paramount General Hospital property ownership and provided to the Planning Department.

Landscaping and Irrigation

30. The property shall be landscaped within any yard areas indicated on the approved site plan, and the existing landscaping shall be refurbished or replaced as needed with associated irrigation. A two-inch layer of brown mulch shall be applied in the planters. Red mulch and/or stone/gravel are not acceptable. A precise landscaping and irrigation plan shall be submitted showing the size, type, and location of all plant material and irrigation, including at least one 36-inch-box shade/canopy tree. Any new trees shall be selected and approved for demonstrated qualities to mitigate particulate matter. The plan shall comply with the Model Water Efficient Landscape Ordinance (MWELo) of the State of California and Chapter 17.96 (Water-Efficient Landscape Provisions) of the Paramount Municipal Code. The plan shall be subject to the approval of the Planning Department and shall be approved separately from the design approval and from the working drawings. Landscaping shall be planted and irrigation shall be installed and maintained in perpetuity in accordance with the approved plan and State and City regulations. No mature trees shall be removed without the authorization of the Planning Department. Tree trimming shall comply with professionally accepted pruning, trimming, or thinning standards. Severe trimming, topping, heading back, stubbing, or pollarding of any tree on the property is prohibited.

Business Operations

31. Tarps. Tarps are prohibited from use as carports, patio covers, shade covers, and covers for outdoor storage in all front and side setback areas, rear yard areas, over driveways, and in parking and circulation areas.
32. Exterior Security Coverings. The installation of exterior security doors, gates and window coverings, including but not limited to bars, grills, gates, and overhead roll-down doors, or any exterior mounted covering of any type, is prohibited.
33. Parking. If applicable, all parking areas shall comply with size, location, design, and maintenance requirements as specified in Article 3 (Loading Areas and Off-Street Parking) of Chapter 17.44 (General Provisions, Conditions and Exceptions) of the Paramount Municipal Code. Parking spaces shall be striped to a clear condition in compliance with Americans with Disabilities Act (ADA) requirements. The parking spaces and drive aisles shall meet all Municipal Code and ADA requirements. ADA parking located in the public parking area adjoining City Hall shall be clearly identified and wayfinding signs installed to direct customers and other visitors to the subject property. Operator shall comply with the provisions of the DDA regarding Parking. Operator shall keep City parking areas utilized under that agreement free of trash and debris.

34. Parking Location Signs. Professionally fabricated, weather-durable signs shall be installed and maintained following separate Planning Department review and approval of the sign content, design, and precise locations to clearly identify allowed vehicle parking locations as well as areas not open for public parking, including at Paramount General Hospital. The applicant will install, at its own expense, signs in the Paramount General Hospital parking lots directing patrons to parking areas open to the public. These signs will be consistent with California Vehicle Code Section 22658.
35. Outdoor Patio Noise Monitoring. All appropriate measures shall be taken to ensure noise does not extend to the residential neighborhood to the south or to the hospital at 16453 Colorado Avenue. At any time during the term of this approval a City inspector or code enforcement officer may visit the site during operating hours to measure noise levels. If, upon inspection, it is found that noise levels exceed allowed limits under Paramount Municipal Code, then the Owner/Operator will be notified by the City representative, and Owner/Operator will take all feasible actions to reduce noise to or below allowed regulatory limits.
36. Outdoor Patio. Protective bollards shall be integrated into the outdoor patio designed and maintained in perpetuity at the direction of the Planning Department.
37. Bicycle Racks. A minimum of two bicycle racks shall be provided and maintained in good condition in perpetuity. The racks shall be inverted “U” racks or another rack type that allow for a bicycle frame and one wheel to be attached. The type, color, and precise location of the racks shall be reviewed and approved by the Planning Department prior to purchase or installation of the racks and storage lockers. The precise locations shall be within the clear range of a security camera.
38. Trash Enclosure. Trash and recyclables shall be stored in a clean manner within the designated disposal bins within trash enclosures. Trash on the ground shall be promptly picked up and disposed in the appropriate trash facilities at all times. The trash enclosure gates shall remain closed at all times. The trash enclosure shall be maintained in good, unblemished condition at all times.
39. Trash Receptacles. The applicant shall provide a minimum of two decorative trash receptacles to be fixed to the ground surface on the exterior of the building following separate Planning Department review and approval of the specific trash receptacle types and locations. The contents of all of the trash receptacles shall be regularly and properly disposed of without any incident of overflow from the trash receptacles.

40. Trash and Litter – Adjoining Properties. In addition to Urban Stormwater Management provisions of Chapter 8.20 (Urban Storm Water Management) of the Paramount Municipal Code, the applicant shall ensure any and all trash and litter on adjoining properties are promptly removed and discarded in the proper trash, recyclable, or organic waste receptacle.
41. Organic Waste. The businesses shall comply with organic waste disposal requirements of Chapter 13.09 of the Paramount Municipal Code.
42. Refuse, Garbage, and Weeds. The businesses shall comply with refuse, garbage, and weeds requirements of Chapter 13.20 of the Paramount Municipal Code.
43. Vandalism and Blemish Removal. Perimeter and building walls shall be cleaned, repainted, and maintained as needed from any oil stains, graffiti, and markings. The applicant shall maintain sufficient quantities of matching exterior paint to remove graffiti, blemishes, and peeling paint. Graffiti shall be promptly removed painted over with paint to match the predominant surface paint or stucco color. Live plants that have been vandalized with graffiti shall be trimmed to remove the graffiti. Graffiti in the form of window etching shall be promptly removed.
44. The operator shall post and enforce rules for the use of the property which provide timeframes for use and prohibit loitering and littering.
45. Live Entertainment. Regular live entertainment, including but not limited to karaoke, musicians, and disc jockeys, requires separate prior review and approval by the City Council as regulated by Chapter 5.28 of the Paramount Municipal Code.
46. Authorized Customer Seating. Restaurant customer seating for the building is limited to 127 seats in the interior of the building and 42 seats within the outdoor patio on the east side of the building.
47. Outdoor Storage. Outdoor storage is prohibited.
48. Deliveries. Delivery vehicles to the site shall unload within the property interior. Truck parking, stopping, loading, and unloading are prohibited on public streets and alleys.
49. Hours of Operation. The hours of operation for the restaurants shall be limited to 10:00 a.m. to 10:00 p.m. on Sundays to Thursdays and 10:00 a.m. to 11:00 p.m. on Fridays and Saturdays.
50. Activities and Rights-of-way. Activities at the business location shall not impact or cause safety hazards on local traffic or public rights-of-way, including streets, alleys, or sidewalks.

51. Signs – General. Signs, banners, and feather flags require separate review and approval by the Planning Department in accordance with Central Business District Sign Design Standards (Chapter 17.76 of the Paramount Municipal Code) prior to fabrication and installation.
52. Signs – Windows. Window sign area shall be limited to 40 percent of the square footage of each grouping of adjacent windows, including a glass door, within an outer framed pane of glass.
53. Special Events. Special events and grand opening events shall be reviewed in accordance with Special Event Permit regulations for Planning Department approval consideration.
54. Agency Regulations. In the ongoing business operations, the applicant shall comply with all relevant federal, state, and local laws and regulations of all relevant government agencies, including but not limited to (1) the Los Angeles County Fire Department (including the Fire Prevention Land Development Unit), (2) the Industrial Waste Unit of the Los Angeles County Department of Public Works, (3) the South Coast Air Quality Management District, and (4) the California Department of Resources Recycling and Recovery (CalRecycle).
55. Labor Laws. The applicant shall comply with all relevant labor laws and regulations of the Division of Labor Standards Enforcement of the California Department of Industrial Relations and the Division of Occupational Safety and Health (Cal/OSHA).
56. Noise. In the ongoing business operations, the applicant shall comply with the Noise Ordinance (Chapter 9.12 of the Paramount Municipal Code).
57. Parking Location – Commercial Leases. Each commercial lease shall include provisions directing project tenants, employees, and/or patrons where to park and prohibit those individuals from using the Paramount General Hospital (or successor property owner) parking lots.

Final Approval

58. At the completion of the project, final approval from the Planning Division shall be obtained prior to Building and Safety Division final approval. All conditions of approval shall be met prior to final approval by the Planning Division.

SECTION 7. Appeal. Within 10 calendar days after approval of this Resolution by the Planning Commission, any aggrieved or interested person may, if dissatisfied with or aggrieved by the action of the Planning Commission, file with the City Clerk an appeal in writing to the City Council from such action of the Planning Commission upon depositing a filing fee in the amount of \$531.25, which is one-half of the \$1,062.50 required on filing the original application. The filing of such appeal within the stated time shall stay the

effective date of the decision of the Planning Commission until such time as the City Council has acted on the appeal as set forth in this chapter. The hearing on the appeal by the City Council shall be a hearing de novo. In the absence of such appeal, the action of the Planning Commission shall be final.

SECTION 8. If not appealed, this Resolution shall take effect at the expiration of the appeal period set out in Section 7, above.

PASSED, APPROVED, and ADOPTED by the Planning Commission of the City of Paramount this 5th day of February 2025.

Gordon Weisenburger, Chair

Attest:

Biana Salgado, Administrative Assistant

FEBRUARY 5, 2025

PUBLIC HEARING

ZONE VARIANCE NO. 412

C. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVER FURTHER READING, AND ADOPT PLANNING COMMISSION RESOLUTION NO. PC 24:035, A REQUEST BY PARAMOUNT GATEWAY, LLC FOR A ZONE VARIANCE FOR AN OUTDOOR PATIO AREA WITHIN A PORTION OF THE REQUIRED 10-FOOT FRONT SETBACK AT 16493 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE.

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

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

**PLANNING COMMISSION
RESOLUTION NO. PC 24:035**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO ZONE VARIANCE NO. 412, A REQUEST BY PARAMOUNT CITY INVESTORS, LLC FOR A ZONE VARIANCE FOR AN OUTDOOR PATIO AREA WITHIN A PORTION OF THE REQUIRED 10-FOOT FRONT SETBACK AT 16493 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE

WHEREAS, the Planning Commission of the City of Paramount has received an application from Paramount City Investors, LLC for a zone variance for an outdoor patio area within a portion of the required 10-foot front setback at 16493 Paramount Boulevard in the C-3 (General Commercial) zone (a part of the “Project”); and

WHEREAS, Paramount Municipal Code Section 17.48.030 et seq., a portion of the Zoning Ordinance of the City of Paramount, requires the Planning Commission to conduct a duly noticed public hearing and thereafter announce its findings and decisions in zoning matters and specifically for zone variances; and

WHEREAS, on November 20, 2024, the City mailed notice of the December 3, 2024 Planning Commission hearing to all property owners within a 500-foot radius of the proposed Project site, a true and correct copy of which notice (in English and Spanish) is included in the record of this hearing along with proof of mailing; and

WHEREAS, the staff report and other materials regarding the Project were posted on the Planning Commission Agendas webpage of the City website as of November 21, 2024; and

WHEREAS, staff caused to be prepared a CEQA analysis for the Project which determined that categorical exemptions (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) are appropriate for the Project pursuant to California Environmental Quality Act (CEQA) Guidelines and as set out in Resolution No. 24:033; and

WHEREAS, on December 3, 2024, the Planning Commission conducted a duly noticed public hearing on the application, at which time it heard a presentation by the Interim Planning Director as well as testimony regarding the proposed Project; and

WHEREAS, on December 3, 2024, the Planning Commission continued the public hearing to the February 5, 2025 Planning Commission meeting; and

WHEREAS, in connection with the continued public hearing, the staff report and other materials regarding the Project were again posted on the Planning Commission Agendas webpage of the City website as of January 30, 2025; and

WHEREAS, on February 5, 2025, the Planning Commission conducted the continued public hearing on the application, at which time it heard a presentation by the Interim Planning Director as well as testimony regarding the proposed Project; and

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

SECTION 1. The above recitations are true and correct.

SECTION 2. On February 5, 2025, the Planning Commission adopted Resolution No. 24:033 approving categorical exemptions (Class 1, existing facilities; Class 5, minor alterations in land use limitations; and Class 11, accessory structures) for the Project pursuant to California Environmental Quality Act (CEQA) Guidelines.

SECTION 3. The Planning Commission finds that all requirements for notice have been complied with pursuant to State Law and the Municipal Code.

SECTION 4. The Planning Commission finds that it has conducted all the public hearings necessary and in compliance with State Law and the Municipal Code of the City of Paramount.

SECTION 5. The Planning Commission finds that the evidence presented as set out in the staff report and presentation to and analysis by the Planning Commission does justify the granting of this application for the following reasons:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply to other properties or class of use in the same vicinity and zone. The Paramount Saw building was constructed in the 1920s (an era predating most front setback code requirements), and since that time has been used for multiple commercial, wholesale, and manufacturing business uses. While not conceived as a restaurant use, the adaptive reuse of the building and property for retail-commercial activities requires creative adaptation of the property to successfully accommodate market demand for a complementary outdoor dining experience.
2. That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone but which is denied to the property in question. There are a number of properties in the vicinity, including the property across Harrison Street to the south (16601 Paramount Boulevard), that do not meet the front yard setback due to legal nonconforming conditions.
3. That the granting of such zone variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located. The proposed restaurants, which meet the intent of the Central Business District and C-3 (General Commercial) zone, will integrate well with the surrounding residential and

business area. Construction is limited to 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. Construction is prohibited on Sundays and national holidays. Contractor staging will be limited to the onsite rear yard of the Paramount Saw building. Operating hours will be limited to 10:00 a.m. to 10:00 p.m. on Sundays to Thursdays and 10:00 a.m. to 11:00 p.m. on Fridays and Saturdays, thus protecting sensitive receptors during evening hours. Professionally fabricated, weather-durable signs are required to be installed following separate Planning Department review and approval of the sign content, design, and precise locations to clearly identify allowed vehicle parking locations. Sufficient parking is available within the City-controlled parking lot to the north of the Paramount Saw property. The applicant will ensure any and all trash and litter on adjoining properties are promptly removed and discarded in the proper trash, recyclable, or organic waste receptacle. Noise at the front outdoor patio will be minimized by the design – stuccoed concrete wall from ground level to 42-inch height and a metal and plexiglass enclosure from 42 to 84 inches in height – and a hedge on the perimeter. In addition, conditions of approval have been added at the request of the nearby hospital in order to mitigate any unintended impacts to that use.

4. That the granting of such zone variance will not adversely affect the comprehensive General Plan. The project is located in the Area Plan designated Central Business District in the Land Use Element of the General Plan. *Central Business District Area Plan Policy 2* states, “Land uses shall be limited to commercial or office uses, except as otherwise indicated on the General Plan Land Use Map.”

The proposed change of use of the Paramount Saw building to restaurant uses is consistent with the General Plan and zoning intent for commercial uses in this area. Section 17.24.030 of the Municipal Code lists uses that may be permitted in the C-3 zone provided that in each instance a CUP is first obtained. “Restaurants, cafés, dinner houses, or establishments offering food for in-house consumption” is a category listed in this section.

SECTION 6. The Planning Commission hereby approves the applied for Zone Variance as to use in the above entitled matter, subject to the following conditions:

1. This Zone Variance shall not be effective for any purposes until the applicant has first filed at the office of the Planning Commission a sworn affidavit both acknowledging and accepting all conditions of approval of this Zone Variance application. The affidavit shall be submitted by Friday, February 21, 2025. Failure to provide the City with the requisite affidavit within the time stated hereinabove shall render the Zone Variance void.

2. This approval is valid for a period of one year from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall terminate and shall be null and void. Time extension may be granted at the discretion of the Planning Commission.
3. It is hereby declared to be the intent of the Planning Commission that if any provision of this Zone Variance is held or declared to be invalid, the exception shall be void and the privileges granted hereunder shall lapse.
4. It is further declared and made a condition of this Zone Variance that if any condition hereof is violated or if any law, statute or ordinance is violated, the exception shall be suspended and the privileges granted hereunder shall lapse, provided that the applicant has been given written notice to cease such violation and has failed to do so within thirty (30) days of receipt of said notification.
5. The applicant understands that an Unclassified Use Permit, Conditional Use Permit, and/or Variance granted under the Zoning Ordinance, or any section thereof, is granted and accepted by all parties with the express understanding that the Planning Commission may hold a public hearing, notice of time and place of which shall be given to the applicant, if one or more of the following conditions exists:
 - a. That the approval was obtained by fraud;
 - b. That the need for which such approval was granted has ceased to exist or has been suspended for one year or more;
 - c. That the Unclassified Use Permit, Conditional Use Permit, and/or Variance is being, or recently has been, exercised contrary to the terms or conditions of such approval or in violation of any statute, provision of the Code, ordinance, law, or regulation;
 - d. That the need for which the approval was granted was so exercised as to be detrimental to the public health or safety or so as to constitute a nuisance (Section 17.48.070, Paramount Municipal Code).

If after such hearing, the Planning Commission finds that any grounds of modification, suspension, or revocation exist, the Planning Commission may modify, suspend, or revoke such Unclassified Use Permit, Conditional Use Permit, and/or Variance.

6. Term. The term of this variance shall be for the life of the subject structure and lot area. Any new construction shall comply with all required development standards for the C-3 (General Commercial) zone.

7. Associated Applications. The application is subject to all conditions of Conditional Use Permit No. 970 and Development Review Application No. 24:007.

SECTION 7. Appeal. Within 10 calendar days after approval of this Resolution by the Planning Commission, any aggrieved or interested person may, if dissatisfied with or aggrieved by the action of the Planning Commission, file with the City Clerk an appeal in writing to the City Council from such action of the Planning Commission upon depositing a filing fee in the amount of \$531.25, which is one-half of the \$1,062.50 required on filing the original application. The filing of such appeal within the stated time shall stay the effective date of the decision of the Planning Commission until such time as the City Council has acted on the appeal as set forth in this chapter. The hearing on the appeal by the City Council shall be a hearing de novo. In the absence of such appeal, the action of the Planning Commission shall be final.

SECTION 8. If not appealed, this Resolution shall take effect at the expiration of the appeal period set out in Section 7, above.

PASSED, APPROVED, and ADOPTED by the Planning Commission of the City of Paramount this 5th of February 2025.

Gordon Weisenburger, Chair

Attest:

Biana Salgado, Administrative Assistant

FEBRUARY 5, 2025

PUBLIC HEARING

CONDITIONAL USE PERMIT NO. 972

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
 - (1) THOSE IN FAVOR
 - (2) THOSE OPPOSED
 - (3) REBUTTAL BY THE APPLICANT
- 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:
READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT PLANNING COMMISSION RESOLUTION NO. PC 25:001, A REQUEST BY MATTCO FORGE, INC. TO RELOCATE AN EXISTING 499-GALLON ABOVE-GROUND PROPANE TANK AT 16443 MINNESOTA AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE.

MOTION:

MOVED BY: _____

SECONDED BY: _____

APPROVED

DENIED

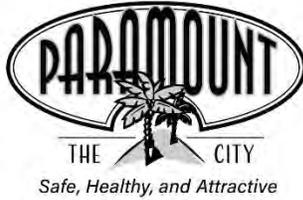
ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



CITY OF PARAMOUNT PLANNING DEPARTMENT STAFF REPORT SUMMARY

PROJECT NUMBER: Conditional Use Permit No. 972

REQUEST: Relocate an existing 499-gallon above-ground propane tank

APPLICANT: Matthew Oldenkamp/Mattco Forge, Inc.

MEETING DATE: February 5, 2025

LOCATION: 16443 Minnesota Avenue

ZONE: M-2 (Heavy Manufacturing)

GENERAL PLAN: Central Industrial District

PLANNER: Leslie Corrales

RECOMMENDATION: Approval



To: Honorable Planning Commission
From: John King, Interim Planning Director
By: Leslie Corrales, Assistant Planner
Date: February 5, 2025

**Subject: CONDITIONAL USE PERMIT NO. 972
MATTHEW OLDENKAMP/MATTCO FORGE, INC.**

BACKGROUND

This application is a request by Matthew Oldenkamp/Mattco Forge, Inc. for a conditional use permit (CUP) to relocate an existing 499-gallon above-ground propane tank at 16443 Minnesota Avenue in the M-2 (Heavy Manufacturing) zone. The business is located on three parcels that total approximately four acres.

Mattco Forge produces engineered forged metal products for the aerospace, defense, oil and gas, transportation, and power generation industries. Mattco Forge has been manufacturing in Paramount since its establishment in 1977.

DISCUSSION

For safety purposes, the applicant proposes to relocate the tank. The tank will be on a concrete foundation with 12 bollards surrounding the tank as a protective barrier. The 499-gallon propane tank was installed at the present location in 2018. All work would be conducted onsite. The current business hours of operation are Monday through Thursday from 6:00 a.m. to 2:30 a.m. and Fridays from 6:00 a.m. to 10:30 p.m. There is a total of 145 employees.

The proposed location of the propane tank is behind a fence and will not be visible from the street. The tank will be in accordance with Los Angeles County Fire Department regulations. The relocation is necessary to increase safety standards by keeping high temperature forged parts away from the propane tank.

The tank measures 7.75 feet in length and 3.45 feet in diameter.

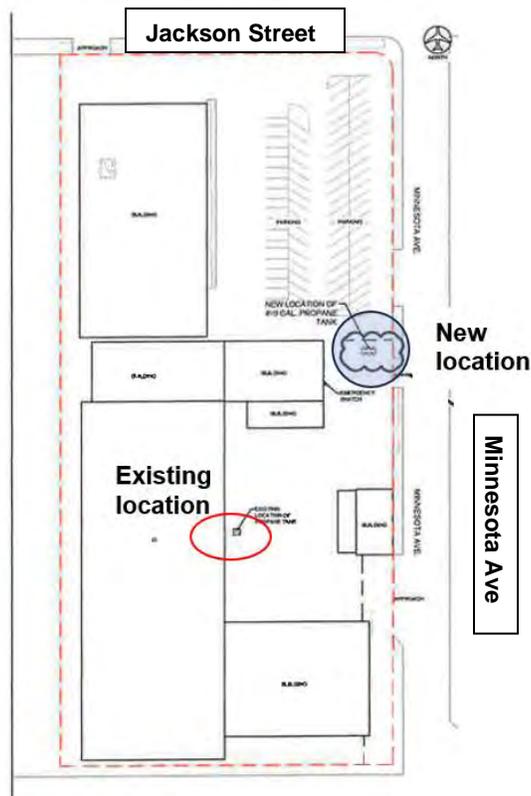
Photos

Outlined in red below are photos depicting the front of the property and the location where the propane tank will be moved.

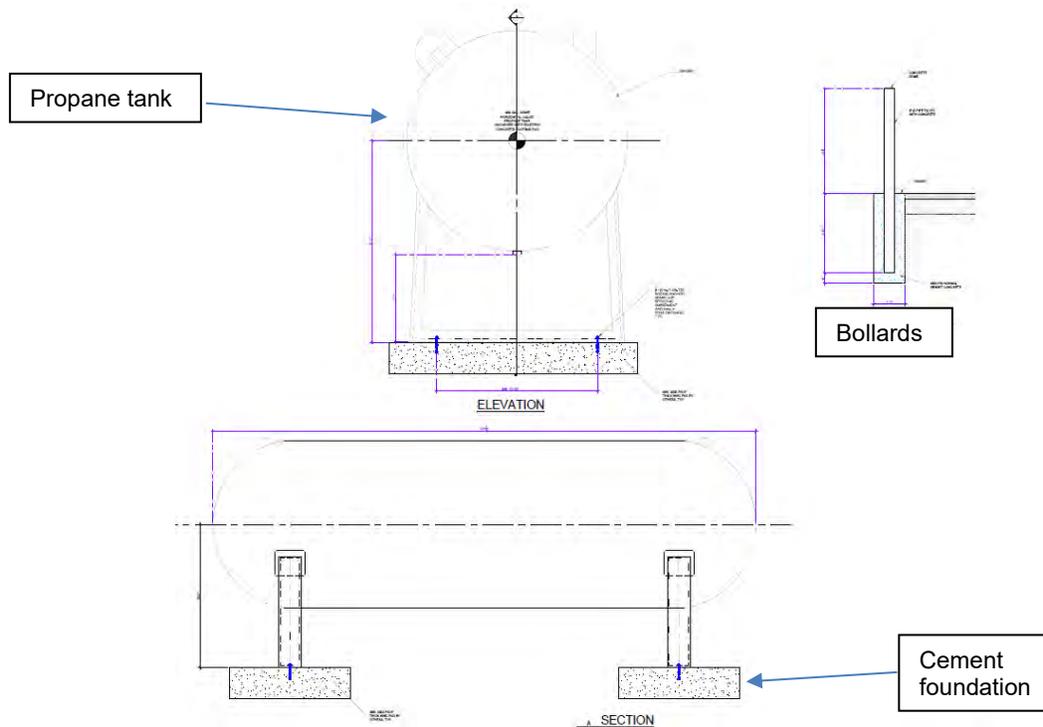


Plans

Below is the existing site plan for the project site. The proposed tank location is highlighted in a blue circle.



Below is the proposed elevation plan.



Analysis

The relocation of a 499-gallon propane tank would have a minimal impact on surrounding businesses. The proposed location in an industrial property is substantially distant from heated equipment and is suitable for the requested use.

Environmental Assessment

This project is categorically exempt and qualifies for a Class 11 (minor construction/placement of accessory structures) Categorical Exemption pursuant to Article 19, Section 15311 of California Environmental Quality Act (CEQA) Guidelines.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcome No. 1: Safe Community; and No. 3: Economic Health.

RECOMMENDED ACTION

Read by title only, waive further reading, and adopt Planning Commission Resolution No. PC 25:001, approving Conditional Use Permit No. 972, subject to conditions of approval included in the resolution.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

**PLANNING COMMISSION
RESOLUTION NO. PC 25:001**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO CONDITIONAL USE PERMIT NO. 972, A REQUEST BY MATTHEW OLDENKAMP/MATTCO FORGE, INC. FOR A CONDITIONAL USE PERMIT TO APPROVE THE RELOCATION OF AN EXISTING 499-GALLON ABOVE-GROUND PROPANE TANK AT 16443 MINNESOTA AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE

WHEREAS, the Planning Commission of the City of Paramount has received an application from Matthew Oldenkamp/Mattco Forge, Inc. to approve the relocation of an existing 499-gallon above-ground propane tank at 16443 Minnesota Avenue in the M-2 (Heavy Manufacturing) zone (for purposes of this resolution, the "Project"); and

WHEREAS, Paramount Municipal Code Section 17.48.030 et seq., a portion of the Zoning Ordinance of the City of Paramount, requires the Planning Commission to duly notice a public hearing, receive a report from staff, conduct the hearing and consider all evidence before it, and thereafter announce its findings and decisions in zoning matters and specifically for conditional use permits; and

WHEREAS, this project is exempt from the provisions of the California Environmental Quality Act (CEQA) as a Section 15311, Class 11 (minor construction/placement of accessory structures) Categorical Exemption pursuant to CEQA Guidelines; and

WHEREAS, on February 5, 2025, the Planning Commission conducted a duly noticed public hearing on the application, at which time it heard a presentation by the Planning Department staff as well as the opportunity for testimony regarding the proposed Project.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The Planning Commission finds that it has conducted all the public hearings necessary and in compliance with State Law and the Municipal Code of the City of Paramount.

SECTION 3. The Planning Commission finds that all requirements of notice have been complied with pursuant to State Law and the Municipal Code.

SECTION 4. The Planning Commission finds that the evidence presented does justify the granting of this application for the following reasons:

1. The requested use at the location proposed will not:
 - a. Adversely affect the health, peace, safety, or welfare of persons residing or working in the surrounding area;
 - b. Be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site; nor
 - c. Jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare; and
2. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this chapter, or as is otherwise required in order to integrate such use with the uses in the surrounding area; and
3. That the proposed site is adequately served:
 - a. By highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate, and
 - b. By other public or private service facilities as are required.

SECTION 5. That pursuant to Resolution No. 82:043 of the City Council the time limit to seek judicial review pursuant to California Code of Civil Procedure is ninety (90) days from the date hereof.

SECTION 6. The Planning Commission hereby approves the applied for Conditional Use Permit as to use in the above-entitled matter, subject to the following conditions:

General

1. **Material Deviation.** Except as set forth in conditions, the project shall take place substantially as shown on the approved site plan. Any material deviation must be approved by the Planning Department before construction.
2. **Affidavit.** This Conditional Use Permit shall not be effective for any purposes until the applicant has first filed at the office of the Planning Commission a sworn affidavit acknowledging and accepting all conditions of this Conditional Use Permit. The affidavit shall be submitted by Friday, February 21, 2025. Failure to provide the City of Paramount with the requisite affidavit within the stated here in above shall render the Conditional Use Permit void.

3. Conditions. All Conditional Use Permit No. 972 conditions of approval shall be included as general notes on all submitted sets of building plans.
4. One-year Approval. This approval is valid for a period of one year from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall terminate and shall be null and void. Time extension may be granted at the discretion of the Planning Commission.
5. Revocation. It is hereby declared to be the intent, that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated, this Permit shall be subject to the revocation process at which time, the Permit may become terminated, and the privileges granted hereunder shall lapse.
6. Violations. It is further declared and made a condition of this Conditional Use Permit that if any condition hereof is violated or if any law, statute, or ordinance is violated, the exception shall be suspended and the privileges granted hereunder shall lapse, provided that the applicant has been given written notice to cease such violation and has failed to do so within thirty (30) days of receipt of said notification.
7. Grounds for Modification, Suspension, Revocation. The applicant understands that an Unclassified Use Permit, Conditional Use Permit, and/or Variance granted under the Zoning Ordinance, or any section thereof, is granted and accepted by all parties with the express understanding that the Planning Commission may hold a public hearing, notice of time and place of which shall be given to the applicant, if one or more of the following conditions exists:
 - a) That the approval was obtained by fraud;
 - b) That the need for which such approval was granted has ceased to exist or has been suspended for one year or more;
 - c) That the Unclassified Use Permit, Conditional Use Permit, and/or Variance is being, or recently has been, exercised contrary to the terms or conditions of such approval or in violation of any statute, provision of the Code, ordinance, law, or regulation;
 - d) That the need for which the approval was granted was so exercised as to be detrimental to the public health or safety or so as to constitute a nuisance (Section 17.48.070, Paramount Municipal Code).

If after such hearing, the Planning Commission finds that any grounds for modification, suspension, or revocation exist, the Planning Commission may modify, suspend, or revoke such Unclassified Use Permit, Conditional Use Permit, and/or Variance.

Permitting

8. Fees. All applicable development fees are due prior to the issuance of building permits.
9. Exterior. No exterior structural alteration or building color change, other than the colors or building treatments originally approved, shall be permitted without the prior approval of the Planning Department.
10. Plans. The plans are subject to approval by the Building and Safety Division of the Planning Department and the Los Angeles County Fire Department.
11. Tenant Improvements. Proposed and any future tenant improvements shall meet all requirements of the Building and Safety Division of the Planning Department.
12. Business License. The applicant and all successor tenants shall obtain and maintain a current City of Paramount business license.
13. Digital Plan Version. An electronic copy (PDF format) of the final approved construction plan set shall be submitted to the Planning Department prior to permit issuance.
14. Floor Plan. The approved floor plan shall not be changed without prior approval by the Planning Department.
15. Future SCAQMD Permits and City Permits. The applicant shall notify and consult with Planning Department staff in advance of any future South Coast Air Quality Management District (SCAQMD) permit applications (permits to operate and permits to construct) to determine any required City permits.

Construction

16. Hours of Construction. Construction shall only take place between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. Construction is prohibited on Sundays and national holidays.
17. Fugitive Dust. The applicant shall comply with South Coast Air Quality Management District Rule 403 regarding reduction of fugitive dust with best available fugitive dust control measures.

18. **Public Notice Board.** A public notice board shall be provided onsite during the period following the approval of the project and the completion of all project construction activities, including site improvements. The notice board shall maintain minimum dimensions of four feet in height and six feet in length, shall be installed in a location visible to the general public from the public right-of-way, and shall detail the nature of the project, including relevant site plan and elevations or renderings. Before installation, the Planning Department shall review the proposed public notice board to confirm the board meets all requirements.

Business Operations

19. **Cleanliness.** The outside premises shall be maintained in a clean manner at all times, and trash and debris shall be promptly removed from the yard areas, landscaped areas, and the surrounding property perimeter.
20. **Security Cameras.** Security cameras shall be installed following City review and approval of a security camera plan. The approved cameras or more technologically advanced versions of the approved cameras shall be maintained in perpetuity. Security camera recordings shall be maintained for at least 30 days and provided for law enforcement review upon request.
21. **Lighting.** A sufficient amount of lighting, as determined by the Planning Department and the Public Safety Department, shall illuminate the premises. New light fixtures as needed shall be reviewed and approved by the Planning Department for their decorative quality and location, and permits shall be obtained.
22. **Agencies.** In the ongoing business operations, the applicant shall comply with all relevant federal, state, and local laws and regulations of all relevant government agencies, including but not limited to (1) the Los Angeles County Fire Department, (2) the South Coast Air Quality Management District, (3) the Los Angeles County Certified Unified Program Agency, (4) Sanitation Districts of Los Angeles County, (5) California Water Board, (6) California Department of Industrial Relations, and (7) the California Department of Resources Recycling and Recovery (CalRecycle).
23. **South Coast Air Quality Management District.** The applicant shall comply with all relevant requirements of the South Coast Air Quality Management District, including but not limited to Rule 402, Rule 403, Rule 1155, Rule 1430, and all conditions of approval of any Permit to Construct and Permit to Operate.
24. **Labor Regulations.** The applicant shall comply with all relevant labor laws and regulations of the Division of Labor Standards Enforcement of the California Department of Industrial Relations and the Division of Occupational Safety and Health (Cal/OSHA).

25. **Objectionable Operations.** All operations conducted on the premises shall not be objectionable by reason of noise, steam, vibration, odor, or hazard.
26. **Noise.** In the ongoing business operations, the applicant shall comply with the Noise Ordinance (Chapter 9.12 of the Paramount Municipal Code).
27. **Signs – Existing.** Any proposed sign or proposed changes to an existing sign shall be reviewed and approved by the Planning Department.
28. **Signs – New.** Signs, banners, and feather flags require separate review and approval by the Planning Department prior to fabrication and installation. Damage to the building exterior from wall signs that have been removed shall be repainted and repaired as needed.
29. **Signs – Windows.** Window sign area shall be limited to 40 percent of each grouping of adjacent panes of glass.
30. **Special Events.** Special events shall be reviewed in accordance with Special Event Permit regulations for possible approval by the Planning Department.
31. **Loading.** All loading and unloading shall be conducted onsite. Truck parking, idling, standing, loading, unloading, or any combination thereof within City of Paramount public streets is prohibited.
32. **Urban Stormwater Management.** The applicant shall comply with Chapter 8.20 (Urban Stormwater Management) of the Paramount Municipal Code. The outside premises shall be maintained in a clean manner at all times, and trash and debris shall be promptly removed from the yard areas, landscaped areas, the parking lot, and the surrounding property perimeter. The parking lot shall be completely swept and maintained free of debris and litter on a weekly basis. Areas adjacent to a parking lot, including, but not limited to, planters, loading and unloading areas, and surrounding public rights-of-way shall be maintained free of debris and litter by sweeping and other equally effective measures. Such debris and litter shall be collected and properly disposed of in compliance with all applicable local, State, and Federal regulations.
33. **Accessibility.** Curbs, walkways, and parking stalls, including standard, compact, and American with Disabilities Act (ADA)-compliant stalls, shall be painted/striped as provided on the associated site plan. Solid striping shall be maintained in good condition.

34. Vandalism. The applicant shall maintain sufficient quantities of matching exterior paint to remove graffiti, blemishes, and peeling paint. Graffiti, blemishes, and peeling paint shall be promptly removed. Graffiti and stickers unrelated to the business on all site features including signs, walls, window panes, mechanical equipment, and curbs shall be removed.
35. Window security bars. The installation of exterior window security bars is prohibited.
36. Tarps. Tarps are prohibited from use as carports, patio covers, shade covers, and covers for outdoor storage in all front and side setback areas, rear yard areas, over driveways, and in parking and circulation areas.
37. Organic Waste. The business shall comply with organic waste disposal requirements of Chapter 13.09 of the Paramount Municipal Code.
38. Landscaping and Irrigation. Existing planters shall be refurbished as needed. A two-inch layer of brown mulch shall be applied in the planters. Red mulch is not an acceptable material. A precise landscaping and irrigation plan shall be submitted showing the size, type, and location of all plant material (including trees, shrubs, groundcover and mulch) and irrigation. The plan shall comply with the Model Water Efficient Landscape Ordinance (MWELo) of the State of California and Chapter 17.96 (Water-Efficient Landscape Provisions) of the Paramount Municipal Code. The plan shall be subject to the approval consideration of the Planning Department and shall be approved separately from the design approval and from the working drawings. Landscaping shall be planted and irrigation shall be installed and maintained in perpetuity in accordance with the approved plan and State and City regulations. No mature trees shall be removed without the authorization of the Planning Department.
39. Perimeter. The block walls, fencing gates, and building exterior along the property perimeter shall be maintained in good condition, free of blemishes and in repair.
40. Outside Storage. Outside storage shall not be expanded without an approved conditional use permit.
41. Digital Media Presentation. The business shall comply with Section 17.36.050(F) of the Paramount Municipal Code (Ordinance No. 1188 as adopted by the City Council on September 10, 2024) regarding the production of a video summarizing business operations by September 10, 2026.
42. Administrative Action. The applicant shall comply with all requirements of Administrative Action No. 1968 as required by Paramount Municipal Code Section 17.36.060.

Unpermitted Fencing

43. Legalization of Unpermitted Fencing – Setback, Height, and Structure. By March 5, 2025, the applicant shall submit a complete zone variance application to the Planning Department for Planning Commission consideration of a zone variance regarding the location of the unpermitted fencing installed in the front setback. If the Planning Commission denies the application, the unpermitted fencing shall be completely removed by April 4, 2025. If the Planning Commission approves the zone variance application, the applicant shall submit construction plans, meeting all submittal requirements, by April 4, 2025.
44. Legalization of Unpermitted Fencing – Design. Following City review and approval in accordance with the Paramount Municipal Code, the sheet metal installed on the metal perimeter fencing along Minnesota Avenue and Jackson Street shall be either (1) painted by a professional muralist or by community members guided by a professional muralist or (2) receive decorative laser-cut steel throughout. The work shall be completed by September 2, 2025.

Final Approval

45. At the completion of the project, final approval from the Planning Division shall be obtained prior to Building and Safety Division final approval. All conditions of approval shall be met prior to final approval by the Planning Division.

SECTION 7. Appeal. Within 10 calendar days after approval of this Resolution by the Planning Commission, any aggrieved or interested person may, if dissatisfied with or aggrieved by the action of the Planning Commission, file with the City Clerk an appeal in writing to the City Council from such action of the Planning Commission upon depositing a filing fee in the amount of \$531.25, which is one-half of the \$1,062.50 required on filing the original application. The filing of such appeal within the stated time shall stay the effective date of the decision of the Planning Commission until such time as the City Council has acted on the appeal as set forth in this chapter. The hearing on the appeal by the City Council shall be a hearing de novo. In the absence of such appeal, the action of the Planning Commission shall be final.

SECTION 8. If not appealed, this Resolution shall take effect at the expiration of the appeal period set out in Section 7, above.

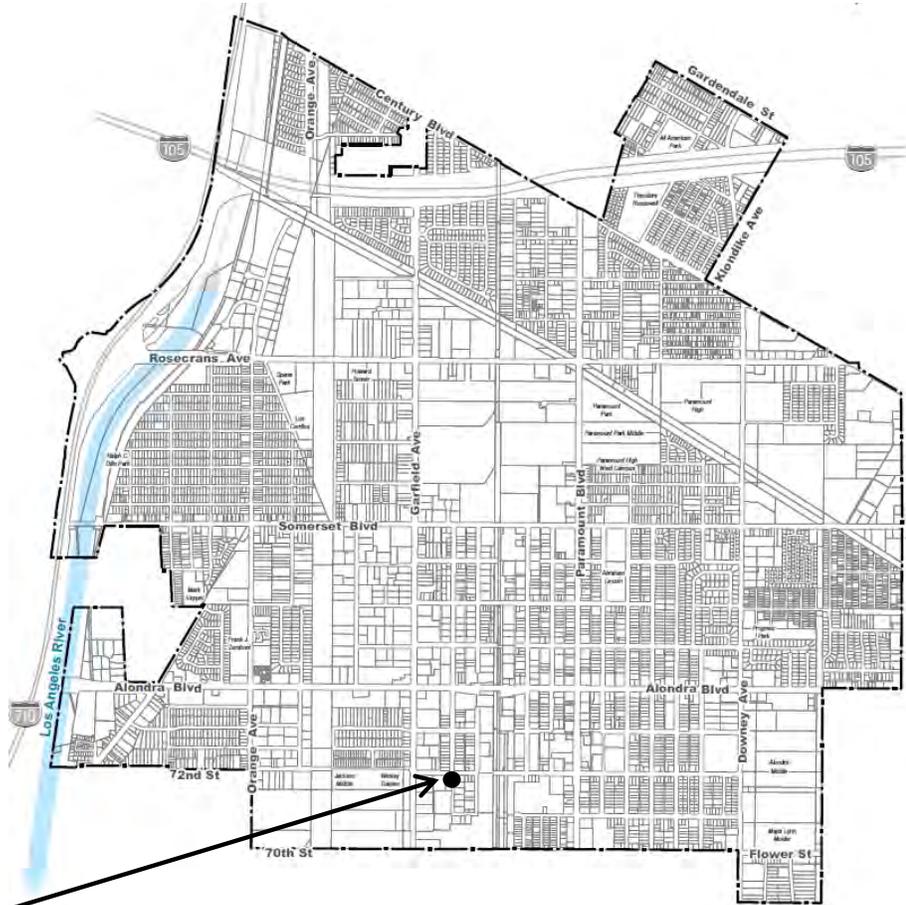
PASSED, APPROVED, and ADOPTED this 5th day of February 2025.

Gordon Weisenburger, Chair

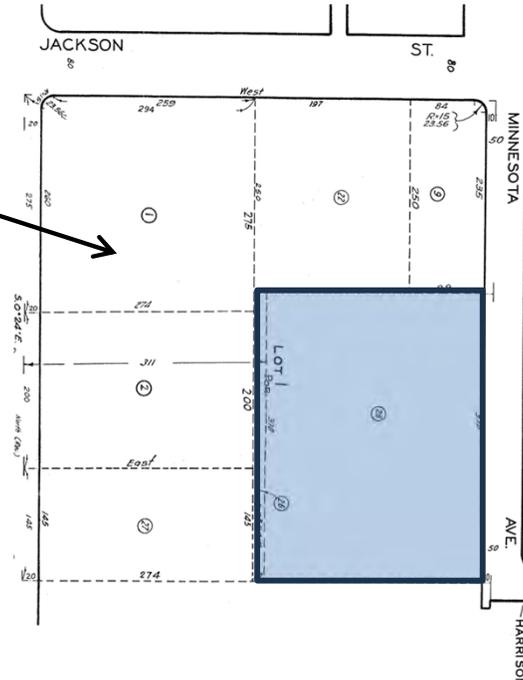
Attest:

Biana Salgado, Administrative Assistant

Conditional Use Permit No. 972



Subject
Property



16643 Minnesota Avenue

FEBRUARY 5, 2025

PUBLIC HEARING

TENTATIVE PARCEL MAP NO. 084713

- A. OPEN THE PUBLIC HEARING.
- B. MOTION IN ORDER:
- C. CONTINUE THE PUBLIC HEARING TO MARCH 3, 2025.

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



To: Honorable Planning Commission
From: John King, AICP, Interim Planning Director
By: Ivan Reyes, Associate Planner
Date: February 5, 2025

**Subject: TENTATIVE PARCEL MAP NO. 084713
CREATE FOUR SINGLE-FAMILY LOTS FROM ONE**

BACKGROUND

This item is a request by Colorado 4, LP to create four single-family properties from one at 15538 Colorado Avenue in the R-M (Multiple-Family Residential) zone.

The applicant has submitted a development review application for the same address and is scheduled to be heard later this evening during the Development Review Board. Staff recommends continuing the agenda item to the March 3, 2025, Planning Commission meeting.

RECOMMENDED ACTION

Open and continue the public hearing for Tentative Parcel Map No. 084713 to the March 3, 2025, Planning Commission meeting.

FEBRUARY 5, 2025

ORAL REPORT

CITY COUNCIL ACTIONS

FEBRUARY 5, 2025

PLANNING COMMISSION

COMMENTS FROM CITY ATTORNEY, COMMISSIONERS, AND STAFF