

AGENDA

Paramount City Council
August 20, 2019



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

City of Paramount

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

Public Comments: If you wish to make a statement, please complete a Speaker's Card 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 rostrum provided for the public. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2027 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Note: Agenda items are on file in the City Clerk's office and are available for public inspection during normal business hours. Materials related to an item on this Agenda submitted after distribution of the agenda packet are also available for public inspection during normal business hours in the City Clerk's office. The office of the City Clerk is located at City Hall, 16400 Colorado Avenue, Paramount.

Notes

CALL TO ORDER:

Mayor Tom Hansen

ROLL CALL OF
COUNCILMEMBERS:

Councilmember Laurie Guillen
Councilmember Peggy Lemons
Councilmember Brenda Olmos
Vice Mayor Daryl Hofmeyer
Mayor Tom Hansen

[CITY COUNCIL PUBLIC COMMENT UPDATES](#)

PUBLIC COMMENTS

CONSENT CALENDAR

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

1. [APPROVAL](#) Fuel Purchase Agreement By and Between the County of Los Angeles and the City of Paramount

2. [APPROVAL](#) Agreement for Professional Services – Hinderliter de Llamas & Associates (HdL)

NEW BUSINESS

3. [APPROVAL](#) Landscaping Services by Brightview Landscape Services (City Project No. 9933)

4. [REPORT](#) Digital Billboards

5. [APPROVAL](#) Proposed Revision of Farmers Market Hours as Specified in Exhibit A of the Agreement with Veterans Farmers Markets

6. [REPORT](#) Development of a Non-Profit Paramount Historical Society

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To a meeting on September 3, 2019 at 6:00 p.m.

City Council Public Comment Updates

August 20, 2019

From the August 6, 2019 City Council Meeting:

Resident	Request/Issue/Concern	Action/Comment
Robert & Starr Mack	Remove ivy from a block wall on Downey Avenue near Rancho Dorado and place a trash receptacle near this location	Staff inspected the location and trimmed the overgrown ivy. The trimming of this ivy will be scheduled on a regular basis. A trash receptacle will be placed at the location in the near future as part of the City's overall litter abatement program.

AUGUST 20, 2019

AGREEMENT

FUEL PURCHASE AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF PARAMOUNT

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LOS ANGELES.

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



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Lopez, Public Safety Director
Margarita Matson, Assistant Public Safety Director
Date: August 20, 2019

Subject: FUEL PURCHASE AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF PARAMOUNT

Included in the Fiscal Year 2019-2020 Budget is a 5-year service agreement with the following agency:

- County of Los Angeles, Internal Services Department – Fuel Purchase Agreement

This agreement (attached) allows the City of Paramount to continue providing these critical public safety services to the community through the above agency.

RECOMMENDED ACTION

It is recommended that the City Council approve and authorize the Mayor to enter into an agreement with the County of Los Angeles.

**FUEL PURCHASE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PARAMOUNT**

This Fuel Purchase Agreement ("Agreement") is made and entered into by and between the County of Los Angeles ("County"), by and through the Los Angeles County Internal Services Department ("Internal Services Department"), and the City of Paramount ("City") for the County's purchase of fuel from the City.

- A. WHEREAS, the County and the City have entered into a Municipal Law Enforcement Services Agreement under which the Los Angeles County Sheriff's Department ("Sheriff's Department") provides general law enforcement services to the City; and
- B. WHEREAS, the Internal Services Department is authorized by Los Angeles County Code section 2.81.800 to enter into agreements for the purchase of supplies required by the County; and
- C. WHEREAS, the County and City desire to formalize an agreement under which the Sheriff's Department can purchase fuel from the City for use in fulfilling the Municipal Law Enforcement Services Agreement between the County and the City.

NOW THEREFORE, the County and the City hereby agree as follows:

1. FUEL PURCHASE

At the request of the City, the Sheriff's Department vehicles contracted by the City under the Municipal Law Enforcement Services Agreement between the County and the City may be fueled up by the Sheriff's Department at City fuel pumps on an as-needed basis. This Agreement does not obligate the Sheriff's Department to exclusively fuel contracted Sheriff's Department vehicles with fuel provided by the City.

2. REIMBURSEMENT AND BILLING RATES

- 2.1 The County agrees to reimburse the City for fuel utilized by contracted Sheriff's Department vehicles. A written reimbursement request shall be initiated by the City and forwarded to the Unit Commander at the Sheriff's Department's Lakewood Patrol Station at the end of each month. The written reimbursement

request shall indicate the number of gallons of fuel that was utilized by the contracted Sheriff's vehicles for the given month. Payment for fuel reimbursement shall be made to the City by the Sheriff's Department within thirty (30) calendar days of receiving a written request for reimbursement.

2.2 The County shall be billed by the City for fuel at the rate per gallon that the Sheriff's Department pays per gallon to its County-contracted fuel vendors. The City is aware that the Sheriff's Department's price paid per gallon may or may not be less than that of the City price paid per gallon to its City-contracted fuel vendors. This cost difference, if any, shall be absorbed by the City. The Sheriff's Department, Fiscal Administration Bureau, shall provide the City with a monthly price per gallon statement based on the actual amount paid by the Sheriff's Department to its County-contracted fuel vendors.

3. TERM

The term of this Agreement shall commence July 1, 2019, or upon execution by both parties, whichever is later, and shall terminate on June 30, 2024, unless sooner terminated as provided herein.

4. TERMINATION

4.1 The County and the City each have the right to terminate this Agreement unilaterally at any time with or without cause with thirty (30) calendar days advance written notice, or upon a mutually agreed upon amount of time.

4.2 The term of this Agreement shall terminate automatically upon termination of the Municipal Law Enforcement Services Agreement between the County and the City.

5. MUTUAL INDEMNIFICATION

5.1 The County shall indemnify, defend, and hold harmless the City from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

5.2 The City shall indemnify, defend, and hold harmless the County from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

6. NOTICES

6.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

6.2 Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Contract Law Enforcement Bureau
211 W. Temple St., 7th Floor
Los Angeles, CA 90012

With a copy to:

Los Angeles County Internal Services Department
Attn: Ted Lo
1100 N. Eastern Avenue
Los Angeles, CA 90063

6.3 Notices to the City shall be addressed as follows:

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

7. ENTIRE AGREEMENT

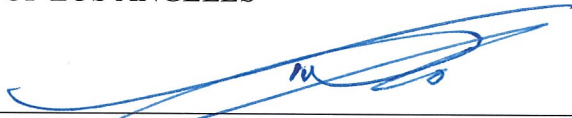
This Agreement constitutes the entire understanding between the parties regarding this

subject matter and supersedes any prior oral, written, or other communication. Any modification to this Agreement must be in the form of a written Amendment which is executed by both parties.

FUEL PURCHASE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PARAMOUNT

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed on
by their duly authorized officers on the dates written below.

COUNTY OF LOS ANGELES

By  5-30-19
Purchasing Agent Ted Lo Date

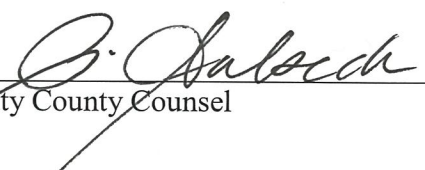
CITY OF PARAMOUNT

By _____ Date

REVIEWED AND APPROVED:
LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT:

By  06/19/19
Alex Villanueva, Sheriff Date

APPROVED AS TO FORM:
Mary C. Wickham
County Counsel

By  5/30/19
Deputy County Counsel Date

AUGUST 20, 2019

AGREEMENT FOR PROFESSIONAL SERVICES - HINDERLITER
DE LLAMAS & ASSOCIATES (HDL)

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR TO ENTER INTO THE FIRST
AMENDMENT TO AGREEMENT FOR SALES, USE AND
TRANSACTIONS TAX SERVICES WITH HINDERLITER DE LLAMAS &
ASSOCIATES (HDL)

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



To: Honorable City Council
From: John Moreno, City Manager
By: Karina Lam, Finance Director
Date: August 20, 2019

Subject: AGREEMENT FOR PROFESSIONAL SERVICES - HINDERLITER DE LLAMAS & ASSOCIATES (HDL)

Since 1996, the City has contracted with Hinderliter de Llamas & Associates (HdL) to provide auditing and consulting services for sales, use and transaction taxes and property tax. There are limited firms that offer these consulting services and HdL is a leader in the industry. HdL has over 30 years of experience providing consulting and revenue enhancement services to California local governments. They currently serve over 500 government agencies and have recovered more than \$2 billion in revenue for their clients via their tax auditing services. HdL's team has extensive economic development, finance and local government experience that allows them to analyze the City's revenue in detail and provide relevant and timely information to support effective short and long-term fiscal and economic planning.

A highlight of their services includes:

Sales Tax Management Services

- Examine all sales and use tax records of the California Department of Tax and Fee Administration (CDTFA), formerly State Board of Equalization, pertaining to sales, use and transactions taxes collected by CDTFA on behalf of the City
- Provide quarterly analysis, customized newsletters, software, quarterly computer updates, and on-call assistance with sales tax projections for proposed projects
- Provide on-call services for proposed projects related to economic development, budgeting and related revenue collection

Sales Tax Audit Services

- Perform ongoing sales tax audits to identify and correct point of sale, County/State pool, and/or other distribution or reporting errors and thereby generate additional unrealized sales, use and transactions taxes income for the City
- Contact state agencies, staff, and management or accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity
- Prepare and submit all information necessary to correct any allocation errors or point of sale misallocations that are identified to ensure that all back quarterly payments due to the City are recovered

HdL offers sales tax management services at a monthly fixed rate, and the sales tax audit services are offered at a percent based rate. For sales tax management, HdL's sales and use tax contract fee of \$400 per month has been held at the current level since the agreement was originally executed on October 1, 1996. HdL is proposing to raise the monthly amount to \$475 per month including an annual Consumer Price Index adjustment while maintaining the auditing fee at 15% of the actual sales taxes recovered by HdL. The 15% audit fees are billed only after completion of the audit and only after the City receives the recovered revenues. HdL's contract fee for property tax remains the same at \$12,600 per year.

Attached for your review is the First Amendment to Agreement for Sales, Use and Transactions Tax Services.

RECOMMENDED ACTION

It is recommended that the City Council approve and authorize the Mayor to enter into the First Amendment to Agreement for Sales, Use and Transactions Tax Services with Hinderliter de Llamas & Associates.

CITY OF PARAMOUNT
FIRST AMENDMENT TO
AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Sales, Use and Transactions Tax Services ("First Amendment") is entered into on the 20th day of August, 2019, by and between the CITY of Paramount organized under the laws of the State of California, with its principal place of business at 16400 Colorado Avenue, Paramount, CA 90723-5091 ("CITY") and Hinderliter de Llamas and Associates, a California corporation, with its principal place of business at 120 S. State College Blvd., Suite 200, Brea, CA 92821 ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Sales, Use and Transaction Tax Services dated October 1, 1996 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement for ongoing consultation for Sales Tax Audit and Information Services.

Increase for Sales and Use Tax Reports.

2.3 Compensation. Consideration of the Agreement is hereby amended as follows:

A. CONTRACTOR shall provide the sales tax and economic analysis services described in Section V for a fee of **\$475** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONTRACTOR.

FIRST AMENDMENT TO AGREEMENT FOR SALES, USE AND
TRANSACTIONS TAX SERVICES

Page 2

- B. CONTRACTOR shall be further paid **15%** of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.
1. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration. CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of CONTRACTOR'S work in support of recovery of subject revenue, including, without limitation, copies of CDTFA 549-S petition forms of any other correspondence between CONTRACTOR and the Department of Tax and Fee Administration or the taxpayer.
 2. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONTRACTOR's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR's Services.
- C. CONTRACTOR shall invoice CITY for any consulting and other optional Services rendered to CITY based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$325 per hour
Programmer	\$295 per hour
Senior Analyst	\$245 per hour
Analyst	\$195 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

FIRST AMENDMENT TO AGREEMENT FOR SALES, USE AND
TRANSACTIONS TAX SERVICES

Page 3

E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).

F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

2.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PARAMOUNT

HINDERLITER DE LLAMAS & ASSOC.

By: _____
Tom Hansen, Mayor

By: _____
Andrew Nickerson, President

ATTEST:

By: _____
Lana Chikami, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

AUGUST 20, 2019

LANDSCAPING SERVICES BY BRIGHTVIEW LANDSCAPE SERVICES
(CITY PROJECT NO. 9933)

MOTION IN ORDER:

APPROVE THE PURCHASE OF LANDSCAPING SERVICES FOR
REFURBISHMENT OF STREET MEDIANS ON ROSECRANS AVENUE
BY BRIGHTVIEW LANDSCAPE SERVICES, GARDENA, CALIFORNIA, IN
THE AMOUNT OF \$156,714.

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



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Wendy Macias, Public Works Manager
Date: August 20, 2019

**Subject: LANDSCAPING SERVICES BY BRIGHTVIEW LANDSCAPE SERVICES
(CITY PROJECT NO. 9933)**

As part of the City's ongoing work throughout its main arterials, included in this year's Budget are funds for the renovation of potable water medians along Rosecrans Avenue, starting at the west City limit and continuing to the City's east city limit. Improvements to the medians will be similar to the drought tolerant landscaping installed on Paramount Boulevard and Downey Avenue. The drought tolerant landscape replaces the median turf that died as a result of the governor's order to ban the irrigation of turf on street medians unless it is done with reclaimed water.

The proposed improvements to the medians on Rosecrans Avenue will include the removal of existing dead turf and landscaping, the installation of a drip irrigation system, and the installation of drought tolerant plants consistent with the planting scheme used on Paramount Boulevard and Downey Avenue.

Brightview Landscape Services, who currently is the City's exclusive landscape maintenance contractor, provided a quote of \$156,714. The City's contract with Brightview allows for the addition of extra work. In an effort to maintain consistency in quality of landscaping and service, Brightview will be overseeing the project and making the improvements.

According to the City's purchasing policy, purchases of equipment or services in excess of \$25,000 needs to be approved by the City Council. The installation of new landscaping is provided in our existing landscaping contract with Brightview and, therefore, does not require competitive bidding.

RECOMMENDED ACTION

It is recommended that the City Council approve the purchase of landscaping services for refurbishment of street medians on Rosecrans Avenue by Brightview Landscape Services, Gardena, California, in the amount of \$156,714.

AUGUST 20, 2019

DIGITAL BILLBOARDS

MOTION IN ORDER:

CONSIDER UPDATING THE PARAMOUNT MUNICIPAL CODE/ZONING ORDINANCE TO ESTABLISH REGULATIONS FOR THE LIMITED CONSTRUCTION AND OPERATION OF A DIGITAL BILLBOARD.

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



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
John King, AICP, Assistant Planning Director
Date: August 20, 2019

Subject: DIGITAL BILLBOARDS

Introduction

This is an introductory discussion item regarding digital billboards. Paramount has maintained a longstanding goal of carefully balancing the need for business advertising while avoiding sign overproliferation. While business sponsorships allow for temporary “soft” advertising to help offset costs of City events, the City Council has customarily directed staff to avoid proposals for permanent types of advertising. For example, bus stop shelters and public trash receptacles do not feature marketing that would detract from the public aesthetic that the City has diligently worked to improve.

The City Council has taken action through the years to regulate commercial signs in general and reduce the number of traditional billboards in Paramount. Some examples include billboards removed from Alondra Boulevard for the railroad grade separation, billboards removed for commercial rehabilitation projects (such as Ace Auto Wrecking on Rosecrans Avenue), billboards on Metro property, and a billboard at the Mustang Country location on Lakewood Boulevard. That tradition of reducing the number of billboards throughout town when possible and minimizing sign clutter will still stand. That said, billboards remain in Paramount, and further removal is prohibitively expensive without a creative, ancillary means of achieving their removal.

History – Digital Billboard

In mid-2016, staff began considering the possibility of allowing a digital billboard along the Long Beach (I-710) Freeway in a remote area in which successive property owners have been unsuccessfully attempting to secure a permitted development for years. The location is a relatively nondescript area to the north of Rosecrans Avenue and “sandwiched” between the Los Angeles River and the 710 Freeway. At 10 acres of undeveloped land with absentee owners, in recent years the site has drawn the attention of people experiencing homelessness. Homeless encampments have been ongoing health and safety issues that have proved complex and costly to remove, and each response with law enforcement, mental health, and supportive housing professionals has become wrought with more challenges. With the context of these blighted conditions encouraging encampments, the possibility of a limited-access billboard lease area would be one remedy for these concerns.

As cities along the 710-corridor (and other freeways) have permitted more digital billboards with freeway visibility, drivers and vehicle passengers tend not to directly associate these billboards with the adjacent cities. The effect is an overall “freeway advertising zone.” Additionally, the precise proposed area in Paramount is effectively closed off to regular traffic due to the extremely close proximity (50 feet) between the access road and the northbound freeway onramp from Rosecrans Avenue. Following is an aerial photo indicating the subject location:



After inventorying the holdover conventional billboards along Paramount arterials, the thought at the time was to pursue a strategy in which a billboard company with existing signs along City streets would be authorized to construct an electronic billboard along a freeway in exchange for removing the street billboards. Only two billboard companies – Clear Channel Outdoor and Outfront – own billboards along Paramount roadways, and it soon became clear to staff that these two corporations were uninterested in such an exchange-type of proposal.

Considerations

Although Clear Channel Outdoor and Outfront are not actively pursuing a digital billboard installation at this time, all indications point to smaller, more niche billboard companies taking an interest in the above location along the Long Beach Freeway. There are some obvious negatives that need to be avoided – excessively bright lights that could shine on residences, images changing frequently to the point of distraction,

and unattractive design. At this preliminary stage, lighting technology seems to have advanced to the level in which sign illumination is not a nuisance, but a sign company will need to demonstrate as such with a proposal before moving forward. One consideration is the potential for revenue sharing that would bring in funds ranging from \$75,000 to \$100,000 annually to the City for a double-face sign, and another is a percentage of displays required to advertise community events and messages. As with all projects in the public view, superior design is critical, and one thought is to include design elements that acknowledge and connect with the nearby Los Angeles River. A billboard company would be required to take all reasonable measures to protect the lease area from trespassers and vandals.

Given the many commercial speech/First Amendment ramifications, the City Attorney will take the lead in crafting a sound zoning ordinance text amendment and the actual development agreement for a project. After regulations are implemented in general, the Planning Commission will review a conditional use permit, the Development Review Board will review the design, and the City Council will review a development agreement. Approval from Caltrans in accordance with the California Outdoor Advertising Act is also required for any freeway billboard.

Conclusion

The decision to bring the possibility of digital billboard regulations to the City Council for consideration is not taken lightly. Revising the Zoning Ordinance for a potential sign is a marked change of course from previous policy, but staff believes a precisely developed ordinance that is constitutionally sound will be advantageous for the reasons summarized below:

- A proposed billboard sign will be directed to a freeway that is located on the western fringe of Paramount.
- A billboard would not face an arterial or other surface street.
- Lighting will not be allowed to be a nuisance to surrounding neighborhoods (including the Rio Puente mobile home park south of Rosecrans Avenue).
- Homeless encampments will partially be remedied by a secure billboard lease area.
- For decades, development of the site has not been possible given the configuration in place when the freeway was constructed in the 1950s.
- Creative and artistic design can improve the appearance of a billboard so it is not supported by a plain, uninteresting pole.
- In a time of structural budget deficits as retail spending habits shift to online purchases, the City will benefit from a revenue sharing agreement with a billboard company.
- A percentage of advertising time dedicated to the promotion of community events will be agreed upon between a billboard company and the City.

RECOMMENDED ACTION

It is recommended that the City Council consider updating the Paramount Municipal Code/Zoning Ordinance to establish regulations for the limited construction and operation of a digital billboard.

AUGUST 20, 2019

PROPOSED REVISION OF FARMERS MARKET HOURS AS SPECIFIED
IN EXHIBIT A OF THE AGREEMENT WITH VETERANS FARMERS
MARKETS

MOTION IN ORDER:

APPROVE OR MODIFY THE REVISED HOURS OF OPERATION IN EXHIBIT
A OF THE AGREEMENT WITH VETERANS FARMERS MARKETS.

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



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Recreation Director
Date: August 20, 2019

**Subject: PROPOSED REVISION OF FARMERS MARKET HOURS AS SPECIFIED
IN EXHIBIT A OF THE AGREEMENT WITH VETERANS FARMERS
MARKETS**

Since April 5, 2019, Veterans Farmers Markets has operated our weekly farmers market event at Progress Park. The current agreement allows them to operate the market from 11:00 a.m. to 4:00 p.m. Veterans Farmers Markets has requested to change the hours of operation to 9:00 a.m. to 2:00 p.m. The request is being made based on their review of traffic patterns that show little to no sales after 2:00 p.m.

Attached for your approval is a revised Exhibit A to the agreement with Veterans Farmers Markets that identifies the proposed allowed hours of operation and setup time as well as the required clean-up and exit time.

RECOMMENDED ACTION

It is recommended that the City Council approve or modify the revised hours of operation in Exhibit A of the Agreement with Veterans Farmers Markets.

AGREEMENT FOR FARMERS MARKET SERVICES

EXHIBIT A - SCOPE OF WORK

Veterans Farmers Markets will provide the following services to the City of Paramount:

1. Provide a weekly Farmers Market event at Progress Park, 15500 Downey Ave., Paramount, CA each Friday from 9:00 a.m. to 2:00 p.m.
2. The Farmers Market shall operate within the confines of the south parking lot and the adjacent park space at Progress Park and shall not operate before 7:00 a.m. or after 4:00 p.m. (see attached map).
3. The operational hours of the market shall be from 9:00 a.m. to 2:00 p.m.
4. The north parking lot at Progress Park will be available for participants of the weekly Farmers Market but shall not be used by vendors associated with Veterans Farmers Markets.
5. Veterans Farmers Markets shall be responsible for all collection and removal of trash generated by the weekly Farmers Market event and all trash and debris shall be removed by 4:00 p.m.
6. Veterans Farmers Markets shall be responsible for ensuring that all vendors and participants conform to and obey all park rules, applicable City Ordinances, and all other rules and regulations of Federal, State, and Local government authorities during the operation of the weekly Farmers Market. If issues arise that are of concern to the City and after consultation with the City, Veterans Farmers Markets may be required by the City to provide parking attendants/security at the Veterans Farmers Markets' expense. Any parking attendants required by the City and provided by Veterans Farmers Markets will provide traffic control within the parking lot of Progress Park as necessary to control adequate ingress and egress and traffic flow within the parking lot.
7. Veterans Farmers Markets shall apply and be responsible for the timely payment thereof for all applicable County of Los Angeles and State of California permits and fees as they relate to the operation of a Farmers Market in the City of Paramount and provide copies of said permits to the City.
8. Veterans Farmers Markets shall pay for any and all damages considered outside reasonable wear and tear that occur as a direct result of the weekly Farmers Market. Costs for such damages will be determined by the City and will include all labor and material to repair said damage.
9. In the event of a scheduled function at Progress Park Plaza that is in conflict with the Farmers Market, Veterans Farmers Markets agrees that the Farmers Market may be cancelled or moved to an agreed upon temporary location.

AGREEMENT FOR FARMERS MARKET SERVICES

10. The City shall be responsible for barricading the Farmers Market area of operation and ensuring full access to Veterans Farmers Markets on the day of the weekly Farmers Market.
11. Veterans Farmers Markets shall responsible for the setup of booths, tables and chairs associated with the eating areas for the farmers market.
12. Veterans Farmers Markets shall continuously provide fresh fruit and vegetable vendors at each market and ensure they meet all County and State health requirements.
13. Veterans Farmers Markets shall continuously provide hot food vendors and ensure that they meet all County and State health requirements.
14. Veterans Farmers Markets shall supplement the market with various craft vendors. However, all craft vendors shall only sell products that are not in violation of any State, County, or Municipal Code.
15. Veterans Farmers Markets shall provide the City with 2-weeks advance notice of any informational vendors and the City retains the right of refusal to allow these vendors space at the market.
16. The City shall provide at various times informational vendors that meet a City need for marketing of community-related information.
17. Veterans Farmers Markets shall be responsible for the setup of any booths, tables, and chairs required by any groups it invites to attend the market.
18. The City shall be responsible for any booths, tables, and chairs required by any groups it invites to attend the market.

VETERANS FARMERS MARKETS

Andrew Crosby

Date

AUGUST 20, 2019

DEVELOPMENT OF A NON-PROFIT PARAMOUNT HISTORICAL
SOCIETY

MOTION IN ORDER:

AUTHORIZE THE FORMATION OF A NON-PROFIT PARAMOUNT
HISTORICAL SOCIETY.

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



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Recreation Director
Marlene Ramirez, Recreation Supervisor
Date: August 20, 2019

Subject: DEVELOPMENT OF A NON-PROFIT PARAMOUNT HISTORICAL SOCIETY

BACKGROUND

With the recent celebration of the Paramount's 60th Anniversary and the development of an annual Heritage Festival special event, there has been direction from the City Council to look into the development of a Paramount Historical Museum, similar to what other local area cities have to recognize their unique histories. This renewed focus on our development as a community led to a "grassroots" creation of a Paramount Heritage Committee led by a group of residents. This committee then led the return of a heritage street parade that had been absent for nearly 50 years.

There is currently an on-going effort by City staff to identify funding and locations for an eventual home for a Paramount Historical Museum. City staff have also visited multiple local area museums and worked with graduate students from Pepperdine University and Cal State University of Los Angeles who researched how these municipal museums operate. All of the local area museums operate under 501(c)3 non-profit status with a board of directors. Involvement by their respective cities is minimal and range from administrative assistance, use of property, or financial support.

Initially, the development of a non-profit Paramount Historical Society will give us the basis to begin marketing the effort to our community and to provide an organization to which historical items can be donated for the museum. These donated items will need to be reviewed and evaluated for their ability to accurately and appropriately illustrate the history of our city, its settlement and development.

RESEARCH

Based on the research of the graduate students and our own visitations to local area museums, the following are the critical steps necessary to create a non-profit historical society:

- Create Articles of Incorporation and By-Laws to govern the non-profit organization. We will use the research from the graduate students mentioned above to help develop the Articles of Incorporations and By-Laws.

- Market and recruit to obtain a group of interested volunteers and board members for the non-profit organization. The board members will be appointed by the City Council and volunteers for the organization will be selected and appointed by the Board upon review and acceptance by the City.
- Apply to the State of California for recognition as a 501(c)3 non-profit corporation.
- Develop and employ a marketing plan on how to best reach the public about the existence of the non-profit historical society and begin collecting and archiving the City's history and cultural artifacts.

The Board of Directors will need to be formed prior to application for the 501(c)3 to allow the Chair of the Board to be the signatory to the application and not a City official.

The Paramount Heritage Parade Committee that formed last year to operate an annual parade, to be held in conjunction with the City's Heritage Festival, would be a natural place for us to recruit for board members and volunteers for the proposed Paramount Historical Society. However, the recruitment to be a part of the Paramount Historical Society would be open to all community members with equal consideration given to all interested parties. It is very possible that, if most members of the Heritage Parade Committee become members of the Paramount Historical Society, the parade could become part of the duties of the Historical Society.

Once the Articles of Incorporation and By-Laws are developed, they will be reviewed by the City Attorney and we will return to the City Council for approval. Once the Board for the Paramount Historical Society is in place, along with the Articles of Incorporation and By-Laws, the application for the 501(c)3 can be submitted.

RECOMMENDED ACTION

It is recommended that the City Council authorize the formation of a non-profit Paramount Historical Society.