



# **Town of Paradise Town Council Meeting Amended Agenda 6:00 PM – October 13, 2020**

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**Town of Paradise Council Chamber – 5555 Skyway, Paradise, CA**

Mayor, Greg Bolin  
Vice Mayor, Steve Crowder  
Council Member, Jody Jones  
Council Member, Melissa Schuster  
Council Member, Mike Zuccolillo

Town Manager, Kevin Phillips  
Town Attorney, Mark Habib  
Town Clerk, Dina Volenski  
Community Development Director, Susan Hartman  
Administrative Services Director/Town Treasurer, Brooke Kerrigan  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, Garrett Sjolund  
Chief of Police, Eric Reinbold  
Disaster Recovery Director, Katie Simmons

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item

The meeting will be open to the public on a limited basis. This means there will be reduced seating capacity, social distancing will be practiced and face masks are required. (please note, our limited capacity is 20 people and when that is reached, the doors will be closed) Attendees may need to rotate seating positions to allow participation from those in attendance. Public speakers will be asked to complete speaker cards and may need to wait outside until they are called to speak.

Observers choosing not to attend in person may view the meeting livestreamed via the town's website at <https://livestream.com/townofparadise>

Comments may be submitted via e-mail to [dvolenski@townofparadise.com](mailto:dvolenski@townofparadise.com) prior to 5:30 p.m. the day of the meeting. Comments will not be accepted via livestream.

- A. If you wish to address the Council regarding a specific agenda item, please complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
- B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, "Public Communication." Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

## 1. **OPENING**

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Information on Housing Grants availability - Rebuild Paradise Foundation Charles Brooks
- 1f. Update on Covid-19 - Butte County Health Officer - Dr. Robert Bernstein
- 1g. Camp Fire Recovery Updates:
  - Hazard Tree Removal Programs, Housing Study and Broadband Update – Disaster Recovery Director Katie Simmons
  - Wastewater Disposal System, Road Projects Update – Town Engineer/Public Works Director Marc Mattox
  - Code Enforcement -, Community Development Update– Community Development Director Susan Hartman
  - Business Update - Assistant to the Town Manager Colette Curtis

## 2. **CONSENT CALENDAR**

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- [2a.](#) p5 Approve minutes from the September 8, 2020 Special and Regular Town Council meetings.
- [2b.](#) p12 Approve September 2020 Cash Disbursements in the amount of \$2,008,954.98
- [2c.](#) p20 Review and file the 4th Quarter Investment report for the Fiscal Year ended June 30, 2020
- [2d.](#) p26 Adopt Resolution No. 20-\_\_\_, A Resolution of the Town Council of the Town of Paradise rescinding Resolution 09-14 and approving the California Department of Transportation Disadvantaged Business Enterprises (DBE) Implementation Agreement.
- [2e.](#) p49 Adopt Resolution No. 20-\_\_\_, A Resolution of the Town Council of the Town of Paradise authorizing agents to execute an application with the California Governor's Office of Emergency Services for obtaining certain federal financial assistance.
- [2f.](#) p51 Adopt Resolution No. 20-\_\_\_, A Resolution of the Town Council of the Town of Paradise Adopting Program Guidelines for the Camp Fire Recovery: Septic Repair and Replacement Pilot Program funded by the State Water Resources Control Board.
- [2g.](#) p63 1. Adopt Resolution No. 20-\_\_\_A Resolution of the Town Council of the Town of Paradise Authorizing Examination of Sales, Use and Transactions Tax Records; and, 2. Consider authorizing the Town Manager to execute an agreement with HdL Companies for services of sales, use, and transactions tax auditing, monitoring and reporting; and, 3. Consider authorizing the examination of sales, use, and transactions tax records on

### **3. ITEMS REMOVED FROM CONSENT CALENDAR**

### **4. PUBLIC COMMUNICATION**

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

### **5. PUBLIC HEARINGS**

#### **Public Hearing Procedure:**

- A. Staff Report
- B. Mayor opens the hearing for public comment in the following order:
  - i. Project proponents (in favor of proposal)
  - ii. Project opponents (against proposal)
  - iii. Rebuttals – if requested
- C. Mayor closes the hearing
- D. Council discussion and vote

5a. p73 Conduct the duly noticed and scheduled public hearing concerning the establishment of a needle and syringe exchange program within the Town of Paradise. Upon conclusion of the public hearing adopt the following recommended action: 1. Concur with the project "CEQA determination" finding presented and considered by the Planning Commission on September 15, 2020, and embodied within Planning Commission Resolution No. 20-02; and, 2. Consider waiving the first reading of Town Ordinance No. 599 and read by title only; and, 3. Introduce Town Ordinance No. 599, An Ordinance Amending Text Regulation within Title 17 of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs within the Town of Paradise not Associated with a Health Facility" (ROLL CALL VOTE)

5b. p96 1. Conduct the duly noticed and scheduled public hearing to solicit comments regarding a proposed Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant. (This is the first of two public hearings, no action is requested at this time.)

5c. p100 Conduct the duly noticed and scheduled public hearing to establish Underground Utility District 20-1. Upon conclusion of the public hearing consider the following: 1. Adopting Resolution No. 20-\_\_\_, A Resolution of the Town Council of the Town of Paradise (1) declaring and determining a certain area with the Town as the Paradise Arterials & Collectors Underground District (Underground District 20-1), and (2) finding and determining that public necessity, health or safety require the removal of poles, overhead wires, and associated structures, and ordering removal of same (Underground District 20-1) (ROLL CALL VOTE)

### **6. COUNCIL CONSIDERATION**

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

6a. p145 Consider waiving the reading of entire Town of Paradise Urgency Ordinance No. 600 and Adopting Town of Paradise Ordinance No. 600, "An Urgency Ordinance of the Town Council of the Town of Paradise Repealing Urgency Ordinance No. 598 and Adopting New Ordinance Relating to Interim Housing, Accessory Building(s) and Unoccupied Recreational Vehicle Inside the Camp Fire Area". (ROLL CALL VOTE)

6b. p177 Authorize the Town Manager to execute a contract with Meeder Investment Management for investment advisory services and an agreement with US Bank to hold the PG&E settlement funds in a Custodial Account. (ROLL CALL VOTE)

6c. p179 1 Consider concurring with the recommendation of the interview panel, Council Members Jones and Schuster, and appoint applicant Carissa Garrard to fill the current vacancy created by the sudden passing of Vice Chair Anita Towslee, effective immediately, expiring June 30, 2023. (ROLL CALL VOTE)

6d. p180 1. Consider ratifying the contract award to Genasys for advance planning of an Early Warning System; and, 2. Hearing an update on Early Warning System Study progress and next steps. (ROLL CALL VOTE)

**7. COUNCIL INITIATED ITEMS AND REPORTS**

- 7a. Council initiated agenda items
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

**8. STAFF COMMUNICATION**

- 8a. Town Manager Report

**9. CLOSED SESSION**

- 9a. Pursuant to Government Code section 54956.8, the Town Council will hold a closed session to confer with the Town's negotiators about whether to accept an offer from the property owner to acquire the below identified real property:

Property location: 1181 Sawmill Road, Paradise, CA 95969 (APN 054-152-077-000)

Town negotiators: Kevin Phillips, Town Manager and Mark Habib, Town Attorney

Property negotiator: Fred Hayden, Paradise Church of Christ

**10. ADJOURNMENT**

STATE OF CALIFORNIA ) COUNTY OF BUTTE )	SS.
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
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TOWN/ASSISTANT TOWN CLERK SIGNATURE	



**MINUTES**  
**PARADISE TOWN COUNCIL**  
**SPECIAL MEETING – 5:45 PM – September 08, 2020**

**1. OPENING**

The Special meeting of the Paradise Town Council was called to order by Mayor Bolin at 5:45 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

**COUNCIL MEMBERS PRESENT:** Steve Crowder, Melissa Schuster, Mike Zuccolillo and Greg Bolin, Mayor.

**COUNCIL MEMBERS ABSENT:** Jody Jones

**STAFF PRESENT:** Town Manager Lauren Gill, Town Manager Kevin Phillips, Town Attorney Dwight Moore, Town Attorney Mark Habib Town Clerk Dina Volenski, Assistant to the Town Manager Colette Curtis, Engineer/Public Works Director Marc Mattox, Community Development Director Susan Hartman and Disaster Recovery Director Katie Simmons.

Disaster Recovery Director Katie Simmons provided the Town Council with an update on the proposed deadline for the removal of Hazard Trees.

1. David Hanford emailed in comments regarding the December 4, 2020 deadline for tree removal. (Disaster Recovery Director Katie Simmons addressed his concerns.)
- 2a. **MOTION by Schuster, seconded by Zuccolillo**, adopted Resolution No. 20-29, A Resolution of the Town Council of the Town of Paradise Establishing December 4, 2020 as the Deadline for Removal of Hazard Trees Pursuant to Ordinance 595. Roll call vote was unanimous with Jones absent and not voting.

**3. ADJOURNMENT**

Mayor Bolin adjourned the Town Council meeting at 5:59 p.m.

Date Approved:

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Greg Bolin, Mayor

Attest:

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Dina Volenski, CMC, Town Clerk

**MINUTES**  
**PARADISE TOWN COUNCIL**  
**REGULAR MEETING – 6:00 PM – September 08, 2020**

**1. OPENING**

The Regular meeting of the Paradise Town Council was called to order by Mayor Bolin at 6:01 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California, who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Steve Crowder.

**COUNCIL MEMBERS PRESENT:** Steve Crowder, Melissa Schuster, Mike Zuccolillo and Greg Bolin, Mayor.

**COUNCIL MEMBERS ABSENT:** Jody Jones

**STAFF PRESENT:** Town Manager Lauren Gill, Town Manager Kevin Phillips, Town Attorney Dwight Moore, Town Attorney Mark Habib, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Brooke Kerrigan, Assistant to the Town Manager Colette Curtis, Police Chief Eric Reinbold, Town Engineer/Public Works Director Marc Mattox, Community Development Director Susan Hartman, Disaster Recovery Director Katie Simmons.

- 1a. Kristi Moore from the Ferguson Group provided an update on the Town's Recovery Platform and Legislative Ask.

Mayor Bolin read the following statement:

In accordance with Governor Newsom's Executive Order N-29-20, remote public participation is allowed in the following ways:

The meeting is available to be watched on Livestream at <https://livestream.com/townofparadise> and the public comment may be submitted by calling 530-872-5951.

- 1b. Disaster Recovery Director Katie Simmons provided an update on Tree Removal, Early Warning System, the Urgency Ordinance related to interim housing and the Broadband study.

Town Engineer/Public Works Director Marc Mattox provided an update on the Wastewater Disposal System and Road Projects.

Community Development Director Susan Hartman provided an update on Code Enforcement issues.

Assistant to the Town Manager Colette Curtis provided an update on new Businesses.

## 2. CONSENT CALENDAR

**MOTION by Zuccolillo, seconded by Crowder**, approved consent calendar items 2a through 2d. Roll call vote was unanimous with Jones absent and not voting.

- 2a. Approved minutes from the August 11, 2020 Regular Town Council meeting.
- 2b. Approved August 2020 Cash Disbursements in the amount of \$2,026,696.86
- 2c. Accepted the 2019 Annual Report of the Paradise Planning Commission to the Town Council Regarding the Implementation Status of the 1994 Paradise General Plan.
- 2d. Accepted the 2019 Annual Report of the Paradise Planning Commission Regarding Progress Towards Implementation of the 1994 Paradise General Plan Housing Element.

## 3. ITEMS REMOVED FROM CONSENT CALENDAR - None

## 4. PUBLIC COMMUNICATION- None

## 5. PUBLIC HEARINGS - None

## 6. COUNCIL CONSIDERATION

Administrative Services Director/Town Treasurer Brooke Kerrigan provided the Town Council with an overview of the additional services HdL would provide at an additional cost of \$7,200.00 per year related to the sales tax revenues generated from voter approved Measure C.

- 6a. **MOTION by Zuccolillo, seconded by Schuster**, authorized the Town Manager to execute an agreement with HdL Companies for services of sales, use, and transactions tax auditing, monitoring, and reporting; and, 2. Authorized the examination of sales, use, and transactions tax records on file with the California Department of Tax and Fee Administration (CDTFA) by designated Town officials and HdL Companies. Roll call vote was unanimous with Jones absent and not voting.

Assistant to the Town Manager Colette Curtis provided Town Council with an update on the Defensible Space Ordinance and how the Acknowledgment Form signed by individuals purchasing property would be monitored.

- 6b. **MOTION by Schuster, seconded by Crowder**, waived second reading of entire Town Ordinance No. 597 and approved reading by title only; and, 2. Adopted Town Ordinance No. 597, an Ordinance Amending Chapter 8.58 of the Paradise Municipal Code Relating to Defensible Space and

Hazardous Fuel Management. Roll call vote was unanimous with Jones absent and not voting.

Public Works Director/Town Engineer Marc Mattox presented the bids for the Interim Safety Striping and Marking Improvement Project that were opened at 11:00 a.m. on September 8, 2020 in the Town Clerk's office and asked that Town Council award the safety and striping bid to Chrisp Company of Woodland for \$69,034.25.

- 6c. **MOTION by Zuccolillo, seconded by Schuster**, to award Contract No. 9395.CON, Interim Safety Striping and Marking Improvements Project to Chrisp Company of Woodland for \$69,034.25 and authorize the Town Manager to execute an agreement approved by the Town Attorney and authorization for the Town Manager to approve change orders up to 15% of the total contract amount. Roll call vote was unanimous with Jones absent and not voting.

Public Works Director/Town Engineer Marc Mattox provided the Town Council with information regarding Per Capita grant funds that are available for local park rehabilitation, creation and improvement projects on a per capita basis. The program funds are available between July 1, 2018 and June 30, 2014. Sixty percent of the General Per Capita funds are allocated to Cities and Eligible Districts based on population. The Per Capita Grant Program allocation for the Town of Paradise is \$177,952.

- 6d. **MOTION by Crowder, seconded by Schuster**, adopted Resolution No. 20-30, A Resolution of the Town Council of the Town of Paradise approving application(s) for Per Capita grant funds to the State Department of Parks and Recreation. Roll call vote was unanimous with Jones absent and not voting.

Public Works Director/Town Engineer Marc Mattox updated Council on the Almond Street Multi-Modal Improvements and Gap Closure Complex projects which have been revised in the post-Camp Fire context and are prepared for advertisement.

- 6e. **MOTION by Schuster, seconded by Zuccolillo**, adopted Resolution No. 20-31, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Almond St. Multi-Modal Improvements and the Paradise Gap Closure Complex and authorizing advertisement for bids on the projects. Roll call vote was unanimous with Jones absent and not voting.

## **7. COUNCIL INITIATED ITEMS AND REPORTS**

### **7a. Council initiated agenda items**

- 7a1. Town Council provided direction to the Town's voting delegate, Council Member Schuster, regarding the League of California Cities proposed Resolution No. 1 for the 2020 League General Assembly to be held October 9, 2020 (virtually). Council concurred to the recommended change on item

No. 2 of the resolution to change the word “criminal” to “unlawful”. If the recommended change is not made, the Council does not support the resolution.

- 7a2. Council Member Crowder inquired about Code Enforcement, how cases are prioritized, contacted, and length of time for gross offenders before action is taken.

Community Development Director Hartman informed Council that all calls that come in with a complaint are prioritized. The additional Code Enforcement officers are being proactive and finding violators, but that calls are still priority; staff time is prioritized towards complaints. Weekly staff meetings are held and there is a list of sites compiled so that they can be reviewed continuously until they are resolved.

- 7a3. Council Member Zuccolillo asked for discussion about establishing a citizens oversight committee for the PG&E settlement funds. The Council determined that this item should be placed on the December Town Council agenda, after the election, and when the Measure V Committee discussion is going to be addressed

7b. Council reports on committee representation

Council Member Zuccolillo stated that he would like to not continue to attend the Continuum of Care Committee meetings because the focus is mainly on Chico

Council Member Schuster discussed Explore Butte County, Mosquito and Vector Control District and Paradise Arts Alliance; attended Butte County Association of Governments and Butte County Air Quality Management District (BCAQMD) meetings for Council Member Jones; BCAQMD has a Website for air quality - [fire.airnow.gov](http://fire.airnow.gov); Hope Plaza received grants; attended Town Manager Gill and Town Attorney Moore’s going-away acknowledgment; League of California Cities and submitted building plans.

Mayor Bolin attended Town Manager Gill and Town Attorney Moore’s going away acknowledgment; attended Doug LaMalfa meeting and has not participated in many online LAFCo meetings.

7c. Future Agenda Items - None

## **8. STAFF COMMUNICATION**

8a. Town Manager Report

Town Manager Gill stated that the final draft of the After Action Report was reviewed and should be revealed soon.

Mayor Bolin acknowledged that this is the final meeting for Town Manager Lauren Gill and Town Attorney Dwight Moore and thanked them for their service.

## 9. CLOSED SESSION

At 8:23 p.m. Mayor Bolin announced that the Town Council would go into closed session for the following items:

- 9a. Pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session with the Town Manager and Town Attorney regarding the following existing litigation:

Town of Paradise Police Department v Carla Mack, et al. United States District Court, Eastern District of California Court Case No. 2:16-CV-02504-TLN-CMK

- 9b. Pursuant to Government Code Section 54956.9(a), the Town Council will hold a closed session with the Town Attorney and Town Manager concerning the following pending court case:

Blue Oaks Terrace Neighborhood Advisory Committee v. Town of Paradise, Town of Paradise Town Council and Anderson Brothers Corporation, County of Butte Superior Court Case No. 20CV01082.

- 9c. Pursuant to Government Code section 54957(b)(1), the Town Council will hold a closed session to consider an agreement relating to Town Attorney services.

The Town Council will reconvene to consider the following:

Adopt a Resolution of the Town Council of the Town of Paradise approving an agreement relating to Town Attorney legal services pertaining to compensation.

At 9:20 p.m. Mayor Bolin announced:

- 9a. Town Council provided direction regarding Town of Paradise Police Department v Carla Mack, et al. United States District Court, Eastern District of California Court Case No. 2:16-CV-02504-TLN-CMK.

- 9b. Town Council approved the settlement agreement with Blue Oaks Terrace Neighborhood Advisory Committee v. Town of Paradise, Town of Paradise Town Council and Anderson Brothers Corporation, County of Butte Superior Court Case No. 20CV01082.

- 9c. **MOTION by Zuccolillo and second by Crowder**, to adopt Resolution No. 20-32, a Resolution of the Town Council of the Town of Paradise approving an agreement for professional legal services with Peters, Habib, McKenna, Juhl-Rhodes and Cardoza. Roll call vote was unanimous with Jones absent and not voting.

## 10. ADJOURNMENT

Mayor Bolin adjourned the Town Council meeting at 9:30 p.m.



Date Approved:

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Greg Bolin, Mayor

Attest:

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Dina Volenski, CMC, Town Clerk

# TOWN OF PARADISE

## CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF  
**SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020**



**CASH DISBURSEMENTS REPORT  
SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020**

Check Date	Pay Period End	Description	Amount	Total
9/4/2020	8/30/2020	Net Payroll - Direct Deposits and Checks	\$ 139,748.74	
9/18/2020	9/13/2020	Net Payroll - Direct Deposits and Checks	<u>181,191.97</u>	\$ 320,940.71
Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	\$ 308,625.89	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>1,379,388.38</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>1,688,014.27</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 2,008,954.98</u></u>

APPROVED BY: \_\_\_\_\_  
Kevin Phillips, Town Manager

APPROVED BY: \_\_\_\_\_  
Brooke Kerrigan, Admin Svc Director / Town Treasurer

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 9/1/2020 - To Payment Date: 9/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
76709	09/01/2020	Open			Accounts Payable	Aflac	\$146.92		
76710	09/01/2020	Open			Accounts Payable	Met Life	\$4,934.75		
76711	09/01/2020	Open			Accounts Payable	OPERATING ENGINEERS	\$874.50		
76712	09/01/2020	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,662.36		
76713	09/01/2020	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,623.69		
76714	09/01/2020	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$644.14		
76715	09/01/2020	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOC	\$75.00		
76716	09/03/2020	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
76717	09/03/2020	Open			Accounts Payable	MOORE, DWIGHT, L.	\$18,579.00		
76718	09/03/2020	Open			Accounts Payable	SAM'S DOOR SHOP	\$225.23		
76719	09/03/2020	Open			Accounts Payable	Santander Leasing LLC	\$29,584.44		
76720	09/03/2020	Open			Accounts Payable	SBA Monarch Towers III LLC	\$148.01		
76721	09/03/2020	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
76722	09/08/2020	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
76723	09/08/2020	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
76724	09/10/2020	Open			Accounts Payable	4LEAF, Inc	\$662,650.29		
76725	09/10/2020	Open			Accounts Payable	ACCELA, INC.	\$40,320.00		
76726	09/10/2020	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$14.42		
76727	09/10/2020	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$401.10		
76728	09/10/2020	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
76729	09/10/2020	Open			Accounts Payable	Big O Tires	\$506.97		
76730	09/10/2020	Open			Accounts Payable	Biometrics4ALL, Inc	\$9.00		
76731	09/10/2020	Open			Accounts Payable	BUTTE CO RECORDER	\$141.00		
76732	09/10/2020	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$65.75		
76733	09/10/2020	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF	\$128.00		
76734	09/10/2020	Open			Accounts Payable	CITY CLERKS ASSOCIATION OF CALIF	\$200.00		
76735	09/10/2020	Open			Accounts Payable	COMCAST CABLE	\$244.78		
76736	09/10/2020	Open			Accounts Payable	Creative Composition Inc	\$2,278.61		

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
76737	09/10/2020	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$594.00		
76738	09/10/2020	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$145.47		
76739	09/10/2020	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$534.27		
76740	09/10/2020	Open			Accounts Payable	Herc Rentals Inc.	\$2,917.47		
76741	09/10/2020	Open			Accounts Payable	HireRight, Inc.	\$8.13		
76742	09/10/2020	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVC	\$5,971.45		
76743	09/10/2020	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$421.63		
76744	09/10/2020	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$1,025.15		
76745	09/10/2020	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$60.88		
76746	09/10/2020	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSC	\$4,800.00		
76747	09/10/2020	Open			Accounts Payable	McMahon Construction	\$8,010.60		
76748	09/10/2020	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$600.00		
76749	09/10/2020	Open			Accounts Payable	MOBILE MINI INC	\$633.28		
76750	09/10/2020	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$148.90		
76751	09/10/2020	Open			Accounts Payable	MUNICIPAL CODE CORP	\$997.00		
76752	09/10/2020	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
76753	09/10/2020	Open			Accounts Payable	NORMAC INC	\$310.58		
76754	09/10/2020	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$105.60		
76755	09/10/2020	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,334.69		
76756	09/10/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$562.25		
76757	09/10/2020	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$465.25		
76758	09/10/2020	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$819.59		
76759	09/10/2020	Open			Accounts Payable	PARADISE POST	\$104.98		
76760	09/10/2020	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,460.00		
76761	09/10/2020	Open			Accounts Payable	R B SPENCER INC	\$2,350.26		
76762	09/10/2020	Open			Accounts Payable	Redline Installations Inc	\$190.61		
76763	09/10/2020	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$116.73		
76764	09/10/2020	Open			Accounts Payable	Speedo Check	\$756.00		
76765	09/10/2020	Open			Accounts Payable	Spherion Staffing	\$9,140.04		
76766	09/10/2020	Open			Accounts Payable	Stratti	\$15,931.34		
76767	09/10/2020	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, I	\$11,476.98		
76768	09/10/2020	Open			Accounts Payable	Tahoe Pure Water Co.	\$67.50		
76769	09/10/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT	\$374.41		
76770	09/10/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT	\$57.70		
76771	09/10/2020	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$49,634.03		

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
76772	09/10/2020	Open			Accounts Payable	UNITED RENTALS, INC.	\$2,049.73		
76773	09/10/2020	Open			Accounts Payable	Babcock, Angela	\$1,281.63		
76774	09/10/2020	Open			Accounts Payable	Baker, Jr, William, Bowen, Tiffany	\$1,020.71		
76775	09/10/2020	Open			Accounts Payable	Johnson, Savina & William	\$5.88		
76776	09/10/2020	Open			Accounts Payable	Knowles, Linda Lavonne	\$1,060.72		
76777	09/10/2020	Open			Accounts Payable	Lacativo, Ramona	\$857.06		
76778	09/10/2020	Open			Accounts Payable	Massae Gordon L Trust	\$1,238.91		
76779	09/10/2020	Open			Accounts Payable	Peterson, William & Doris	\$1,167.97		
76780	09/10/2020	Open			Accounts Payable	Prest, Elliott & Rochelle	\$286.47		
76781	09/10/2020	Open			Accounts Payable	Simpson, Glenn & Elise	\$925.23		
76782	09/10/2020	Open			Accounts Payable	Teter, Deborah	\$809.79		
76783	09/18/2020	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
76784	09/18/2020	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
76785	09/24/2020	Open			Accounts Payable	4LEAF, Inc	\$346,677.83		
76786	09/24/2020	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$132.25		
76787	09/24/2020	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
76788	09/24/2020	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$11.79		
76789	09/24/2020	Open			Accounts Payable	ALLIANT INSURANCE	\$62.00		
76790	09/24/2020	Open			Accounts Payable	American River Benefit Administrators	\$16.80		
76791	09/24/2020	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,041.78		
76792	09/24/2020	Open			Accounts Payable	AT&T MOBILITY	\$47.00		
76793	09/24/2020	Open			Accounts Payable	Bear Electric Solutions	\$1,425.00		
76794	09/24/2020	Open			Accounts Payable	Big O Tires	\$80.00		
76795	09/24/2020	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$5,775.00		
76796	09/24/2020	Open			Accounts Payable	Bug Smart	\$83.00		
76797	09/24/2020	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT	\$170.65		
76798	09/24/2020	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF	\$420.00		
76799	09/24/2020	Open			Accounts Payable	Colorado Standby Power Generation	\$12,121.88		
76800	09/24/2020	Open			Accounts Payable	COMCAST CABLE	\$389.78		
76801	09/24/2020	Open			Accounts Payable	COMCAST CABLE	\$419.78		
76802	09/24/2020	Open			Accounts Payable	COMCAST CABLE	\$139.78		
76803	09/24/2020	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$1,183.50		
76804	09/24/2020	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$473.03		
76805	09/24/2020	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
76806	09/24/2020	Open			Accounts Payable	Herc Rentals Inc.	\$6,655.93		



Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
76807	09/24/2020	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVC	\$1,456.73		
76808	09/24/2020	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$20.38		
76809	09/24/2020	Open			Accounts Payable	INTERSTATE SALES	\$788.73		
76810	09/24/2020	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$625.00		
76811	09/24/2020	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$1,050.15		
76812	09/24/2020	Open			Accounts Payable	KEN'S HITCH & WELDING	\$79.39		
76813	09/24/2020	Open			Accounts Payable	Koff & Associates	\$2,000.00		
76814	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$39,435.60		
76815	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$8,124.93		
76816	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$385.96		
76817	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,678.08		
76818	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$8,766.34		
76819	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,608.22		
76820	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$483.12		
76821	09/24/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$224.26		
76822	09/24/2020	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$109.70		
76823	09/24/2020	Open			Accounts Payable	NETMOTION WIRELESS, INC.	\$1,989.67		
76824	09/24/2020	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SEF	\$2,551.08		
76825	09/24/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$155.76		
76826	09/24/2020	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$85.61		
76827	09/24/2020	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$14,276.39		
76828	09/24/2020	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$87.96		
76829	09/24/2020	Open			Accounts Payable	PARADISE POST	\$82.80		
76830	09/24/2020	Open			Accounts Payable	PARADISE SANITATION COMPANY	\$555.00		
76831	09/24/2020	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,275.00		
76832	09/24/2020	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$1,559.70		
76833	09/24/2020	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$262.61		
76834	09/24/2020	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$80.00		
76835	09/24/2020	Open			Accounts Payable	Sherman, Jeannie	\$96.27		
76836	09/24/2020	Open			Accounts Payable	Shoemaker, Khrystie	\$100.00		
76837	09/24/2020	Open			Accounts Payable	Stratti	\$1,976.79		
76838	09/24/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT	\$1,243.27		
76839	09/24/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT	\$90.08		
76840	09/24/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPO	\$7.28		
76841	09/24/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DE	\$9.88		

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
76842	09/24/2020	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$86.00		
76843	09/24/2020	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$74.38		
76844	09/24/2020	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$188.00		
76845	09/24/2020	Open			Accounts Payable	VERIZON WIRELESS	\$2,794.55		
76846	09/29/2020	Open			Accounts Payable	Oroville Cable	\$2,622.83		
Type Check Totals:					138 Transactions		\$1,393,294.50		
<u>EFT</u>									
1046	09/01/2020	Open			Accounts Payable	CALPERS	\$105,329.46		
1047	09/08/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$36,923.08		
1048	09/08/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPAR	\$6,976.16		
1049	09/08/2020	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,378.62		
1050	09/08/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$25,503.39		
1051	09/18/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$38,201.98		
1052	09/18/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPAR	\$16,448.99		
1053	09/18/2020	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,378.62		
1054	09/18/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$50,579.47		
Type EFT Totals:					9 Transactions		\$294,719.77		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	138	\$1,393,294.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	138	\$1,393,294.50	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$294,719.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	9	\$294,719.77	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	147	\$1,688,014.27	\$0.00
	Reconciled	0	\$0.00	\$0.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
					Voided		\$0.00	\$0.00	
					Stopped		\$0.00	\$0.00	
					Total		\$1,688,014.27	\$0.00	

**Grand Totals:**

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	138	\$1,393,294.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	138	\$1,393,294.50	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$294,719.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	9	\$294,719.77	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	147	\$1,688,014.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	147	\$1,688,014.27	\$0.00



**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda Item: 2(c)**

**ORIGINATED BY:** Brooke Kerrigan, Administrative Services Director /  
Town Treasurer

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Quarterly Investment Report

**LONG TERM RECOVERY PLAN:** N/A

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**COUNCIL ACTION REQUESTED:**

Review and file the 4<sup>th</sup> Quarter Investment report for the Fiscal Year ended June 30, 2020

Attached is a report on the Town's cash and investments for the 4<sup>th</sup> quarter ended June 30, 2020.

**Background:**

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized and after reserve requirements provide an earnings credit rate of 0.42% up to the amount of monthly fees.

The Town received a \$5 million cash advance from CalOES in December 2018 for projects and restoration that will be funded through FEMA's public assistance grant program. As FEMA eligible expenses and/or projects are completed, funds are transferred to the Town operating checking account to fund those activities. In addition, as reimbursement funds are received, these amounts are deposited in the CalOES US Bank account pending a full reconciliation of expenditure reimbursement and cash payments. All FEMA eligible expense reimbursements are required to be held in a non-interest-bearing account. A US Bank non-interest-bearing checking account was established to track the funds.

The Town uses the State of California managed Local Agency Investment Fund (LAIF) for investment of cash in excess of immediately needed operating capital. With same day liquidity and comparable yields, LAIF is currently the best investment option for the Town. Funds can be transferred electronically through computer authorization between LAIF and the Town checking account. The Town will continue to research other investment options that match LAIF's liquidity and security in order to improve investment yield.

In June of 2011, the Town established an irrevocable trust to begin funding the future obligations associated with retiree health as required by GASB 45. The funds are being managed by Self-Insured Schools of California (SISC) and can only be used for the payment of retiree health benefits.

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The “other” investment type represents these available escrow funds as well as petty cash balances. As of June 30, 2020, there were no available escrow funds.

### **Analysis**

There was \$60,000 decrease in cash and investments when comparing the prior fiscal year end of 2018/19 (\$22.70 million) to current fiscal year end of 2019/20 (\$22.64 million). After the CAMP fire fiscal year ending June 30, 2019 showed an increase in cash and investments of \$17.5 million in comparison to June 30, 2018 prior to the CAMP fire.

### **Financial Impact**

The 4<sup>th</sup> quarter ended with interest earnings of \$91,830. This amount is attributed to interest earnings in LAIF (\$64,045) and OPEB Trust (\$27,785). Overall interest earnings totaled \$357,926 for fiscal year 2019/20 in comparison to fiscal year 2018/19 which showed an annual interest earnings amount of \$117,823.

### **Attachments**

TOWN OF PARADISE  
 QUARTERLY SUMMARY OF INVESTMENTS  
 For Quarter Ended June 30, 2020

Investment	Type	For Quarter Ended June 30, 2020				For Quarter Ended March 31, 2020			Net Change
		Yield	Book Value	Market Value*	Interest Earnings	Yield	Book Value	Market Value*	
US Bank	Checking	0.42%	1,332,984.86	1,332,984.86	-	0.42%	238,821.91	238,821.91	1,094,162.95
US Bank - Cal OES Advance	Checking	0.00%	4,204,078.21	4,204,078.21	-	0.00%	3,190,318.21	3,190,318.21	1,013,760.00
Local Agency Investment Fund (LAIF)	Savings	1.41%	16,819,136.43	16,883,181.37	64,044.94	1.89%	19,233,890.07	19,377,779.09	(2,494,597.72)
SISC GASB 45 Trust B	Various	0.00%	191,074.44	218,859.06	27,784.62	-16.89%	191,074.44	191,074.44	27,784.62
Fiscal Agents & Petty Cash	Other	0.00%	1,350.00	1,350.00	-	0.00%	1,350.00	1,350.00	-
	Totals		22,548,623.94	22,640,453.50	91,829.56		22,855,454.63	22,999,343.65	(358,890.15)
Total Quarterly Earnings on accrual basis			91,829.56						
Year-to-Date Earnings (July 1st - June 30th)			357,926.45						

\* Market Value determined by LAIF

**Reserve Funds**

Pension Obligation Bond \$ -

\*\*POB bond matured 5/28/20

Issuer	FDIC Number	Yield	Settlement Date	Maturity Date	Type	Investment	Earnings
Government Agency Bond	N/A				GB	-	-

In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months.

Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

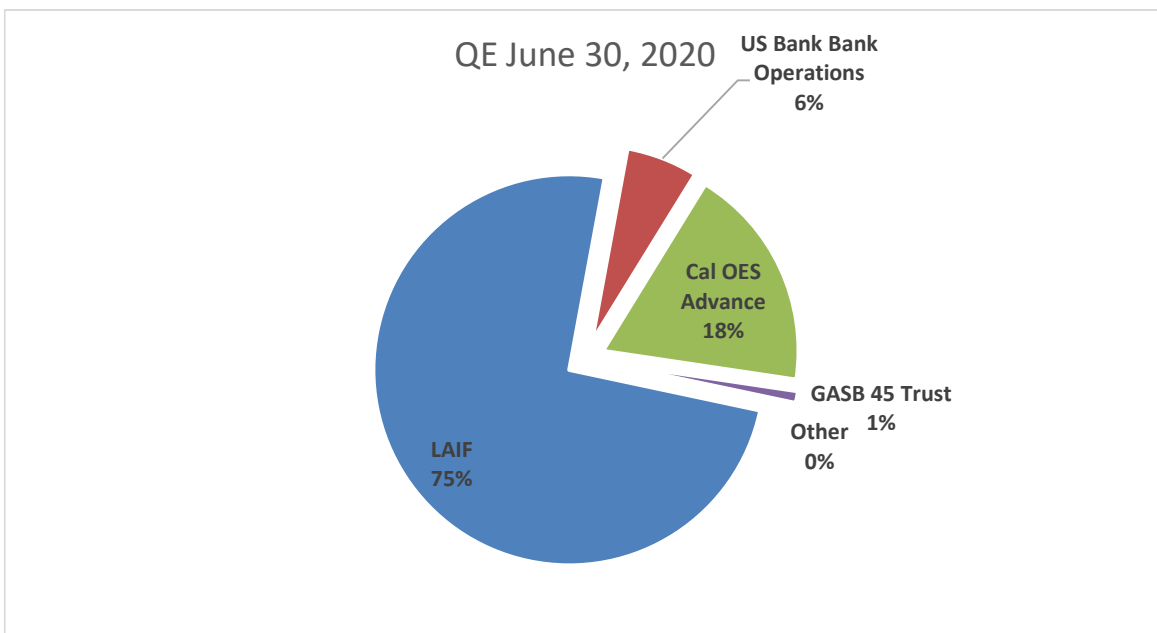
/s/

Brooke Kerrigan  
 Administrative Services Director/Town Treasurer



**TOWN OF PARADISE**  
**INVESTMENT BALANCES AT A GLANCE**  
For the period ended June 30, 2020

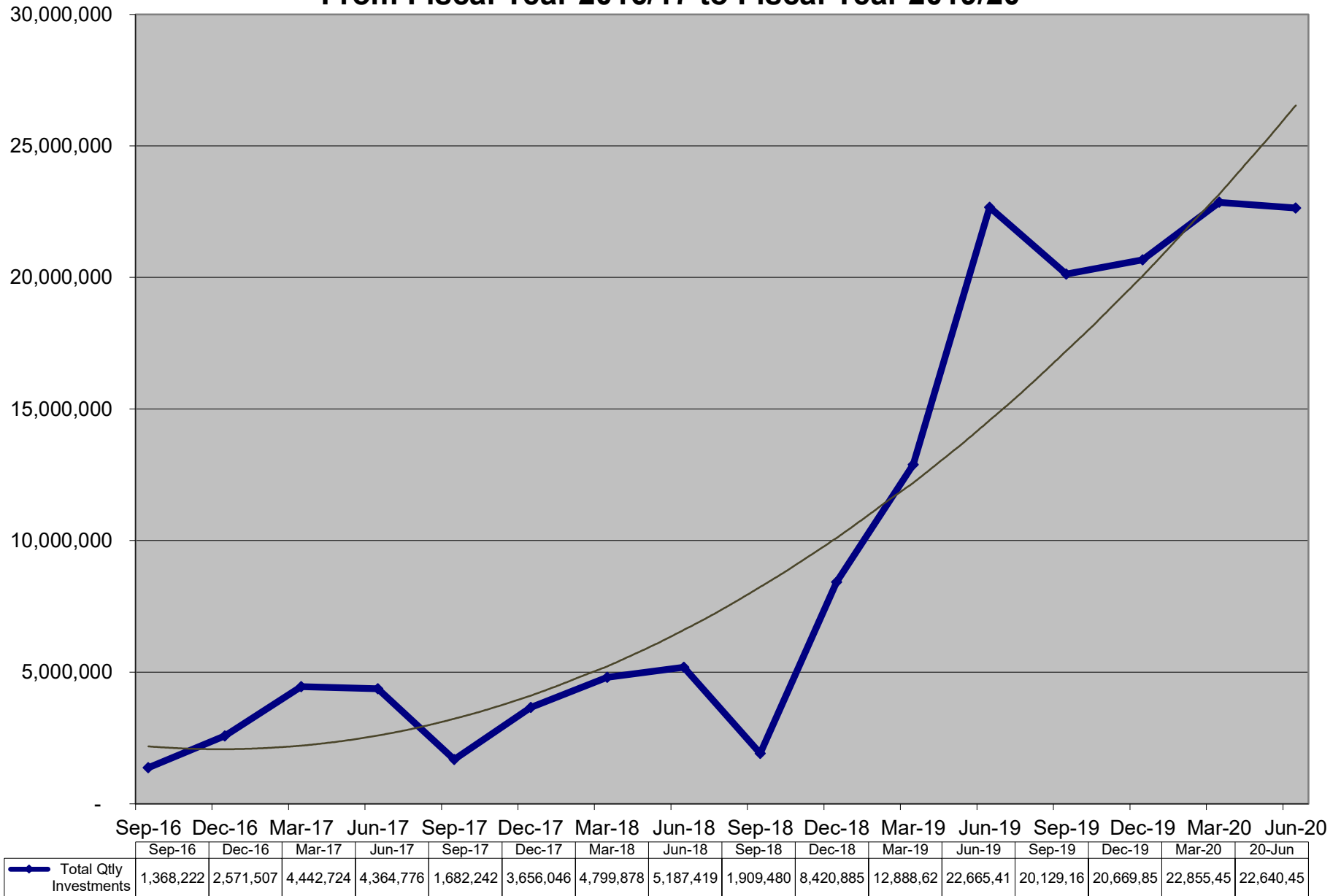
LAIF	16,883,181.37
US Bank Bank Operations	1,332,984.86
Cal OES Advance	4,204,078.21
GASB 45 Trust	218,859.06
Other	1,350.00



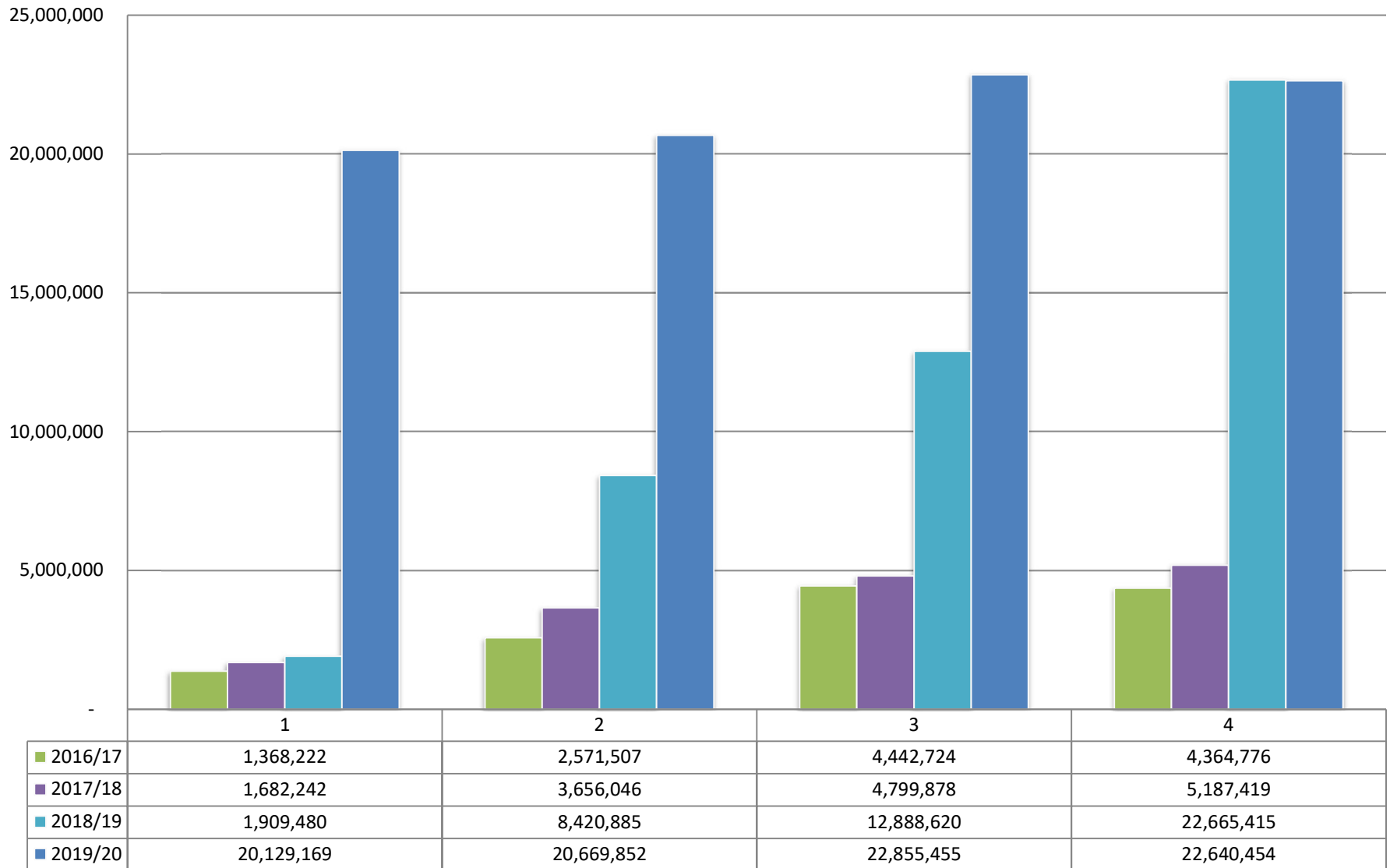
# TOWN OF PARADISE

## Timeline of Investment Balances

### From Fiscal Year 2016/17 to Fiscal Year 2019/20



**TOWN OF PARADISE**  
**Investment Balances by Quarter**  
**From Fiscal Year 2016/17 to Fiscal Year 2019/20**





**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda No. 2(d)**

**ORIGINATED BY:** Marc Mattox, Public Works Director / Town Engineer

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Resolution to rescind Resolution 09-14 and Resolution of approval of the Disadvantaged Enterprises Implementation Agreement

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 20-\_\_\_, A Resolution rescinding Resolution No. 09-14 and approving the revised California Department of Transportation Disadvantaged Business Enterprises (DBE) Implementation Agreement .

**Background:**

The Town of Paradise is required by Federal law (49 CFR Part 26) to adopt the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement and apply the subsequent State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan to be eligible for U.S. DOT- financial assistance. The newest version of the DBE program was revised in September 2020, which requires the Town to update the Disadvantaged Business Enterprises (DBE) Implementation Agreement.

The Disadvantaged Business Enterprise (DBE) Program is a Federal program that was created to help ensure nondiscrimination in the award and administration of DOT-assisted contracts. The first DBE Program was adopted by the Town of Paradise in 1985 and amended in 1988, 2001, 2002, 2006, and 2009. The last major amendment was in March of 2009 where a Race Conscious DBE program was adopted by Resolution No.09-14.

**Analysis:**

On September 8<sup>th</sup>, 2020 Caltrans notified local agencies statewide that execution of the revised DBE Program is necessary to remain eligible for Federal Funds. In accordance with Caltrans' direction and following Federal law (49 CFR Part 26), the attached "Exhibit 9-A: Disadvantaged Business Enterprise Implementation Agreement for Local Agencies" in Attachment A was taken from the Caltrans website and serves as the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement. This agreement states that the Town of Paradise shall conform to revised and new provisions of the DBE Program in future Federal-Aid projects. Failure to comply with this agreement can result in loss of Federal Funds.

A DBE Evaluation Report published by Caltrans in May 2020 indicated that the average compliance in the California local DBE program was only 43%. Compliance for the majority of Federal Regulations were below the average compliance rate, such as DBE goal setting, prompt payment, and performance monitoring. In order to improve the performance compliance of the local DBE program, Caltrans found it necessary to update the Local Assistance Procedures Manual Chapter 9: Civil Rights and Disadvantaged Business Enterprise (LAPM Chapter 9) and related exhibits to reflect the requirements of 49 CFR 26 more clearly.

If this Resolution is adopted, the Town Manager will sign the attached DBE Program Implementation Agreement, at which time it will be sent to Caltrans for acceptance and signature. Town staff will then adhere to this program by implementing measures into contract documents and follow-up during construction.

**Financial Impact:**

No financial impact is expected with approval of this Resolution.

**Attachments:**

Attachment A - Caltrans "Exhibit 9-A: Disadvantaged Business Enterprise Implementation Agreement for Local Agencies"

Attachment B – Town of Paradise Resolution 09-14

**Exhibit 9-A: DBE Implementation Agreement for Local Agencies****CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT**

For the Town of Paradise, hereinafter referred to as "SUB-RECIPIENT."

**I. Definition of Terms**

The terms used in this agreement have the meanings defined in 49 CFR 26.5.

**II. Objective/Policy Statement (49 CFR 26.1 and 26.23)**

SUB-RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, SUB-RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). SUB-RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to Local Agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR 26 requirements. It is the policy of SUB-RECIPIENT to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SUB-RECIPIENT's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in Federal-aid contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

**III. Nondiscrimination (49 CFR 26.7)**

SUB-RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, SUB-RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.



**IV. Annual DBE Submittal Form (49 CFR 26.21)**

SUB-RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed Local Agency DBE Annual Submittal Form (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY). This form must include the name, phone number, email address of the designated Disadvantaged Business Enterprise Liaison Officer (DBELO), and the choice of Prompt Pay Provision to be used by SUB-RECIPIENT for the following FFY.

**V. Race-Neutral Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(a))**

Caltrans expects SUB-RECIPIENT to meet the maximum feasible portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes when a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts). Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBE and other small businesses (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on SUB-RECIPIENT mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and

9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

**VI. Race-Conscious Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(d))**

SUB-RECIPIENT must establish DBE contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means.

**VII. Quotas (49 CFR 26.43)**

SUB-RECIPIENT will not use quotas or set-asides in any way in the administration of the Local Agency component of the DBE Program Plan.

**VIII. DBE Liaison Officer (DBELO) (49 CFR 26.25)**

SUB-RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the SUB-RECIPIENT, and ensures that the SUB-RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, email address, and an organization chart displaying the DBELO's position in the organization are found in Attachment A to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the SUB-RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine DBE contract goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

**IX. Federal Financial Assistance Agreement Assurance (49 CFR 26.13)**

Each agreement SUB-RECIPIENT signs with Caltrans must include the following assurance: The SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR 26. The SUB-RECIPIENT shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUB-RECIPIENT's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUB-RECIPIENT of its failure to carry out its approved program, Caltrans may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract Sub-recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Sub-recipient deems appropriate.

**X. DBE Financial Institutions (49 CFR 26.27)**

SUB-RECIPIENT must investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

**XI. Directory (49 CFR 26.31)**

SUB-RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's [website](#).

**XII. Required Contract Clauses (49 CFR 26.13 and 26.29)**

For the purpose of this section, contractor also means consultant, and subcontractor also includes subconsultant. For prompt payment, the following State regulations are referenced: the California Business and Professions Code (CBPC), California Public Contract Code (CPCC) and California Civil Code (CCC).

SUB-RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

**A. Contract Assurance**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SUB-RECIPIENT deems appropriate.

**NOTE:** This language is to be used verbatim, as is stated in Exhibit 12-G: Required Federal-aid Contract Language. See also 49 CFR 26.13(b).

**B. Prompt Payment****Prompt Progress Payment to Subcontractors**

The Local Agency shall require contractors and subcontractors to pay their subcontractors within seven (7) days for construction contracts, and within fifteen (15) days for consultant contracts, after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contract, and Section 3321 of the CCC for consultant contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Prompt Payment of Withheld Funds to Subcontractors**

The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor [within seven \(7\) days for construction contracts, or within fifteen \(15\) days for consultant contracts](#) after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the [CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within [seven \(7\) days for construction contracts, or within fifteen \(15\) days for consultant contracts](#) after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the [CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

[Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.](#)

### **XIII. Local Assistance Procedures Manual (LAPM)**

The SUB-RECIPIENT will advertise, award and administer Federal-aid contracts in accordance with the current [Local Assistance Procedures Manual \(LAPM\)](#) including [Forms and Exhibits](#).

**XIV. Vehicle Manufacturers/Specialized Equipment (§26.49)**

If Federal-aid contracts will include vehicle/specialized equipment procurements, SUB-RECIPIENT will require each vendor, as a condition of being authorized to bid or propose on vehicle/specialized equipment procurements, to certify that it has complied with the requirements of 49 CFR 26.69.

**XV. Reporting to the DLAE**

SUB-RECIPIENT will promptly submit a copy of the Consultant Proposal DBE Commitment (Exhibit 10-O1) at the time of award of the consultant contract.

SUB-RECIPIENT will promptly submit a copy of Consultant Contract DBE Information (Exhibit 10-O2) or the Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) to the DLAE within 30 days after execution of consultant or construction contract.

SUB-RECIPIENT will promptly submit a copy of the Final Report-Utilization of DBE, First-Tier Subcontractors (Exhibit 17-F) of the LAPM, immediately upon completion of each consultant or construction contract.

**XVI. Certification (§26.83(a))**

SUB-RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program (CUCP) will participate as DBEs on Federal-aid contracts.

**XVII. Confidentiality**

SUB-RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

**XVIII. Prompt Payment from the Local Agency to the Contractors (California Public Contract Code §20104.50)**

The Local Agency shall make any progress payment within **30 days** after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Local Agency shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the Local Agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than **seven (7) days**, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Town Manager (Print Name)  
ADMINISTERING AGENCY

Phone #: (530) 879-6291

This California Department of Transportation's Disadvantaged Business Enterprise Program  
Implementation Agreement is accepted by:

\_\_\_\_\_  
(Signature of DLAE)

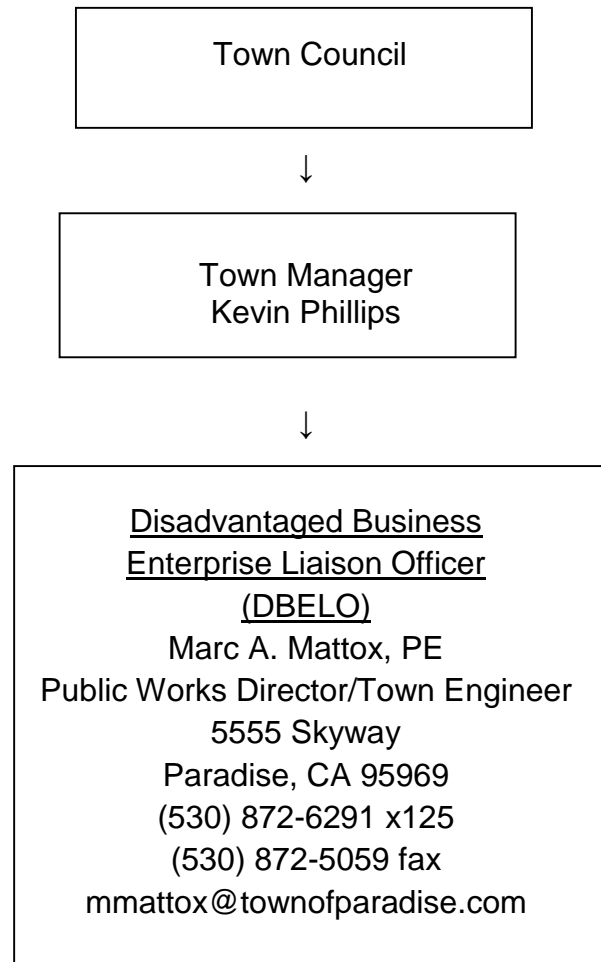
Date: \_\_\_\_\_

\_\_\_\_\_  
Bomasur Banzon, District Local Assistance Engineer

**Distribution:** (1) Original – DLAE  
(2) Signed copy by the DLAE – Local Agency



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ATTACHMENT A



**RESOLUTION NO. 09-14**

**RESOLUTION TO RESCIND RESOLUTION 06-17 AND RESOLUTION OF  
APPROVAL OF A NEW RACE CONSCIOUS AND RACE NEUTRAL  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR THE TOWN OF  
PARADISE.**

**WHEREAS,** The Town of Paradise is required by Federal law (49 CFR, Part 26) to execute the attached Disadvantaged Business Enterprise Implementation Agreement for Local Agencies and implement of a Race Conscious component of the DBE program to be eligible for federal DOT funds **and**

**WHEREAS,** the Town of Paradise is required to execute this agreement and implement this DBE Program by June 2, 2009 to be eligible for federal; **and**

**WHEREAS,** the Town of Paradise desires to rescind Resolution 06-17 (the previous Race Neutral only DBE Program) and adopt a DBE Program with a Race Conscious component.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Paradise as follows:

Section 1. Resolution No. 06-17 is hereby rescinded.

Section 2. The attached California Department of Transportation Disadvantaged Business Enterprise (DBE) Implementation Agreement and DBE Program is hereby approved as the official policy of the Town of Paradise in accordance with rule 49 CFR, Part 26.

Section 3. The Town Council authorizes the Town Manager to execute the attached "Exhibit 9-A: Disadvantaged Business Enterprise Implementation Agreement for Local Agencies"

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 24th day of March, 2009 by the following vote:

**AYES:** Steve "Woody" Culleton, Joe DiDuca, Scott Lotter, Alan White and Frankie Rutledge, Mayor.

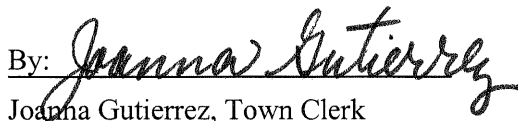
**NOES:** None

**ABSENT:** None

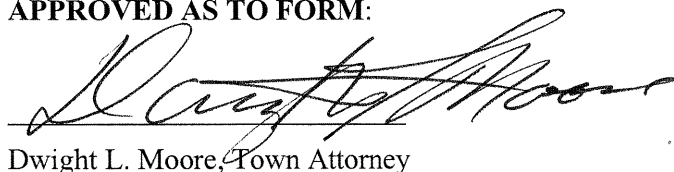
**NOT VOTING:** None

  
Frankie Rutledge, Mayor

**ATTEST:**

By:   
Joanna Gutierrez, Town Clerk

**APPROVED AS TO FORM:**

  
Dwight L. Moore, Town Attorney

## **ATTACHMENT A**

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### **CALTRANS “EXHIBIT 9-A CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT”**

CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE  
PROGRAM  
IMPLEMENTATION AGREEMENT  
FOR  
LOCAL AGENCIES

# **CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT**

For the Town of PARADISE, hereinafter referred to as "RECIPIENT."

## **I Definition of Terms**

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

## **II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)**

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

## **III Nondiscrimination (§26.7)**

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **IV Annual DBE Submittal Form (§26.21)**

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed *Local Agency DBE Annual Submittal Form* (Exhibit 9-B) by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

#### **V Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)**

RECIPIENT must meet the maximum feasible portion of its AADPL by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

## **VI Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))**

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race-neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian Pacific Americans.

## **VII Quotas (§26.43)**

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

## **VIII DBE Liaison Officer (DBELO) (§26.25)**

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in Attachment \_\_\_\_\_ to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

## **IX Federal Financial Assistance Agreement Assurance (§26.13)**

RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

## **X DBE Financial Institutions (§26.27)**

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans' Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

## **XI Directory (§26.31)**

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

## **XII Required Contract Clauses (§§26.13, 26.29)**

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

### **A. CONTRACT ASSURANCE**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boiler Plate Contract Documents on the Internet at [www.dot.ca.gov/hq/LocalPrograms](http://www.dot.ca.gov/hq/LocalPrograms) under "Publications."]

## **B. PROMPT PAYMENT**

### **Prompt Progress Payment to Subcontractors**

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **Prompt Payment of Withheld Funds to Subcontractors**

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **XIII Local Assistance Procedures Manual**

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).

### **XIV Transit Vehicle Manufacturers (§ 26.49)**

If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49.

### **XV Bidders List (§26.11(c))**

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/nonDBE status, age, and annual gross receipts of the firm.

### **XVI Reporting to the DLAE**

RECIPIENT will promptly submit a copy of the Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract), (Exhibit 10-O(1) "Local Agency Bidder/Proposer-DBE Commitment (Consultant Contract)") or Exhibit 15-G(1) "Local Agency Bidder-UDBE Commitment (Construction Contract) to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G(2) "Local Agency Bidder-DBE (Construction Contracts) – Information" or Exhibit 10-O(2) "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" of the LAPM) to the DLAE at the time of execution of consultant or construction contract.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" of the LAPM immediately upon completion of the contract for each consultant or construction contract.

## **XVII Certification (§26.83(a))**

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

## **XVIII Confidentiality**

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By   
(Signature )

\_\_\_\_\_  
(Print Name and Title) ADMINISTERING AGENCY  
(Authorized Governing Body Representative)

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

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

\_\_\_\_\_  
[Signature of DLAE]

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

\_\_\_\_\_  
[Print Name of DLAE]

Distribution: (1) Original – DLAE  
(2) Signed copy by the DLAE – Local Agency

(Updated: March 4, 2009)

**TOWN OF PARADISE  
RESOLUTION NO. 20-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE TO RESCIND RESOLUTION 09-14 AND ADOPT A  
RESOLUTION OF APPROVAL OF THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION DISADVANTAGED  
BUSINESS ENTERPRISES (DBE) IMPLEMENTATION  
AGREEMENT**

**WHEREAS**, the Town of Paradise is required by federal law (49 CFR, Part 26) to execute the attached Disadvantaged Business Enterprise Implementation Agreement to be eligible for federal Department of Transportation funds; and,

**WHEREAS**, the Disadvantaged Business Enterprise Implementation Agreement language was updated by Caltrans in September of 2020; and,

**WHEREAS**, the Town of Paradise is required to execute this updated agreement and implement this DBE program to be eligible to receive funds for federal fiscal year 20/21; and,

**WHEREAS**, the Town of Paradise desires to rescind resolution 09-14, the previous DBE Implementation Agreement; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF PARADISE AS FOLLOWS:**

**Section 1.** Resolution 09-14 is hereby rescinded.

**Section 2.** The attached California Department of Transportation Disadvantaged Business Enterprise (DBE) Implementation Agreement and DBE program is hereby approved as the official policy of the Town of Paradise in accordance with Rule 49 CFR, Part 26.

**Section 3.** The Town Council authorizes the Town Manager to execute attached "Exhibit 9-A Disadvantaged Business Enterprise Implementation Agreement," with the Public Works Director/Town Engineer to serve as Liaison Officer.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13<sup>th</sup> day of October, 2020, by the following vote:

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AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Greg Bolin, Mayor

ATTEST:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwight L. Moore, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda Item: 2(e)**

**ORIGINATED BY:** Katie Simmons, Disaster Recovery Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** CalOES Authorized Agent Update  
**LONG TERM RECOVERY PLAN:** N/A

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 20-\_\_\_, A Resolution of the Town Council of the Town of Paradise authorizing agents to execute an application with the California Governor's Office of Emergency Services for obtaining certain federal financial assistance.

**Background:**

Recent staffing changes require the creation of a resolution to update the Town's authorized agents for Cal OES. The Town of Paradise, a public entity established under the laws of the State of California, may authorize its agent(s) to provide Cal OES for all matters pertaining to such state disaster assistance the assurances and agreements required.

An application updating the Town's authorized agents must then be filed with the Cal OES office for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

**Analysis:**

Currently, Authorized Agents include:

- Town Manager
- Finance Director

Upon review, the recommended Authorized Agents are:

- Town Manager
- Administrative Services Director / Town Treasurer
- Disaster Recovery Director

The resolution is universal and is effective for all open and future disasters up to three (3) years following the date of approval.

**Financial Impact:**

No financial impact to the Town.

**TOWN OF PARADISE  
RESOLUTION 20\_\_  
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AUTHORIZING AGENTS TO EXECUTE AN APPLICATION WITH THE  
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
FOR OBTAINING CERTAIN FEDERAL FINANCIAL ASSISTANCE**

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:**

**Section 1:** That the Town Manager, the Administrative Services Director, and the Disaster Recovery Director are hereby authorized to execute for and on behalf of the Town of Paradise, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

**Section 2:** That the Town of Paradise, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Section 3:** This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE THIS 13<sup>TH</sup> DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:**

AYES:

NOES:

ABSENT:

NOT VOTING:

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Greg Bolin, Mayor

ATTEST:

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Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

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Mark Habib, Town Attorney



Town of Paradise  
**Council Agenda Summary**  
October 13, 2020

Agenda No. 2(f)

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Originated By: Kate Anderson, Housing Program Manager

Reviewed By: Kevin Philips, Town Manager

Subject: Adopt Program Guidelines for the Camp Fire Recovery: Septic Repair and Replacement Pilot Program funded by the State Water Resources Control Board.

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**Council Action Requested:**

Adopt Resolution No. 20-\_\_\_, A Resolution of the Town Council of the Town of Paradise adopting Program Guidelines for the Camp Fire Recovery: Septic Repair and Replacement Pilot Program funded by the State Water Resources Control Board.

**Background:**

In response to the Camp Fire, Senate Bill 862 amended the Budget Act of 2018 to include in section 3940-101-0001 – For local assistance, State Water Resources Control Board Schedule (1) 3560 Water Quality, the following provisions:

6. (a) Of the amounts appropriated in this item, \$10,000,000 shall be used for the State Water Resources Control Board to provide emergency relief grants to households to fund well replacement, septic system replacement, permanent connections to public systems, well or septic abandonment, point-of-use and point-of-entry treatment systems, and debt relief for households who have financed well replacement as a result of the drought emergency.

(b) Of the amount described in subdivision (a) of this Provision 6, \$750,000 shall be used for the board to create a pilot program to provide grants for wells and septic replacements in households affected by the wildfire and not covered by insurance. To the extent there is a greater demand for this pilot program, upon approval from the Department of Finance, the board may authorize a higher amount of funding, from the amount described in subdivision (a) of this Provision 6, for this purpose.

The challenge of recovery from the Camp Fire is a daunting challenge. With debris clean up predominantly complete and the removal of standing burnt trees beginning, homeowners are focused on recovery and re-building in the community. Since the fire, the Town of Paradise has received 889 building permit applications, compared to the pre-fire permit applications of approximately 10 per year. Many of the septic systems throughout the Town were damaged during the fire or debris clean up, in addition to being inactive for over one year. This program targets assistance in septic replacement funding for uninsured and under-insured homeowners, which will assist the most challenged in recovery to rebuild their homes.

### **Discussion and Analysis:**

Eligible participants in the septic replacement grant program:

- Lost their home in the Camp fire.
- Home must be in the Camp Fire burn area (Town of Paradise).
- Homeowner has submitted an application for a septic permit to repair/replace their septic system, in conjunction with a previously or concurrently submitted rebuild building permit application, after the grant agreement is executed (i.e. no reimbursement for those who have already applied to repair/replace their septic).
- Homeowner is not insured or is underinsured: the intent would be to cover septic replacement costs for a homeowner if they didn't have insurance or were underinsured to cover the cost of replacing septic and the home.
- Eligible for replacement cost that corresponds to original home size or approved increased system capacity septic

Based on funding of \$750,000, approximately \$560,000 has been set-aside for the incorporated Town of Paradise, of which approximately 20% of the total, \$112,000, will be used for admin, planning and implementation.

The estimated need would be based on a program that will supplement uninsured and underinsured homeowner's septic replacement costs, of which an estimated 95% of the septic systems would be a standard system with an estimated cost of \$8,000 per unit and 5% are estimated for pressure dosed systems with an estimated cost of \$14,000 per unit. Based on this estimate, the \$448,000 would include assistance for 53 projects with standard systems and 2 projects with pressure dosed systems. Engineered Systems are not included at this time.

### **Alternatives:**

There are no apparent alternatives for funding this project at this time.

### **Financial Impact:**

The program guidelines have no financial impact on the General Fund and will add an



additional \$570,000 in grant funding that will support the Town's rebuilding efforts. There is no match requirement associated with this grant; therefore, this award has no financial impact.

**TOWN OF PARADISE  
RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING  
PROGRAM GUIDELINES FOR THE CAMP FIRE RECOVERY: SEPTIC REPAIR AND  
REPLACEMENT PILOT PROGRAM FUNDED BY THE  
STATE WATER RESOURCE CONTROL BOARD**

**WHEREAS**, the Paradise Town Council adopted Resolution 20-06, "A Resolution of the Town Council of the Town of Paradise Authorizing Entering Into A Funding Agreement with The State Water Resources Control Board And Authorizing And Designating Representatives For The Camp Fire Septic Tank Replacement Pilot Program"; and

**WHEREAS**, the Town of Paradise was awarded a grant of \$570,000 on April 2, 2020; and

**WHEREAS**, the Town Council now desires to adopt the Camp Fire Recovery: Septic Repair and Replacement Pilot Program Guidelines.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DOES HEREBY RESOLVE AS FOLLOWS:**

1. The Town Council hereby adopts the Camp Fire Recovery: Septic Repair and Replacement Pilot Program Guidelines dated October 13, 2020, as shown in the attached as Exhibit A.
2. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** BY THE TOWN COUNCIL OF THE TOWN OF PARADISE THIS 13TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
NOT VOTING: \_\_\_\_\_

\_\_\_\_\_  
Greg Bolin, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dina Volenski, Town Clerk

\_\_\_\_\_  
Mark A. Habib, Town Attorney

# **TOWN OF PARADISE**

## **CAMP FIRE RECOVERY: SEPTIC REPAIR AND REPLACEMENT PILOT PROGRAM**

**(State Water Resources Control Board)**

### **PROGRAM GUIDELINES**

**October 13, 2020**



**TOWN OF PARADISE  
CAMP FIRE RESPONSE: SEPTIC REPLACEMENT  
PROGRAM GUIDELINES**

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**TOWN OF PARADISE**  
**CAMP FIRE RECOVERY:**  
**SEPTIC REPAIR AND**  
**REPLACEMENT PILOT**  
**PROGRAM GUIDELINES**

**1.0. GENERAL**

The Town of Paradise, hereinafter referred to as the “Town”, has entered into a contractual relationship with the California State Water Resources Control Board (“SWRCB”) to administer one or more SWRCB-funded septic repair or replacement programs. The septic replacement program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for repair or replacement of residential septic systems damaged or destroyed by the Camp Fire, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance for the cost of necessary repairs/replacement that will provide the homeowner with a healthy, safe, sanitary and code-compliant wastewater system. The Program will be administered by the Town’s Business & Housing Services Department.

**1.1. APPLICATION PROCESS AND SELECTION**

**A. Waiting List/Homeowner Contact**

The Town will utilize a waiting list. In response to a homeowner’s request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first- come, first-served basis).

The Town will contact homeowners on the waiting list by mail and/or by telephone to advise of funding availability. The homeowner has 15 days to complete and return the grant application. The homeowner has an additional 15 days to submit supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 15-day period, the homeowner’s name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

**B. Application/Interview**

An application packet is provided to the homeowner for completion and submittal to the Town, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for system failure, ownership at time of the Camp Fire and documentation of insurance reimbursements.

**1.2. GRANT PROCESS**

A. Eligibility Determination

- i. Town will determine eligibility for the program based on the application packet and contact homeowner if additional information is needed. See Section 2 for Application Qualifications and Section 3 for Property Eligibility.
- ii. Town will send homeowner a letter of approval or denial of application.
- iii. If approved, the Town will have determined the needed repair (see 1.2.B).

B. Needed Repair

- i. Town-licensed septic evaluator:
  - a. A Town-licensed septic evaluator reports the condition of the existing septic system on the Town's electronic evaluation form. The Onsite Official reviews the form and states the findings.
    - 1. If Leach line replacements are required where certain soil conditions exist, contractor will dig test hole(s) necessary to determine the extent of repairs.
  - b. The Onsite Official provides a work write-up of necessary repairs.

C. Bid Solicitation

- i. The homeowner may choose to solicit his/her own bids or request that the Town solicit bids on his/her behalf. Invitations to bid are mailed to all eligible state-licensed septic contractors on file in efforts to obtain two reasonable bids. The homeowner is encouraged to accept the lowest reasonable bid.
- ii. Contractors must also be appropriately licensed and bonded by the State of California Contractors Licensing Board.
- iii. The Town determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list.

D. Grant Request/Approval

The grant request includes the cost of construction and other project costs (See Section 5 for eligible costs). The Septic Grant Review Committee will review the grant request for approval.

The Town's Septic Grant Review Committee, which consists of one staff from the Business & Housing Services Department, one staff from the Finance Department,

and one staff from the Onsite Department, must approve all grants.

In order to obtain funding, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing. Once approved, grant documents are executed the grant is funded.

**E. Repair/Replacement**

- i. Once determined eligible, the contractor is then notified of provisional award of bid (pending execution of Contractor Agreement). Notices of non-award are mailed to participating contractors, if requested.
- ii. A Construction Contract between homeowner and state-licensed septic contractors will be completed and signed, detailing work to be completed.
- iii. Selected state-licensed septic contractors will perform repair/replacement work as detailed in the Construction Contract.
- iv. Septic Permits are required for any repairs/replacement to on-site wastewater systems and must be issued BEFORE any repairs are made.
- v. Unless sufficient site information is available, supplemental site information, such as soil analysis data, will typically be required for on-site wastewater system expansion, relocation, repair or replacement. Any expansion requires a Land Use Review (\$285), paid for by Homeowner.

**F. Final Inspections/Notice of Completion/Final Payment**

When the project is completed, the state-licensed septic contractors submits final as-built drawing. The Town's Onsite Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded by the Town. Payment is released 35 days after the recording of the Notice of Completion.

**2.0. APPLICANT QUALIFICATIONS**

**2.1. UNINSURED/UNDERINSURED**

The Program is intended to support homeowners who were uninsured or underinsured at the time of the Camp Fire. Applicants will not be eligible if insurance reimbursement was sufficient to cover septic system repair/replacement costs.

Homeowners whose insurance coverage is not sufficient to repair or replace septic system may need to provide documentation of a denied claim to be eligible for the Program. Town may consult with the property insurance provider to determine coverage availability was not sufficient.

**2.1.1 OWNERSHIP REQUIREMENTS**

To be eligible, applicant must have owned property on November 8, 2018.

### **2.1.2 LIFE ESTATE**

Applicants meeting all other eligibility criteria who hold a Life Estate on the property are eligible for a septic replacement grant. The holder of the Fee Simple Estate will be required to sign all Program documents.

### **2.1.3 LIVING TRUST**

Applicants meeting all other eligibility criteria on a property with a title held by a living trust are eligible for a septic repair/replacement grant.

## **3.0. PROPERTY ELIGIBILITY**

Eligible properties are those within the Town's incorporated area, with a residence that was damaged or destroyed by the Camp Fire as listed on the CAL FIRE Damage Inventory. Properties with septic systems damaged by debris removal services may also be eligible if other reimbursement is unavailable.

Eligible properties are those for which a septic repair/replacement permit application has been submitted to the Onsite Department in conjunction with a building permit, and after the execution of the grant agreement ([Std Agree Date]).

## **4.0 MAXIMUM AMOUNT OF PROGRAM ASSISTANCE**

An eligible homeowner may qualify for the full cost of septic replacement work needed to comply with State and local codes and ordinances. The maximum grant amount shall not exceed \$17,000 per property assisted. The Septic Grant Review Committee may approve assistance that exceeds this amount on a case-by-case basis.

## **5.0. CONSTRUCTION**

### **5.1. STANDARDS**

- A. All septic system repairs and replacements should follow Town of Paradise Onsite Department procedures.
- B. Owner-installation or repair of tanks will not be permitted under the grant program.

### **5.2. ELIGIBLE CONSTRUCTION COSTS**

#### **5.2.1. REPAIR**

All septic system repairs must comply with the Town of Paradise *On Site Treatment of Wastewater* manual.



Allowable repair costs include:

- A. Cost of site evaluation, construction permit, and other related government fees.
- B. Related installation and labor costs.

### **5.2.2. REPLACEMENT**

For septic systems in need of replacement, a failed evaluation should be submitted to the Town of Paradise Onsite Department by a Town-Licensed septic evaluator.

All Town of Paradise Onsite wastewater procedures should be followed.

Allowable replacement costs include:

- A. Cost of site evaluation, construction permit, and other related government fees.
- B. Related installation and labor costs.

### **5.3. REPAIR CALLBACKS**

Contractors will comply with State law regarding all labor and material warranties.

## **6.0 EXCEPTIONS AND SPECIAL CIRCUMSTANCES**

### **6.1 AMENDMENTS**

The Town may make amendments to these Participant Guidelines. Any changes made shall be approved by the Septic Grant Committee and submitted to SWRCB for approval.

## **7.0 DISPUTE RESOLUTION AND APPEALS PROCEDURES**

### **7.1 PROGRAM COMPLAINT AND APPEAL PROCEDURE**

Complaints concerning the Town's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Town at the following address:

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291

The Town will then schedule a meeting with the Town's Septic Grant Review Committee. Their written response will be made within thirty (30) working days. The Grant Review Committee's decisions are final.

### **7.2 GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION**

## **CONTRACTOR**

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.



**Town of Paradise  
Council Agenda Summary  
Date: October 13, 2020**

**Agenda Item 2(g)**

**Originated by:** Brooke Kerrigan, Administrative Services Director / Treasurer

**Reviewed by:** Kevin Phillips, Town Manager

**Subject:** Contract with Hinderliter, deLlamas & Associates (HdL) Companies to Provide Sales and Use Tax Auditing, Monitoring, and Reporting Services

**COUNCIL ACTION REQUESTED**

1. Adopt Resolution No. 20-\_\_\_ , A Resolution of the Town Council of the Town of Paradise Authorizing Examination of Sales, Use and Transactions Tax Records; and,
2. Consider authorizing the Town Manager to execute an agreement with HdL Companies for services of sales, use, and transactions tax auditing, monitoring, and reporting; and,
3. Consider authorizing the examination of sales, use, and transactions tax records on file with the California Department of Tax and Fee Administration (CDTFA) by designated Town officials and HdL Companies.

**Background**

Sales, use, and transactions tax make up 10% of the General Fund's budgeted revenues for fiscal year 2020/21. Ballot sales tax Measure C and Measure V alone account for 5%. At a regular Measure C Advisory Committee meeting on July 28, 2020 HdL and committee members discussed the various factors effecting sales tax revenues within the Town of Paradise. Factors include the statewide decline seen in sales tax revenues in the second quarter of 2020 due to the pandemic, and the rebuild efforts in Paradise that appear to be offsetting revenue losses. Staff was given direction by committee members to bring a proposal for Town Council's consideration authorizing HdL Companies to audit and analyze the Town's sales tax collections.

**Analysis**

Rebuilding and recovery efforts in the Town of Paradise appear to be offsetting sales tax revenue declines seen in other parts of California. Materials and supplies brought in and used in Paradise are subject to the Town's Measure C (0.5%) district tax regardless of where the goods were purchased. This includes lumber, appliances, and other consumable goods. The California Department of Tax and Fee Administration (CDTFA) administers both the district tax and Bradley Burns sales and use tax (7.25%). The Bradley Burns tax in general is based on point of sale, whereas Measure C is based on point of delivery, or use.

Sales and use transactions tax became more complex by South Dakota vs. Wayfair in 2018. Through the Wayfair decision sales and use tax is now collected by larger online companies and remitted back to the states where the purchases are consumed. It's estimated the Wayfair case increased the Bradley Burns tax in California by \$125 to \$250 million and district tax increased by an estimated 1.8 to 3.5 %. While the Wayfair decision has added much more complexity to California's tax provisions, tax collections are now more fairly distributed. This is especially important since online sales have skyrocketed in last few years.

## **Summary**

Sales and use transactions tax have grown more complex. Without the necessary tools to identify trends, correct errors, and continually monitor sales tax, this revenue stream goes unrecognized as an economic tool to better understand Paradise's unique state of activities. Sales tax revenue, as an economic indicator, can link information of rebuilding efforts through movement of goods brought directly within Paradise' boundaries, and indirectly, consumerism trends can be traced to identify population increases and decreases. Expertise is needed to gather a better understanding of Paradise's own complexities, the likes of which have never been undertaken.

## **Proposed Agreement**

The services proposed in the agreement with HdL are analysis, reporting, and auditing and recovery services.

1. Analysis – Data base management and identifying changes in sales by individual business, business groups and categories; trend analysis by major groups and geographic areas; per capita outlet comparisons with regional and statewide sales
2. Reporting – Access for Town staff to HdL's web-based sales tax computer software which includes a variety of reports; quarterly reports to share with Council Members and the public without disclosing confidential information
3. Auditing and Recovery – tax audits to identify and correct any distribution and allocation errors; identification and follow-up with any potentially large purchases of supplies and equipment (e.g. hospitals and manufacturing plants); initiate contact with various agencies and companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect local sales activity; correct errors at the state level for revenue return

Additional services include meeting quarterly with the Town, assisting staff with questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions. Also included is continual monitoring of both Bradley Burns sales and use tax transactions and Measure C district tax transactions.

## **Financial Impact**

HdL Companies services is \$7,200 per year for two years (8 quarters) for sales tax and economic analysis and transaction district tax reports that are included in the quarterly sales tax analysis. HdL Companies proposes auditing fees of an initial twenty five percent for identification of any *new and recovered* sales tax revenues. This is reduced to 15% for the on-going new, and any recovered sales tax revenues for the duration of the contract.

**TOWN OF PARADISE  
RESOLUTION NO. 20-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE AUTHORIZING EXAMINATION OF SALES, USE  
AND TRANSACTIONS TAX RECORDS**

**WHEREAS**, pursuant to Paradise Municipal Code section 3.20.040, the Town of Paradise entered into a contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

**WHEREAS**, the Town Council of the Town of Paradise deems it desirable and necessary for authorized representatives of the Town to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department for the Town pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARADISE RESOLVES AS FOLLOWS:**

**Section 1.** That the Town Manager, Administrative Services Director, or other officer or employee of the Town designated in writing by the Town Manager to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the Town of Paradise with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the Town by the Department pursuant to the contract between the Town and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of Town sales, use and transactions taxes by the Department pursuant to that contract.

**Section 2.** That the Town Manager, Administrative Services Director, or other officer or employee of the Town designated in writing by the Town Manager to the Department, is

hereby appointed to represent the Town with authority to examine those sales, use and transactions tax records of the Department, for purposes related to the following governmental functions of the Town:

- (a) Town administration
- (b) Revenue management and budgeting
- (c) Community and economic development

The information obtained by examination of Department records shall be used only for those governmental functions of the Town of Paradise.

**Section 3.** The Town Manager is authorized to execute an agreement with Hinderliter, de Llamas & Associates (HdL), which is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the Town by the Department. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the Town to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of Town sales, use and transactions taxes by the Department pursuant to the contract between the Town and the Department and for purposes relating to the governmental functions of the Town listed in section 2 of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 8<sup>th</sup> day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Greg Bolin, Mayor

ATTEST:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwight L. Moore, Town Attorney



**TOWN OF PARADISE**  
**HDL Companies - SCOPE OF WORK / PRICING**  
**As of August 2020**

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1. Sales, use and transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors.
  2. An effective program of sales and use tax management will improve identification of economic opportunities; provide for more accurate sales and use tax forecasting; and assist in related revenue collections.
  3. Desires the combination of data entry, report preparation and analysis necessary to effectively manage its sales and use tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning.
- 

**SCOPE OF WORK-FULL SERVICE**

**A. SALES TAX AND ECONOMIC ANALYSIS SERVICES**

1. HDL shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the TOWN for the most current and all quarters back to fiscal year 1989-1990 or earlier, if the TOWN has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the TOWN on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. HDL shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. HDL shall meet quarterly with TOWN.
3. HDL shall additionally provide following each calendar quarter a summary analysis for the TOWN to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze TOWN'S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. HDL shall make available to TOWN staff HDL's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-town business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow TOWN staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

**B. ALLOCATION AUDIT AND RECOVERY SERVICES**

1. HDL shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales,

use and transactions tax income for the TOWN and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. HDL shall initiate contacts with state agencies, and sales management and 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. Such contacts will be conducted in a professional and courteous manner.
3. HDL shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the TOWN of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, HDL finds businesses located in the TOWN that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the TOWN, HDL may so advise TOWN and work with those businesses and the TOWN to encourage such changes.

#### C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. HDL shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the TOWN. Said reviews shall include:
  - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the TOWN boundaries, and therefore subject to transactions tax.
  - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the TOWN boundaries.
  - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
  - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Transactions Tax District.
2. HDL will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance TOWN's relations with the business community.
3. HDL shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the TOWN are recovered.

#### D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. HDL shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. HDL shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. HDL shall advise and work with TOWN Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
4. HDL shall make available to TOWN the HdL proprietary software program and database containing all applicable registration and quarterly allocation information for TOWN business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

#### COMPENSATION

##### SALES AND USE TAX

- A. HDL shall provide the sales tax and economic analysis Services described above for a fee of **\$400** 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 TOWN 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 TOWN, 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 HDL.
- B. HDL shall be further paid **15%** of all new and recovered sales, use and transactions tax revenue received by the TOWN as a result, in whole or in part, of the allocation audit and recovery services described above (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 TOWN 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 HDL and confirmation of corrections by the California Department of Tax and Fee Administration. TOWN shall pay audit fees upon HDL'S submittal of evidence of HDL'S work in support of recovery of subject revenue, including, without limitation, copies of CDTFA 549-S petition forms of any other correspondence between HDL 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 TOWN, it shall be HDL's responsibility to support in its invoices the audit fee attributable, in whole or in part, to HDL's Services.

### **TRANSACTIONS TAX**

- A. HDL shall be paid **\$200** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. HDL shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the TOWN as a result of audit and recovery work performed by HDL (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by TOWN or HDL to be increment attributable to causes other than HDL'S work pursuant to this agreement. In the event that HDL is responsible for an increase in the tax reported by businesses already properly making tax payments to the TOWN, it shall be HDL'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by HDL and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. HDL shall provide TOWN with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda Item: 5 (a)**

**ORIGINATED BY:** Susan Hartman, Community Development Director

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Public Hearing: Consider Introducing an Ordinance Amending Title 17 (Zoning) of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs within the Town of Paradise not Associated with a Health Facility

**LONG TERM RECOVERY PLAN:** Planning and Zoning – Tier 1

**COUNCIL ACTION REQUESTED:** Conduct the duly noticed and scheduled public hearing concerning this agenda item. Upon conclusion of the public hearing adopt either the recommended action or an alternative action.

**RECOMMENDATION:** Adopt a **MOTION TO:**

1. Concur with the project "CEQA determination" finding presented and considered by the Planning Commission on September 15, 2020, and embodied within Planning Commission Resolution No. 20-02; **AND**
2. Waive the first reading of Town Ordinance No. 599 and read by title only (roll call vote); **AND**
3. Introduce Town Ordinance No. 599, "An Ordinance Amending Text Regulations within Title 17 of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs Within the Town of Paradise" **OR**
4. Direct an alternative directive to town staff.

**BACKGROUND:**

During its July 14, 2020 meeting, the Town Council conducted a brief public discussion concerning the local needle and syringe exchange program, being conducted in the City of Chico by the Northern Valley Harm Reduction Coalition (NVHRC) as authorized by the State Dept of Public Health, and the fact that such services were recently expanded to allow delivery services to homes, RVs, tents, and other non-traditional dwellings. Concern was raised that, if services were

further expanded to include Paradise, improper collection and disposal of used needles and syringes via such exchange program services can present an imminent threat to, the health, property, safety and welfare of Town citizens, particularly due to the fact that the current Paradise Municipal Code does not specifically identify or regulate needle and syringe exchange programs within the Town of Paradise.

Points presented during discussion of the subject were acknowledged by the Town Council and they expressed a desire to have local regulations that would prohibit needle and syringe exchange program services within our community. They authorized the Town Attorney and staff to address potential changes to the Paradise Municipal Code (PMC) relative to this subject matter. This Town-initiated amendment to the Paradise Municipal Code is intended to facilitate input from the Planning Commission.

At the August 18, 2020 Planning Commission meeting Commissioners reviewed and discussed the proposed needle and syringe exchange ban ordinance. The majority of Commissioners present felt that additional information was necessary for them to take action. Requested from staff was a copy of a letter from the State Dept of Public Health to Assemblyman James Gallagher that was referenced in the findings for the Ordinance, pre and post exchange program statistics relating to improper needle disposal and increased property destruction from neighboring law enforcement depts, as well as text amendments that would allow for licensed medical facilities to potentially run an exchange program as part of their provided services. In addition, that same evening NVHRC released a statement that they were rescinding their syringe exchange program certification from the State Dept of Public Health in response to a lawsuit filed by a group of Chico residents and businesses.

The amended Ordinance was brought back to the September 15, 2020 Planning Commission meeting which included modified findings and purpose and an exception for needle and syringe exchange programs conducted as an accessory activity of a permitted health facility as defined in Health and Safety Code Sections 1250, 125.2, and 1250.3. After a thorough and thoughtful discussion, the Planning Commissions adopted a Resolution to recommend Town Council adoption of the modified Ordinance.

#### **ANALYSIS:**

Attached with this council agenda summary for your consideration and recommended adoption is an ordinance document prepared by staff that reflects the contents of the recommended Paradise Municipal Code text amendments contained within the attached Planning Commission Resolution No. 20-02.

Town staff has determined, and the Town Attorney has concurred that, the nature of the proposed text amendments is minor in that the possibility of adoption and implementation of the amendments would not result in a direct and significantly adverse effect upon the environment. Therefore, the proposed amendments can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) (General Rule Exemption).

Lastly, for your convenience and use, town staff has copied and attached other documents related to this agenda item.

**FINANCIAL IMPACT:**

There is no financial impact associated with the first reading and introduction of the ordinance.

Attachments

## LIST OF ATTACHMENTS

1. Notice of Public Hearing to be held on October 13, 2020 before the Paradise Town Council published in the Paradise Post.
2. Health and Safety Code Sections 1250, 1250.2, and 1250.3.
3. Press release from NVHRC dated August 18, 2020 rescinding their needle and syringe exchange program.
2. Planning Commission Resolution No. 20-02, "A Resolution of the Paradise Planning Commission Recommending Town Council Adoption of Text Amendments to Title 17 of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs Within the Town of Paradise".
3. Ordinance No. 599, "An Ordinance Amending Text Regulations within Title 17 of the Paradise Municipal Code Relative to Prohibiting the Establishment of Needle and Syringe Exchange Programs Within the Town of Paradise".



**TOWN OF PARADISE  
NOTICE OF PUBLIC HEARING  
PARADISE TOWN COUNCIL**

**NOTICE IS HEREBY GIVEN** by the Paradise Town Council that a public hearing will be held on **Tuesday, October 13, 2020** at 6:00 p.m. in the Town Hall Council Chambers, 5555 Skyway, Paradise, California, regarding the following matters:

**a. Item determined to be exempt from environmental review under CEQA Guidelines section 15061(b)(3) (General rule exemption)**

PARADISE MUNICIPAL CODE: Town Council consideration of a Planning Commission Resolution recommending Town Council approval of proposed text amendments to the zoning regulations in Paradise Municipal Code (PMC) Title 17 (Zoning Ordinance). If adopted by the Town Council, the amendments would: 1. Add a new chapter of regulations pertaining to needle and exchange programs, as defined by Health and Safety Code Section 121349, et. Seq., within the Town of Paradise; and 2. Specifically enumerates the establishment, operation, conduct, or engagement in a needle and syringe exchange program within the Town of Paradise to be unlawful unless associated with a health facility.

The project file is available for public inspection at the Town Development Services Department, Town Hall. If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Clerk at, or prior to, the public hearing. For further information please contact the Town Development Services Department (planning division), Town Hall, 5555 Skyway, Paradise, CA (530) 872-6291, extension 114.

Dina Volenski  
Town Clerk

**State of California**

**HEALTH AND SAFETY CODE**

**Section 1250**

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1250. As used in this chapter, “health facility” means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer, and includes the following types:

(a) “General acute care hospital” means a health facility having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff that provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital may include more than one physical plant maintained and operated on separate premises as provided in Section 1250.8. A general acute care hospital that exclusively provides acute medical rehabilitation center services, including at least physical therapy, occupational therapy, and speech therapy, may provide for the required surgical and anesthesia services through a contract with another acute care hospital. In addition, a general acute care hospital that, on July 1, 1983, provided required surgical and anesthesia services through a contract or agreement with another acute care hospital may continue to provide these surgical and anesthesia services through a contract or agreement with an acute care hospital. The general acute care hospital operated by the State Department of Developmental Services at Agnews Developmental Center may, until June 30, 2007, provide surgery and anesthesia services through a contract or agreement with another acute care hospital. Notwithstanding the requirements of this subdivision, a general acute care hospital operated by the Department of Corrections and Rehabilitation or the Department of Veterans Affairs may provide surgery and anesthesia services during normal weekday working hours, and not provide these services during other hours of the weekday or on weekends or holidays, if the general acute care hospital otherwise meets the requirements of this section.

A “general acute care hospital” includes a “rural general acute care hospital.” However, a “rural general acute care hospital” shall not be required by the department to provide surgery and anesthesia services. A “rural general acute care hospital” shall meet either of the following conditions:

(1) The hospital meets criteria for designation within peer group six or eight, as defined in the report entitled Hospital Peer Grouping for Efficiency Comparison, dated December 20, 1982.

(2) The hospital meets the criteria for designation within peer group five or seven, as defined in the report entitled Hospital Peer Grouping for Efficiency Comparison, dated December 20, 1982, and has no more than 76 acute care beds and is located in a census dwelling place of 15,000 or less population according to the 1980 federal census.

(b) “Acute psychiatric hospital” means a health facility having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff that provides 24-hour inpatient care for persons with mental health disorders or other patients referred to in Division 5 (commencing with Section 5000) or Division 6 (commencing with Section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy, and dietary services.

(c) (1) “Skilled nursing facility” means a health facility that provides skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis.

(2) “Skilled nursing facility” includes a “small house skilled nursing facility (SHSNF),” as defined in Section 1323.5.

(d) “Intermediate care facility” means a health facility that provides inpatient care to ambulatory or nonambulatory patients who have recurring need for skilled nursing supervision and need supportive care, but who do not require availability of continuous skilled nursing care.

(e) “Intermediate care facility/developmentally disabled habilitative” means a facility with a capacity of 4 to 15 beds that provides 24-hour personal care, habilitation, developmental, and supportive health services to 15 or fewer persons with developmental disabilities who have intermittent recurring needs for nursing services, but have been certified by a physician and surgeon as not requiring availability of continuous skilled nursing care.

(f) “Special hospital” means a health facility having a duly constituted governing body with overall administrative and professional responsibility and an organized medical or dental staff that provides inpatient or outpatient care in dentistry or maternity.

(g) “Intermediate care facility/developmentally disabled” means a facility that provides 24-hour personal care, habilitation, developmental, and supportive health services to persons with developmental disabilities whose primary need is for developmental services and who have a recurring but intermittent need for skilled nursing services.

(h) “Intermediate care facility/developmentally disabled-nursing” means a facility with a capacity of 4 to 15 beds that provides 24-hour personal care, developmental services, and nursing supervision for persons with developmental disabilities who have intermittent recurring needs for skilled nursing care but have been certified by a physician and surgeon as not requiring continuous skilled nursing care. The facility shall serve medically fragile persons with developmental disabilities or who demonstrate significant developmental delay that may lead to a developmental disability if not treated.

(i) (1) “Congregate living health facility” means a residential home with a capacity, except as provided in paragraph (4), of no more than 18 beds, that provides inpatient care, including the following basic services: medical supervision, 24-hour skilled nursing and supportive care, pharmacy, dietary, social, recreational, and at least one type of service specified in paragraph (2). The primary need of congregate living health facility residents shall be for availability of skilled nursing care on a recurring, intermittent, extended, or continuous basis. This care is generally less intense than that provided in general acute care hospitals but more intense than that provided in skilled nursing facilities.

(2) Congregate living health facilities shall provide one or more of the following services:

(A) Services for persons who are mentally alert, persons with physical disabilities, who may be ventilator dependent.

(B) Services for persons who have a diagnosis of terminal illness, a diagnosis of a life-threatening illness, or both. Terminal illness means the individual has a life expectancy of six months or less as stated in writing by his or her attending physician and surgeon. A “life-threatening illness” means the individual has an illness that can lead to a possibility of a termination of life within five years or less as stated in writing by his or her attending physician and surgeon.

(C) Services for persons who are catastrophically and severely disabled. A person who is catastrophically and severely disabled means a person whose origin of disability was acquired through trauma or nondegenerative neurologic illness, for whom it has been determined that active rehabilitation would be beneficial and to whom these services are being provided. Services offered by a congregate living health facility to a person who is catastrophically disabled shall include, but not be limited to, speech, physical, and occupational therapy.

(3) A congregate living health facility license shall specify which of the types of persons described in paragraph (2) to whom a facility is licensed to provide services.

(4) (A) A facility operated by a city and county for the purposes of delivering services under this section may have a capacity of 59 beds.

(B) A congregate living health facility not operated by a city and county servicing persons who are terminally ill, persons who have been diagnosed with a life-threatening illness, or both, that is located in a county with a population of 500,000 or more persons, or located in a county of the 16th class pursuant to Section 28020 of the Government Code, may have not more than 25 beds for the purpose of serving persons who are terminally ill.

(5) A congregate living health facility shall have a noninstitutional, homelike environment.

(j) (1) “Correctional treatment center” means a health facility operated by the Department of Corrections and Rehabilitation, the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, or a county, city, or city and county law enforcement agency that, as determined by the department, provides inpatient health services to that portion of the inmate population who do not require a general acute care level of basic services. This definition shall not apply to those areas of a

law enforcement facility that houses inmates or wards who may be receiving outpatient services and are housed separately for reasons of improved access to health care, security, and protection. The health services provided by a correctional treatment center shall include, but are not limited to, all of the following basic services: physician and surgeon, psychiatrist, psychologist, nursing, pharmacy, and dietary. A correctional treatment center may provide the following services: laboratory, radiology, perinatal, and any other services approved by the department.

(2) Outpatient surgical care with anesthesia may be provided, if the correctional treatment center meets the same requirements as a surgical clinic licensed pursuant to Section 1204, with the exception of the requirement that patients remain less than 24 hours.

(3) Correctional treatment centers shall maintain written service agreements with general acute care hospitals to provide for those inmate physical health needs that cannot be met by the correctional treatment center.

(4) Physician and surgeon services shall be readily available in a correctional treatment center on a 24-hour basis.

(5) It is not the intent of the Legislature to have a correctional treatment center supplant the general acute care hospitals at the California Medical Facility, the California Men's Colony, and the California Institution for Men. This subdivision shall not be construed to prohibit the Department of Corrections and Rehabilitation from obtaining a correctional treatment center license at these sites.

(k) "Nursing facility" means a health facility licensed pursuant to this chapter that is certified to participate as a provider of care either as a skilled nursing facility in the federal Medicare Program under Title XVIII of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.) or as a nursing facility in the federal Medicaid Program under Title XIX of the federal Social Security Act (42 U.S.C. Sec. 1396 et seq.), or as both.

(l) Regulations defining a correctional treatment center described in subdivision (j) that is operated by a county, city, or city and county, the Department of Corrections and Rehabilitation, or the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, shall not become effective prior to, or, if effective, shall be inoperative until January 1, 1996, and until that time these correctional facilities are exempt from any licensing requirements.

(m) "Intermediate care facility/developmentally disabled-continuous nursing (ICF/DD-CN)" means a homelike facility with a capacity of four to eight, inclusive, beds that provides 24-hour personal care, developmental services, and nursing supervision for persons with developmental disabilities who have continuous needs for skilled nursing care and have been certified by a physician and surgeon as warranting continuous skilled nursing care. The facility shall serve medically fragile persons who have developmental disabilities or demonstrate significant developmental delay that may lead to a developmental disability if not treated. ICF/DD-CN facilities shall be subject to licensure under this chapter upon adoption of licensing regulations in accordance with Section 1275.3. A facility providing continuous skilled nursing services to persons with developmental disabilities pursuant to Section 14132.20 or

14495.10 of the Welfare and Institutions Code shall apply for licensure under this subdivision within 90 days after the regulations become effective, and may continue to operate pursuant to those sections until its licensure application is either approved or denied.

(n) “Hospice facility” means a health facility licensed pursuant to this chapter with a capacity of no more than 24 beds that provides hospice services. Hospice services include, but are not limited to, routine care, continuous care, inpatient respite care, and inpatient hospice care as defined in subdivision (d) of Section 1339.40, and is operated by a provider of hospice services that is licensed pursuant to Section 1751 and certified as a hospice pursuant to Part 418 of Title 42 of the Code of Federal Regulations.

(Amended by Stats. 2015, Ch. 483, Sec. 1. (AB 1211) Effective October 4, 2015.)



**State of California**

**HEALTH AND SAFETY CODE**

**Section 1250.2**

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1250.2. (a) (1) As defined in Section 1250, “health facility” includes a “psychiatric health facility,” defined to mean a health facility, licensed by the State Department of Health Care Services, that provides 24-hour inpatient care for people with mental health disorders or other persons described in Division 5 (commencing with Section 5000) or Division 6 (commencing with Section 6000) of the Welfare and Institutions Code. This care shall include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.

(2) It is the intent of the Legislature that the psychiatric health facility shall provide a distinct type of service to psychiatric patients in a 24-hour acute inpatient setting. The State Department of Health Care Services shall require regular utilization reviews of admission and discharge criteria and lengths of stay in order to ensure that these patients are moved to less restrictive levels of care as soon as appropriate.

(b) (1) The State Department of Health Care Services may issue a special permit to a psychiatric health facility for it to provide structured outpatient services (commonly referred to as SOPS) consisting of morning, afternoon, or full daytime organized programs, not exceeding 10 hours, for acute daytime care for patients admitted to the facility. This subdivision shall not be construed as requiring a psychiatric health facility to apply for a special permit to provide these alternative levels of care.

(2) The Legislature recognizes that, with access to structured outpatient services, as an alternative to 24-hour inpatient care, certain patients would be provided with effective intervention and less restrictive levels of care. The Legislature further recognizes that, for certain patients, the less restrictive levels of care eliminate the need for inpatient care, enable earlier discharge from inpatient care by providing a continuum of care with effective aftercare services, or reduce or prevent the need for a subsequent readmission to inpatient care.

(c) Any reference in any statute to Section 1250 of the Health and Safety Code shall be deemed and construed to also be a reference to this section.

(d) Notwithstanding any other law, and to the extent consistent with federal law, a psychiatric health facility shall be eligible to participate in the medicare program under Title XVIII of the federal Social Security Act (42 U.S.C. Sec. 1395 et seq.), and the medicaid program under Title XIX of the federal Social Security Act (42 U.S.C. Sec. 1396 et seq.), if all of the following conditions are met:

(1) The facility is a licensed facility.

(2) The facility is in compliance with all related statutes and regulations enforced by the State Department of Health Care Services, including regulations contained in Chapter 9 (commencing with Section 77001) of Division 5 of Title 22 of the California Code of Regulations.

(3) The facility meets the definitions and requirements contained in subdivisions (e) and (f) of Section 1861 of the federal Social Security Act (42 U.S.C. Sec. 1395x(e) and (f)), including the approval process specified in Section 1861(e)(7)(B) of the federal Social Security Act (42 U.S.C. Sec. 1395x(e)(7)(B)), which requires that the state agency responsible for licensing hospitals has ensured that the facility meets licensing requirements.

(4) The facility meets the conditions of participation for hospitals pursuant to Part 482 of Title 42 of the Code of Federal Regulations.

(Amended by Stats. 2014, Ch. 144, Sec. 26. (AB 1847) Effective January 1, 2015.)



**State of California**

**HEALTH AND SAFETY CODE**

**Section 1250.3**

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1250.3. (a) As defined in Section 1250, “health facility” includes the following type: “Chemical dependency recovery hospital” means a health facility that provides 24-hour inpatient care for persons who have a dependency on alcohol or other drugs, or both alcohol and other drugs. This care shall include, but not be limited to, the following basic services: patient counseling, group therapy, physical conditioning, family therapy, outpatient services, and dietetic services. Each facility shall have a medical director who is a physician and surgeon licensed to practice in this state.

(b) The Legislature finds and declares that problems related to the inappropriate use of alcohol or other drugs, or both alcohol and other drugs, are widespread and adversely affect the general welfare of the people of the State of California. It is the intent of the Legislature that the chemical dependency recovery hospital will provide an innovative inpatient treatment program for persons who have a dependency on alcohol or drugs, or both alcohol and other drugs. The Legislature further finds and declares that significant cost reductions can be achieved by chemical dependency recovery hospitals when both of the following conditions exist:

(1) Architectural requirements established by the department encourage a flexible and open construction approach that significantly reduces capital construction costs.

(2) Programs are designed to provide comprehensive inpatient treatment while permitting substantial flexibility in the use of qualified personnel to meet the specific needs of the patients of the facility.

(c) Beds classified as chemical dependency recovery beds in a general acute care hospital or acute psychiatric hospital or a freestanding facility that is owned or leased by the general acute care hospital or the acute psychiatric hospital, that is located on the same premises or adjacent premises thereof, not to exceed a 15-mile radius within the same health facility planning area, as defined January 1, 1981, by the Office of Statewide Health Planning and Development, and that is under the administrative control of the general acute care hospital or the acute psychiatric hospital, shall be used exclusively for alcohol or other drug dependency treatment, or both alcohol and other drug dependency treatment. No general acute care hospital or acute psychiatric hospital or a freestanding facility, as defined in this subdivision, shall, without fulfilling the requirements of the licensing laws and health planning laws, convert beds classified as chemical dependency recovery beds to any other bed classification or provide new chemical dependency recovery beds by increasing bed capacity.

(d) (1) Chemical dependency recovery services may be provided as a supplemental service in existing general acute care beds and acute psychiatric beds in a general acute care hospital or in existing acute psychiatric beds in an acute psychiatric hospital

or in existing beds in a freestanding facility, as defined in subdivision (c). When providing chemical dependency recovery services as a supplemental service, the general acute care hospital, acute psychiatric hospital, or freestanding facility, as defined in subdivision (c), shall provide the supplemental services in a distinct part of the hospital or freestanding facility, if the distinct part satisfies the criteria established by law and regulation for approval as a chemical dependency recovery supplemental service.

(2) For purposes of this subdivision, “distinct part” means an identifiable unit of a hospital or a freestanding facility, as defined in subdivision (c), accommodating beds, and related services, including, but not limited to, contiguous rooms, a wing, a floor, or a building that is approved by the department for a specific purpose. Notwithstanding any other provisions of this subdivision, an acute psychiatric hospital that provides all of the basic services specified in subdivision (b) of Section 1250 may, subject to the approval of the department, have all of its licensed acute psychiatric beds approved for chemical dependency recovery services. Chemical dependency recovery services provided pursuant to this subdivision shall not require a separate license or reclassification of beds under the health planning laws.

(e) If the chemical dependency recovery hospital is not a supplemental service of a general acute care hospital, it shall have agreements with one or more general acute care hospitals providing for 24-hour emergency service and pharmacy, laboratory, and any other services that the department may require.

(f) Any reference in any statute to Section 1250 shall be deemed and construed to also be a reference to this section.

(Amended by Stats. 2006, Ch. 538, Sec. 349. Effective January 1, 2007.)



August 18, 2020

## FOR IMMEDIATE RELEASE

### Northern Valley Harm Reduction Coalition Withdraws Syringe Exchange Certification

Today Northern Valley Harm Reduction Coalition (NVHRC) is announcing they will be rescinding their Syringe Exchange Program (SEP) certification from the California Department of Public Health (CDPH) after a lawsuit filed against NVHRC by a group of Chico residents and businesses.

NVHRC is an all-volunteer harm reduction program that started in 2018 to address an unmet and growing need for evidence-based and life-saving harm reduction services in Chico. NVHRC spent a year distributing naloxone, which can save the lives of people suffering opioid overdoses, providing accessible syringe disposal, referrals, and health education to the community before becoming certified by CDPH to provide safe injection equipment in addition to their core harm reduction services. NVHRC spent the first year of operation meeting with elected officials, law enforcement, social service providers, business owners and public health to get input and feedback about the development of our proposed syringe services program. Once we received our certification in October 2019, NVHRC continued to stay in dialogue with Chico City Council, elected officials and has remained open throughout this process to hearing and addressing community concerns. Despite these efforts, the group's co-founders began to experience harassment, in person and over social media, by a small but vocal group of protestors. The harassment most recently escalated into targeted threats of violence, doxxing and an organized effort to intimidate and humiliate NVHRC program participants.

In addition to providing safer injection supplies, NVHRC operates a syringe litter reporting line, collects thousands of used syringes for safe disposal every week, performs weekly syringe litter cleanups across the City of Chico, provides overdose reversal training, and offers referrals to addiction treatment facilities, medically assisted treatment (MAT) programs, housing, medical care, and more. To date, NVHRC has performed over thirty HIV and Hepatitis C rapid tests and connected people to the appropriate treatment and care. Additionally, NVHRC has distributed over 2,000 boxes of naloxone, and received 45 overdose reversal reports, meaning 45 lives potentially saved.

The plaintiffs filed a lawsuit that includes a claim for violation of the California Environmental Quality Act (CEQA). While the plaintiffs' interpretation of this law is out of sync with the law's intent, members of NVHRC have decided to not squander energy and state resources in the courtroom, and instead take the necessary steps to prioritize the safety of their community members in an



increasingly hostile situation, and to focus their energy on protecting harm reduction services in Butte County over the long term. NVHRC will continue many of our services including syringe litter pick up, safe disposal, naloxone distribution, referrals and outreach in the community.

"Our organization remains invested in the health and wellness of this community. Our decision to rescind our application is part of a larger sustainability strategy to ensure safe syringe access is protected in our region long-term," said NVHRC Program Manager Angel Gomez.

"Obviously this is a setback and loss for the Chico community and people who use injection drugs, but we remain deeply invested in providing public health services to our participants. Though we have stopped providing sterile syringes effective August 17 pursuant to the rescinded syringe program, we will continue to support our participants by providing our other existing services while growing and strengthening our program," Said NVHRC Outreach Coordinator and HIV/HCV Test Counselor, Marin Hambley.

"It's very clear that the plaintiffs in this case are not actually concerned about the environment. They are the same people who support and fund right-wing Republican representatives who have passed bills to get CEQA exemptions for big developments. They are the same people who are encouraging the local police to sweep homeless encampments during a pandemic. They are the same people who have fought against shelters and low-barrier housing options after mass displacement in their community due to wildfires. What is really devastating about this is that the consequence of this kind of hatred is that more people in their community will die from overdose, more of them will contract Hepatitis C and HIV, and overall not only is this a greater cost to taxpayers, it's also completely preventable. This attitude toward people who use drugs is archaic – even the Trump administration supports syringe services as a public health intervention" said Jenna Haywood, the Capacity Building and Community Mobilization Manager at national Harm Reduction Coalition, an organization that provides technical assistance and training for NVHRC and all harm reduction programs across the state.

"I've been working with NVHRC since they started and have seen unwavering dedication to their community and development of a community-based syringe services program that is in line with best practices. NVHRC volunteers did this despite mean-spirited protestors committing violence against them and their participants. I watched the horrific video footage of an elderly participant with a walker being shoved to the ground. Obviously that kind of hatred can be both traumatic and isolating but I want NVHRC to know that they are on the right side of history and they have so many people on their side who will continue to fight with them for the right of their community to have access to public health services and compassionate care," said Savannah O'Neill, the Capacity Building and Community Development Manager of the Harm Reduction Coalition.

For questions please contact [nvharmreduction@gmail.com](mailto:nvharmreduction@gmail.com) or (530) 332-8065

**TOWN OF PARADISE PLANNING COMMISSION  
RESOLUTION 20-02**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING TOWN COUNCIL  
ADOPTION OF TEXT AMENDMENTS TO TITLE 17 OF THE PARADISE MUNICIPAL CODE RELATIVE  
TO PROHIBITING THE ESTABLISHMENT OF NEEDLE AND SYRINGE EXCHANGE PROGRAMS  
WITHIN THE TOWN OF PARADISE**

**WHEREAS**, the Town of Paradise is legally required to direct and regulate land development and land uses via zoning regulations and other means that are consistent with its current Paradise General Plan as well as current state planning and zoning law; and

**WHEREAS**, the Paradise Planning Commission finds that there is a compelling need for the Town Council of the Town of Paradise to adopt the foregoing Paradise Municipal Code (PMC) amendments to assist with ongoing efforts to minimize a potential threat to the health, property, safety and welfare of Town citizens, and

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on September 15, 2020 to study and consider recommending Town Council adoption of text amendments to PMC Title 17 (Zoning Ordinance) as proposed by Town staff; and

**WHEREAS**, the public review also included review and determination that the proposed PMC text amendment is an activity that is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (general rule exemption) because there is no possibility that the amendment would result in a significantly adverse effect upon the environment; and

**WHEREAS**, the Planning Commission has considered the recommendation of the Town staff, etc., as well as input received during the public hearing; and on the basis of the foregoing, has determined that the text amendments to PMC Title 17 (Zoning Ordinance) is warranted at this time in order to prohibit the establishment of needle and syringe exchange programs within the Town of Paradise not associated with a health facility.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF PARADISE** as follows:

The Planning Commission hereby recommends to the Town Council of the Town of Paradise, adoption of the proposed text amendments to PMC Title 17 (Zoning Ordinance) as set forth in **Exhibit "A"** attached hereto and made a part of by reference; and recommends to the Town Council that the proposed Paradise Municipal Code text amendments is not subject to the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule categorical exemption provisions of CEQA Guidelines Section 15061.

TOWN OF PARADISE  
PLANNING COMMISSION  
RESOLUTION NO. 20-02

**PASSED AND ADOPTED** by the Planning Commission of the Town of Paradise this 15th day of September 2020 by the Following Vote:

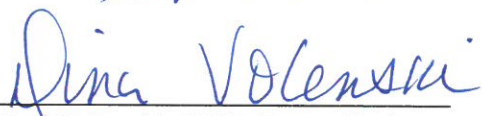
**AYES:** Lynn Costa, Ron Lassonde, Zeb Reynolds and Kim Morris, Chair

**NOES:** None

**ABSENT:** Anita Towslee (Deceased)

**ABSTAIN:** None

  
\_\_\_\_\_  
Kim Morris, Chair

**ATTEST:** *September 16, 2020*  
  
\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

## EXHIBIT "A"

**SECTION 1:** A new Chapter 17.32.1 [NEEDLE AND SYRINGE EXCHANGE] shall be added to Paradise Municipal Code Title 17 [Zoning Ordinance] to read as follows:

### Sections:

17.32.1.1 Findings and Purpose

17.32.1.2 Prohibition

17.32.1.3 No Zone

#### **17.32.1.1 Findings and Purpose.**

- A. The California Department of Public Health (CDPH) may authorize a Needle and Syringe Exchange Program (NSEP) in local communities pursuant to Health and Safety Code Section 121349, et seq.; and
- B. Improper collection and disposal of used hypodermic needles and syringes is inimical to, and presents an imminent threat to, the health, property, safety and welfare of Town citizens; and
- C. Pursuant to the Town's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the Town Council of the Town of Paradise has the authority to enact and enforce ordinances and regulations for the public peace, health and welfare of the Town and its residents; and
- D. Government Code Section 38771 authorizes the Town, through its legislative body, to declare actions and activities that constitute a public nuisance; and
- E. As to matters concerning land use, and of buildings thereon, Title 17 (Zoning) of the Paradise Municipal Code is intended to promote the growth of the Town in an orderly manner and promote and protect the public health safety, peace, comfort and general welfare in conformance with the Town's General Plan; and
- F. Needle and syringe exchange programs are not an enumerated use under Title 17 of the Paradise Municipal Code, which does not specifically identify or regulate needle and syringe exchange programs within the Town of Paradise; and
- G. The operation of a needle and syringe exchange program carries the risk of negatively impacting the Goals and Safety Element of the Town's General Plan; and
- H. The Town Council finds that the commencement, establishment and/or operation of a needle and syringe exchange program, unless operated as an accessory activity of a health facility as defined in Health and Safety Code Sections 1250, 1250.2, and 1250.3, or out patient clinic if a 24-hour facility is not available would pose a current and immediate threat to the public health, safety or welfare.



**17.32.1.2 Prohibition.** It shall be unlawful for any person to establish, operate, conduct, or engage in a needle and syringe exchange program, as defined by Health and Safety Code Section 121349, et seq. within the Town of Paradise unless it operated as an accessory activity of a permitted health facility as defined in Health and Safety Code Sections 1250, 1250.2, and 1250.3.

**17.32.1.3 No Zone.** Except as permitted in a health facility, as defined in Health and Safety Code Sections 1250, 1250.2, and 1250.3, no other property in any zone of the Town shall be used for purposes of a needle and syringe exchange program of any type, including as defined by Health and Safety Code Section 121349 et seq. The use of any property for such purpose shall be a public nuisance and may be abated as provided in the Paradise Municipal Code or pursuant to state law. A violation of this Chapter shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of the Town, create a cause of separate action for injunctive relief as well as any other available civil remedies.



**TOWN OF PARADISE  
ORDINANCE NO. 599**

**AN ORDINANCE OF THE TOWN OF PARADISE ADDING CHAPTER 17.32.1 TO  
THE PARADISE MUNICIPAL CODE PROHIBITIING THE ESTABLISHMENT OF  
NEEDLE AND SYRINGE EXCHANGE PROGRAMS WITHIN  
THE TOWN OF PARADISE**

The Town Council of the Town of Paradise **DOES ORDAIN AS FOLLOWS:**

**Section. 1.** Chapter 17.32.1 is added to the Paradise Municipal Code to read as follows:

**CHAPTER 17.32.1  
NEEDLE AND SYRINGE EXCHANGE**

**Sections:**

- 17.32.1.1 Findings and Purpose.
- 17.32.1.2 Prohibition.
- 17.32.1.3 No Zone.

**17.32.1.1 Findings and Purpose.**

- A. The California Department of Public Health (CDPH) may authorize a Needle and Syringe Exchange Program (NSEP) in local communities pursuant to Health and Safety Code section 121349, et seq.; and
- B. Improper collection and disposal of used hypodermic needles and syringes is inimical to, and presents an imminent threat to, the health, property, safety and welfare of Town citizens; and
- C. Pursuant to the Town's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the Town Council of the Town of Paradise has the authority to enact and enforce ordinances and regulations for the public peace, health and welfare of the Town and its residents; and
- D. Government Code Section 38771 authorizes the Town, through its legislative body, to declare actions and activities that constitute a public nuisance; and
- E. As to matters concerning land use, and of buildings thereon, Title 17 (Zoning) of the Paradise Municipal Code is intended to promote the growth of the Town in an

orderly manner and promote and protect the public health safety, peace, comfort and general welfare in conformance with the Town's General Plan; and

- F. Needle and syringe exchange programs are not an enumerated use under Title 17 of the Paradise Municipal Code, which does not specifically identify or regulate needle and syringe exchange programs within the Town of Paradise; and
- G. The operation of a needle and syringe exchange program carries the risk of negatively impacting the Goals and Safety Element of the Town's General Plan; and
- H. The Town Council finds that the commencement, establishment and/or operation of a needle and syringe exchange program, unless operated as an accessory activity of a health facility as defined in Health and Safety Code Sections 1250, 1250.2, and 1250.3, or outpatient clinic if a 24-hour facility is not available would pose a current and immediate threat to the public health, safety or welfare.

**17.32.1.2 Prohibition.** It shall be unlawful for any person to establish, operate, conduct, or engage in a needle and syringe exchange program, as defined by Health and Safety Code Section 121349, et seq. within the Town of Paradise unless it is operated as an accessory activity of a permitted health facility as defined in Health and Safety Code Sections 1250, 1250.2, and 1250.3.

**17.32.1.3 No Zone.** Except as permitted in a health facility, as defined in Health and Safety Code Sections 1250, 1250.2, and 1250.3, no other property in any zone of the Town shall be used for purposes of a needle and syringe exchange program of any type, including as defined by Health and Safety Code Section 121349 et seq. The use of any property for such purpose shall be a public nuisance and may be abated as provided in the Paradise Municipal Code or pursuant to state law. A violation of this Chapter shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of the Town, create a cause of separate action for injunctive relief as well as any other available civil remedies.

**SECTION 2.** The Town Council finds that this Chapter is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), 15060(c)(3) and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines.

**SECTION 3.** The Town Council of the Town of Paradise hereby declares that should any section, paragraph, sentence, phrase, term or word of this ordinance be declared for any reason to be invalid, it is the intent of the Town Council that it would have adopted all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid. If any section, subdivision paragraph, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall

not affect the validity of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this ordinance, and each section, subdivision, paragraph sentence, clause and phrase irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

**Section 4.** This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

**PASSED AND ADOPTED** BY THE Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_ day of \_\_\_\_\_ 2020, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

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Greg Bolin, Mayor

ATTEST:

APPROVED AS TO FORM:

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DINA VOLENSKI, Town Clerk

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MARK A. HABIB, Town Attorney



**Town of Paradise  
Council Agenda Summary  
Date: October 13, 2020**

**Agenda Item: 5(b)**

**Originated by:** Colette Curtis, Assistant to the Town Manager

**Reviewed by:** Kevin Phillips, Town Manager

**Subject:** **Public Hearing for a Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant.**

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**Council Action Requested:**

1. Conduct the duly noticed and scheduled public hearing to solicit comments regarding a proposed Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant. (This is the first of two public hearings, no action is requested at this time, no action is requested at this time.)

**Background:**

The Town of Paradise has been a U.S. Department of Housing and Development (HUD) entitlement city since 1994. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

In June 2020, the Town allocated \$520,000 in funding from Housing Assistance to Multifamily Rental Housing Rehabilitation/Reconstruction in an effort to assist CHIP in rebuilding Paradise Community Village.

**Discussion:**

In the months since the substantial amendment in June 2020, CHIP was able to move forward with rebuilding without the need for funding from the Town of Paradise. In order to meet their construction schedule, they were unable to wait for the required environmental process for HUD funding through the Town. As a result, the Town must re-allocate the \$520,000 back to Housing Assistance from Multifamily Rental Housing Rehabilitation/Reconstruction. Once the funds are re-allocated to housing assistance, they can be utilized in our existing owner-occupied housing rehabilitation/reconstruction and first time homebuyer programs.

**Public Participation Process:**

- **The Draft Substantial Amendment** will be available to the public on Oct. 13, 2020. The draft will be available on the Town's website ([www.townofparadise.com](http://www.townofparadise.com)); and Town of Paradise Town Hall. The public

comment period is from Oct 13<sup>th</sup>, 2020 – Nov. 13<sup>th</sup>, 2020. Written comments should be addressed to Colette Curtis, 5555 Skyway, Paradise, CA 95969.

- **Town Council on the final Substantial Amendment:** Tuesday, Nov. 10<sup>th</sup>, 2020, at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Council will consider approving the submission of the proposed Substantial Amendment and receive additional public comment at this time.

### **Fiscal Impact Analysis:**

The impact of this agenda item will be to re-allocate \$520,000 from Multifamily Rental Housing Rehabilitation/Reconstruction back to Housing Assistance.



**TOWN OF PARADISE**  
SUBSTANTIAL AMENDMENT TO THE 2019-20 ANNUAL PLAN

<p><b><u>Jurisdiction:</u></b></p> <p>TOWN OF PARADISE</p> <p><a href="http://www.townofparadise.com">www.townofparadise.com</a></p>	<p><b><u>CDBG Contact Person and Address:</u></b></p> <p>Colette Curtis 5555 Skyway, Paradise, CA 95969 Phone: 530-872-6291 x112 Fax: 530-877-5059 Email: <a href="mailto:ccurtis@townofparadise.com">ccurtis@townofparadise.com</a></p>
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According to federal regulations and the Town of Paradise Citizen Participation Plan, any changes to an adopted CDBG budget that amounts to more than 25% of the annual allocation, and/or a cancellation or addition of a new project/activity, requires: (a) public notification for solicitation of comments, (b) two public hearings, and (c) Town Council approval. The amendment is then submitted to HUD for acceptance.

The following amendment to the 2019-20 CDBG Annual Plan is proposed for Council Consideration.

**Reallocate funds from Multifamily Rental Housing Rehabilitation to Housing Assistance**

The funding allocated to Multifamily Rental Housing Rehabilitation in June 2020 through the substantial amendment process will be allocated back to Housing Assistance. The Project which was to be funded through Multifamily Rental Housing Rehab is no longer in need of funding assistance. The funds will be used in Housing Assistance through our existing Owner Occupied Housing Rehabilitation Program and our First Time Home Buyer Program.

2019-2020  
CDBG Annual Plan Amendment

Program Year	Existing Multifamily Rental Rehabilitation Funds	Transferred to Housing Assistance	Funds Remaining Multifamily Rental Rehabilitation
2020	\$520,000	\$520,000	\$0

**PUBLIC PARTICIPATION:**

**The Draft Substantial Amendment** was made available to the public on Oct. 13<sup>th</sup>, 2020, following the first public hearing. The draft was available on the Town's website ([www.townofparadise.com](http://www.townofparadise.com)); and Town of Paradise Town Hall. The public comment period was from Oct 13<sup>th</sup>, 2020 – Nov 13<sup>th</sup>, 2020. Written comments should be addressed to Colette Curtis, 5555 Skyway, Paradise, CA 95969.

**Town Council on the final Substantial Amendment:** A second public hearing was held Tuesday, Nov. 10<sup>th</sup>, 2020, at 6:00 p.m. in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Council will consider approving the submission of the proposed Substantial Amendment and receive additional public comment at this time.



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda No. 5(c)**

**ORIGINATED BY:** Marc Mattox, Public Works Director / Town Engineer

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Underground District Public Hearing and & CPUC Complaint Update

**LONG TERM RECOVERY PLAN:** Yes – Tier One – Underground Utilities

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution 20-\_\_\_, A Resolution of the Town Council of the Town of Paradise (1) declaring and determining a certain area with the Town as the Paradise Arterials & Collectors Underground District (Underground District 20-1), and (2) finding and determining that public necessity, health or safety require the removal of poles, overhead wires, and associated structures, and ordering removal of same (Underground District 20-1) (ROLL CALL VOTE)

**Background:**

During the 2018 Camp Fire, evacuation corridors in Paradise were adversely affected by burned wooden utility poles carrying electric and telecommunication lines which had fallen into the roadway, creating extremely hazardous and precarious situations for the evacuating general public, as well as first responders in their attempt to assist with evacuations, firefighting and saving lives and property.



*A burned utility pole crossing a Paradise evacuation route during the Camp Fire. Source: AP/Getty Images*



Immediately following the fire, temporary poles were erected to serve customers with standing homes.

In conjunction with the Town's preparation of a Long-Term Recovery Plan, PG&E announced in May 2019 that it would begin an unprecedented project of undergrounding all electric distribution infrastructure in Paradise. The goal of reducing wildfire risk, meeting the community's desire for unobstructed egress and the Town's community engagement process helped drive this decision.

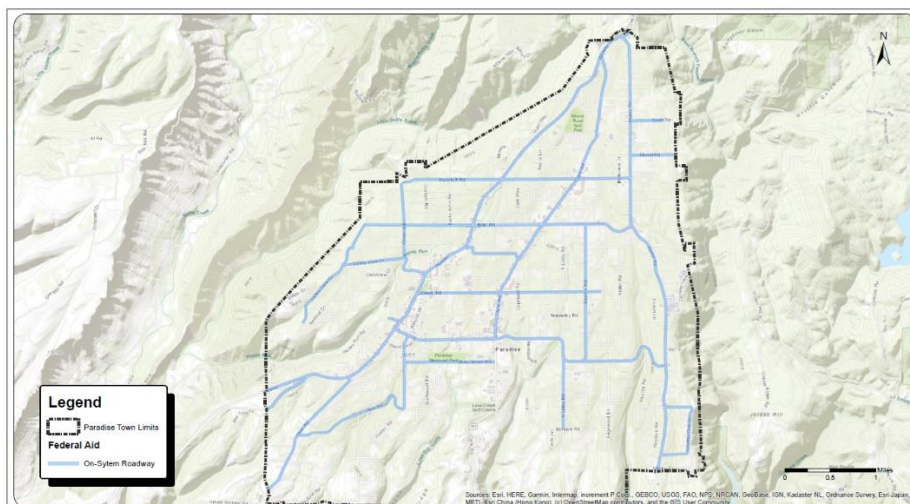
In July 2019, Paradise Town Council adopted the community's Long-Term Recovery Plan which identified Underground Utilities as one of the highest priority Partner-led projects, a critical component to the rebuilding of Paradise. The Plan also reinforces the Town's expectation that communication companies, Comcast and AT&T, will also follow suit and underground their infrastructure as utility poles are combustible and can block egress routes in a fire. This plan was created and vetted by the residents immediately following the Camp Fire for the express purpose of guiding and directing the disaster recovery process.

In late 2019, Paradise Town Council adopted and enacted a "Dig-Once" Policy, which states that the Town of Paradise and servicing utility companies must continuously communicate and coordinate relating to underground joint-trench opportunities. This policy, however, does not mandate any utility company to join underground trenches against their desires.

Since the adoption of the Long-Term Recovery Plan, PG&E has completed over 28 miles of undergrounding work in Paradise and is currently ramping up for an additional 20 miles to be installed by the end of 2020. At the time of this report, Comcast and AT&T have not installed **any** infrastructure in any of these trenches and have indicated to the Town of Paradise they have no intention to do so in the future.

On June 9, 2020 staff reported to Paradise Town Council that neither Comcast nor AT&T have indicated a willingness to participate in the joint trench opportunity with PG&E. Staff also reported on two potential approaches which could encourage or cause these companies to help the Town fully realize its safety objectives:

1. Advance a competing service by exploring and undertaking a Broadband Feasibility Study (underway), and;
2. Create a formal Rule 20A Underground Utility District on all eligible federal-aid collectors and arterials (mapped below).



While the Underground Utility District would not include all roadways as is desired by the Council and Community, it would allow the framework of the established legal Rule 20A program to be utilized and create a mandate for telecommunications providers to participate in the joint trench on critical roadways at their own cost – even if PG&E was using traditional Rule 20A tariff apportionments for their respective work.

Council gave direction to staff to set a public hearing date of July 14, 2020 for the creation of this Underground Utility District and asked for a return report and action item for filing a formal complaint to the California Public Utilities Commission (CPUC).

Since the June 9, 2020 Paradise Town Council meeting, staff has been contacted by CPUC staff that suggested to hold off on issuing a Public Hearing Notice for quite possibly the largest Rule 20A Underground Utility District considered. Town staff complied with this request and received feedback from CPUC Rule 20A Program staff, not CPUC legal opinion, that they did not believe creation of this Underground Utility District would achieve desired results. Alternatively, CPUC staff further encouraged the Town to pursue the formal complaint process through the CPUC in an effort to engage all stakeholders at one time on this issue.

Based on advice from the CPUC staff, Town staff did not issue the Notice of Public Hearing, understanding a report on this development could be made at the next scheduled Council meeting and further action could be deliberated. Staff understands the CPUC stance on the creation of the district and concurs that there is risk in the effort (and mailing cost) may not be effective.

On July 14, 2020 Paradise Town Council directed staff to submit a formal complaint to the CPUC relating to the lack of participation by Comcast and AT&T in undergrounding their overhead infrastructure. Furthermore, Council gave direction to set a public hearing date for formation of the Rule 20A District if there was no agreement by Comcast, AT&T and PG&E to underground all utilities within 45 days.

### **Analysis:**

On August 21, 2020, staff submitted a formal complaint to the CPUC relating to undergrounding overhead lines in Paradise. A copy of this complaint is attached to this agenda summary as Attachment A.

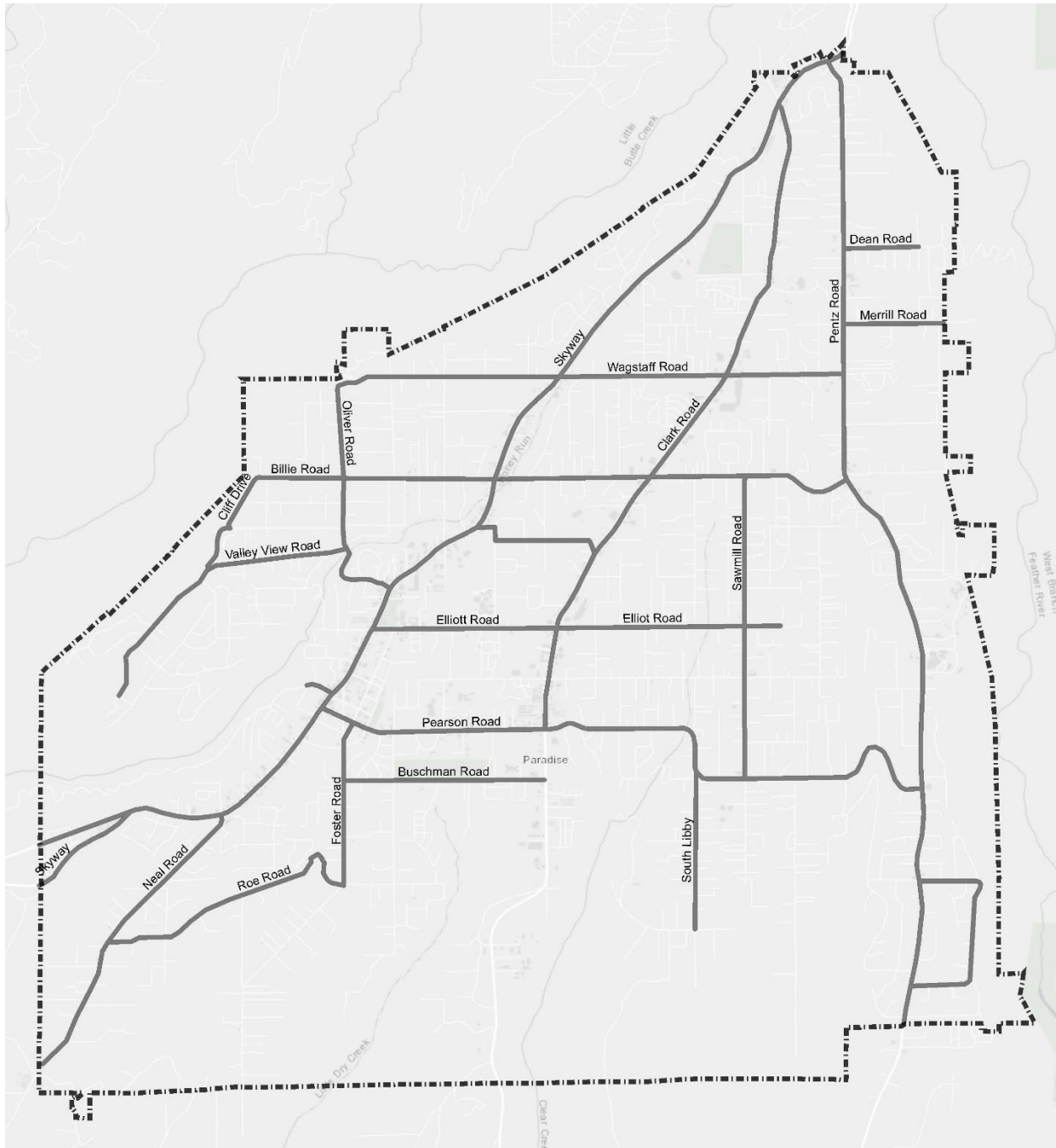
The Town mailed notices to property owners that the Town Council will hold a hearing on October 13, 2020 to consider adopting a resolution declaring and determining a certain area of the Town as an Underground District.

Understanding that no agreements between Comcast, AT&T and PG&E relating to undergrounding utilities in Paradise occurred within the 45 days set forth by Council, staff has properly noticed and set a public hearing to formally consider creation of the Paradise Arterials & Collectors Underground District (Underground District 20-1).

Underground District 20-1 can be described as follows:

**Paradise Arterials and Collectors:** Skyway, Clark Road, Pentz Road, Wagstaff Road, Bille Road, Elliott Road, Pearson Road, Neal Road, Buschmann Road, South Libby Road, Oliver Road, Valley View Drive, Central Park Drive, Dean Road, Merrill Road, and portions of Maxwell Drive, Honey Run Road, Stearns Road, Roe Road, Foster Road, Elliott Road, and Sawmill Road.

A map of Underground District 20-1 is shown on the next page:



***Proposed Underground District Roadways Are Shown as bold***

A complete parcel listing of all properties included in the District is attached to this agenda summary as Attachment B.

This Underground Project the objective for the construction is in accordance with the provisions of the CPUC Rule 20A and Chapter 13.12 Overhead Utility Removal and Underground Installation.

This project is exempt from CEQA under the authority: Categorical Exemption (14 CCR 15300 et seq.) Class 2, 15302(d), Replacement or Reconstruction.

**Financial Impact:**

Town of Paradise Rule 20a Credits (secured and future) will contribute to the total project cost. It is expected the project will be largely unfunded due to Town credits shortfall for a project of this magnitude. PG&E has voluntarily agreed to fund the remaining balance of costs which are typically borne by Town Rule 20a credits. Under the Rule 20A program regulations, telecommunications facilities must be undergrounded at their own costs, regardless of the Town's standing in Rule 20a credits.

**TOWN OF PARADISE  
RESOLUTION NO.20-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE (1) DECLARING AND DETERMINING A CERTAIN AREA WITH THE TOWN AS AN UNDERGROUND DISTRICT PARADISE ARTERIALS & COLLECTORS (UNDERGROUND DISTRICT 20-1), AND (2) FINDING AND DETERMINING THAT PUBLIC NECESSITY, HEALTH OR SAFETY REQUIRE THE REMOVAL OF POLES, OVERHEAD WIRES, AND ASSOCIATED STRUCTURES, AND ORDERING REMOVAL OF SAME (PARADISE ARTERIALS & COLLECTORS UNDERGROUND DISTRICT 20-1).**

**WHEREAS**, during the 2018 Camp Fire, utility poles caught fire and fell into roadways, blocking evacuation routes. Immediate utility restoration efforts by PG&E included the installation of temporary overhead power infrastructure. The undergrounding of utilities was identified as a priority in the Long-Term Recovery Plan created after the Camp Fire, and is an important step forward in recovery.

**WHEREAS**, in accordance with the Paradise Long-Term Recovery Plan, the Town Council has prioritized undergrounding of all utilities in Paradise. Currently, PG&E is voluntarily proceeding with this undergrounding work. The formation of this District is to explore all existing legal options and programs which would compel telecommunications companies such as Comcast and AT&T to also underground their infrastructure. This District along all Paradise collectors and arterials would be formed using the Rule 20A Program through PG&E.

**WHEREAS**, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32, and

**WHEREAS**, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground, and

**WHEREAS**, the Town of Paradise has adopted Ordinance No. 156 authorizing the Town Council to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

**WHEREAS**, the Director of Public Works for the Town of Paradise has noticed affected public utilities and designated the Paradise Arterials & Collectors Underground District 20-1 and more particularly described in Exhibit "A" attached

hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit,

- that such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities, and
- that the street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic, and
- The street, road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines

**WHEREAS**, each year the Town of Paradise is notified by Pacific Gas and Electric (PG&E) regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations, and

**WHEREAS**, the Town of Paradise will utilize all available (secured and forecasted) Rule 20A credits towards the Paradise Arterials & Collectors Underground District 20-1 and remaining Rule 20a project costs which are typically funded by Town Rule 20a credits will be borne by PG&E voluntarily, and

**WHEREAS**, the Town of Paradise and the affected utilities will agree by letter that each utility shall complete the engineering of their respective portion of Paradise Arterials & Collectors Underground District 20-1 overhead to underground utility conversion, and

**WHEREAS**, the Town of Paradise and the affected utilities will agree by letter that PG&E shall be responsible for preparation of the trench profile and composite drawings and that PG&E shall be designated as "trench lead" to manage trenching, installation of substructures, and pavement restoration and such other work, and

**WHEREAS** the Director of Public Works of the Town of Paradise and the affected utilities have agreed on a work schedule which meets their respective capabilities and further agreed to waive any administrative fees, or costs for purposes of this project, and

**WHEREAS**, to the extent required, the Town of Paradise has agreed to provide easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities, and

**WHEREAS**, the Town Council of the Town of Paradise has now received the report from the Director of Public Works recommending that the area identified in Exhibit "A" should be designated as an underground utility district within which

all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

**WHEREAS**, upon the recommendation of the Director of Public Works, the Town Council of the Town of Paradise has determined that the proposed Paradise Arterials & Collectors Underground District 20-1 is categorically exempt from environmental review pursuant to the CEQA Guidelines section 15302(d), and

**WHEREAS**, the Town of Paradise has notified all affected property owners within the proposed Paradise Arterials & Collectors Underground District 20-1 and inviting same to attend a public hearing to discuss formation of the proposed district, and

**WHEREAS**, on October 13, 2020, the Town Council of the Town of Paradise held a public hearing at which time the Council did receive and consider the recommendation of the Director of Public Works and did hear any and all objections or protests that were raised by the owners of property within the above described district pertaining to designating this area an underground utility district;

**NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Paradise as follows:**

**Section 1.** The public interest requires the removal of all existing utility poles [excepting those poles supporting streetlights and traffic signals], overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Exhibit “A”, attached hereto, with such area being designated as the Paradise Arterials & Collectors Underground District 20-1.

**Section 2.** That the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Paradise Arterials & Collectors Underground District 20-1 and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines.

**Section 3.** PG&E shall use the underground conversion allocation computed pursuant to decisions of the California Public Utilities Commission for the purpose of providing to each premises requiring it in Paradise Arterials & Collectors Underground District 20-1 a maximum of one hundred feet of individual electric service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility shall provide service trenching and

conductor in accordance with its rules and tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the Town of Paradise.

**Section 4.** PG&E shall use such underground conversion allowance allocation, up to a maximum amount of \$1500 per service entrance excluding permit fees, for the conversion of electric service panels to accept underground service in the Paradise Arterials & Collectors Underground District 20-1.

**Section 5.** That upon notification as specified in Section 2, all property owners in Paradise Arterials & Collectors Underground District 20-1 shall have underground electrical entrance facilities installed and inspected pursuant to the Town of Paradise Electrical Code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the Director of Public Works who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements.

**Section 6.** That once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in Paradise Arterials & Collectors Underground District 20-1, by November 1, 2024.

**Section 7.** The utility undergrounding activity authorized by this Resolution as Underground District 20-1 is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs §§15302.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13<sup>th</sup> day of October, 2020, by the following vote:

AYES:            NOES:            ABSENT:            ABSTAIN:

By: \_\_\_\_\_  
Greg Bolin, Mayor

ATTEST:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_



Dwight L. Moore, Town Attorney

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

TOWN OF PARADISE,  
A California Municipal Corporation,

Complainant,

vs.

Comcast Phone of California, LLC d/b/a  
Comcast Digital Phone (U5698C), And AT&T  
Corporation (U5002C),

Defendants.

Case (C.) \_\_\_\_\_

Complaint  
(Rule 4.2)

COMPLAINANT	DEFENDANTS
<p style="text-align: center;">Town of Paradise, A California Municipal Corporation Attn: Marc Mattox, Public Works Director and Town Engineer 5555 Skyway Paradise CA 95969 T: 530-872-6262 E-mail: <a href="mailto:mmattox@townofparadise.com">mmattox@townofparadise.com</a></p>	<p style="text-align: center;">Comcast Phone of California LLC d/b/a Comcast Digital Phone (U5698C) Attn: John Gutierrez, Director of Government Affairs 3055 Comcast Place Livermore CA 94551 T: 925-424-0164 E-mail: <a href="mailto:john_gutierrez@comcast.com">john_gutierrez@comcast.com</a></p>
	<p style="text-align: center;">AT&amp;T Corporation (U5002C) Attn: Mark Berry, Director - Regulatory 430 Bush Street, 5<sup>th</sup> Floor San Francisco, CA 94108 T: 415-417-5033 E-mail 1: <a href="mailto:mark.berry@att.com">mark.berry@att.com</a> E-mail 2: <a href="mailto:att-regulatory-ca@att.com">att-regulatory-ca@att.com</a></p>

# ATTACHMENT A

## BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

(A)

TOWN OF PARADISE,  
a California Municipal Corporation

COMPLAINANT(S)

vs.

(B)

COMCAST CORPORATION and  
AT&T CORPORATION

DEFENDANT(S)

(Include Utility "U-Number", if known)

(for Commission use only)

(C)

Have you tried to resolve this matter informally with  
the Commission's Consumer Affairs staff?

☐ YES ☒ NO

Has staff responded to your complaint?

☐ YES ☒ NO

Did you appeal to the Consumer Affairs Manager?

☐ YES ☒ NO

Do you have money on deposit with the  
Commission?

☐ YES ☒ NO

Amount \$ \_\_\_\_\_

Is your service now disconnected?

☐ YES ☒ NO

### COMPLAINT

(D)

The complaint of (Provide name, address and phone number for each complainant)

Name of Complainant(s)	Address	Daytime Phone Number
Town of Paradise	5555 Skyway	(530) 872-6291 Ext. 125
	Paradise, CA 95969	

respectfully shows that:

(E)

Defendant(s) (Provide name, address and phone number for each defendant)

Name of Defendant(s)	Address	Daytime Phone Number
Comcast Corporation		
AT&T Corporation		

(F)

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

On November 8, 2018, the Town of Paradise was devastated by the Camp Fire, which destroyed approximately 14,000 residential and business structures. As a result, the replacement infrastructure (poles and wires) relating to PG&E, Comcast and AT&T need to be installed underground to prevent the hazardous conditions that made the evacuation of thousands of residents a terrifying ordeal. In fact, 86 persons died. Although PG&E is voluntarily undergrounding its infrastructure, Comcast and AT&T have refused to do so.

During the Camp Fire, one of the primary obstacles preventing the evacuation of persons was the burning of utility poles and wires adjacent to roadways. This caused a deadly health and safety situation when poles and wires fell across roadways, which resulted in impassible areas that trapped residents in an inferno. To prevent this from happening in the future, no poles and wires can be located above ground within the jurisdiction of Paradise, California.

(G) Scoping Memo Information (Rule 4.2(a))

(1) The proposed category for the Complaint is (check one):

☒ adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)

☐ ratesetting (check this box if your complaint challenges the reasonableness of a rates)

(2) Are hearings needed, (are there facts in dispute)? ☒ YES ☐ NO

(3) ☒ Regular Complaint ☐ Expedited Complaint

(4) The issues to be considered are:

Comcast and AT&T should be required to install all above-ground infrastructure in underground trenches in coordination with Pacific Gas and Electric undergrounding of its infrastructure.

(5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.

Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09):	10/01/20
Hearing (Example: 7/1/09)	11/01/20

Explain here if you propose a schedule different from the above guidelines.

## ATTACHMENT A

Rev: 09/12/14

**(H)**

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

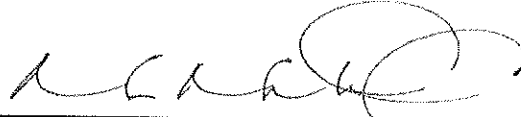
Comcast and AT&T are ordered to underground their above-ground infrastructure within PG&E trenches within the jurisdiction of the Town of Paradise.

**(I)**

**OPTIONAL:** I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by electronic mail (e-mail). My/our e-mail address(es) is/are:

**(J)**

Dated Paradise, California, this 19<sup>th</sup> day of August, 2020.



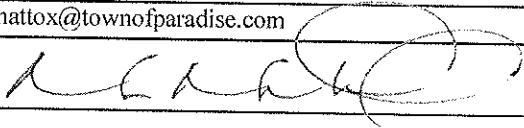
By Town of Paradise Public Works Director/Town Engineer  
Marc Mattox

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

(K)

## REPRESENTATIVE'S INFORMATION:

Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative:	Marc Mattox
Address:	5555 Skyway, Paradise, California 95969
Telephone Number:	(520) 872-6291 Ext. 125
E-mail:	mmattox@townofparadise.com
Signature	

VERIFICATION  
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(L)

Executed on \_\_\_\_\_, at \_\_\_\_\_, California  
(date) (City)

\_\_\_\_\_  
(Complainant Signature)

VERIFICATION  
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(M)

Executed on August 19, 2020 at Paradise, California

  
\_\_\_\_\_  
Signature of Officer

Public Works Director/Town Engineer  
\_\_\_\_\_  
Title

**(N) NUMBER OF COPIES NEEDED FOR FILING:**

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one defendant, then you must submit a total of eight (8) copies (Rule 4.2(b)).

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

**(O)** Mail paper copies to: California Public Utilities Commission  
Attn: Docket Office


505 Van Ness Avenue, Room 2001  
San Francisco, CA 94102

PRIVACYNOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission ("CPUC") intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.



Signature

August 19, 2020

Date

Marc Mattox

Print your name



# Attachment B

10-13-2020

## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-040-023-000	7201 PENTZ RD
050-040-034-000	7130 CLARK RD
050-040-036-000	7148 CLARK RD
050-040-039-000	7170 CLARK RD
050-040-040-000	7174 CLARK RD
050-040-044-000	7206 CLARK RD
050-040-053-000	7198 CLARK RD
050-040-063-000	7216 CLARK RD
050-040-067-000	9128 SKYWAY
050-040-068-000	PTN L-16 SKYWAY
050-040-073-000	7156 CLARK RD
050-040-081-000	PTN LOT 21 SEC 1-22-3-E 7182 CLARK RD
050-040-082-000	7184 CLARK RD
050-040-083-000	7142 CLARK RD
050-040-089-000	LOT 1 HIMANGO ACRES SUB
050-040-105-000	PTN LT 20 SEC 1 T22N R3E
050-040-106-000	7153 PENTZ RD
050-040-109-000	PTN LOT 21 SUB SEC 1 T22N R3E CLARK RD
050-040-110-000	PTN LOT 21 SUB SEC 1 T22N R3E CLARK RD
050-040-112-000	7109 PENTZ RD
050-040-114-000	7129 & 7131 PENTZ RD
050-040-121-000	SKYWAY (MINI STORAGE)
050-040-124-000	7181 PENTZ ROAD
050-040-126-000	1694 ASPEN LN
050-040-129-000	7166 CLARK RD
050-040-130-000	7160 CLARK RD
050-040-132-000	1697 HOLLYBROOK DRIVE
050-040-140-000	7188 CLARK RD
050-040-143-000	9061 SKYWAY
050-040-144-000	9065 SKYWAY
050-040-145-000	PENTZ RD
050-040-147-000	PTN LT 17 SUB OF SEC 1, 9079 & 9085 SKYWAY
050-051-004-000	7089 CLARK RD
050-051-014-000	7111 CLARK RD
050-051-019-000	7031 CLARK RD
050-051-020-000	7021 CLARK RD
050-051-022-000	7051 CLARK RD
050-051-024-000	7103 CLARK RD
050-051-025-000	PTN L-27, CLARK RD.
050-051-027-000	7057 CLARK RD
050-051-031-000	7023 CLARK RD
050-051-032-000	CLARK RD PTN SEC 1-22-3E
050-051-041-000	7063 CLARK RD
050-051-042-000	PTN LOT 35 SUB OF SEC 1 T22N R3E CLARK ROAD
050-051-045-000	PTN S 1/2 SUB OF SEC 1 T22N R3E
050-052-001-000	7120 CLARK RD
050-052-017-000	7112 CLARK RD
050-052-020-000	7106 CLARK RD.
050-052-025-000	7020 CLARK RD.
050-052-035-000	PTN L-38, PENTZ RD
050-052-043-000	PTN LOT 39, CLARK RD.
050-052-051-000	1692 MULBERRY LN
050-052-052-000	7093 PENTZ RD
050-052-058-000	1626 EAGLET WAY
050-052-063-000	7055 PENTZ RD

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10-13-2020

## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
017-090-097-000	058.90 AC PTN S HLF SEC 20 T22N R3E
050-011-007-000	PTN L 9 SEC 1-22-3E
050-011-012-000	013-72 AC SKYWAY
050-011-013-000	9141 SKYWAY
050-011-015-000	PTN NEQR SEC 1 T22N R3E
050-011-026-000	LOT 10 SEC 1 T22N R3E
050-011-031-000	SKYWAY
050-011-032-000	1520 BADER MINE RD
050-012-001-000	9172 SKYWAY
050-012-002-000	PTN SEC 1-22-3E
050-012-003-000	9154 SKYWAY
050-012-004-000	7245 CLARK RD
050-012-005-000	9148 SKYWAY
050-013-010-000	PTN SEC 1-22-3E
050-013-011-000	7289 PENTZ RD
050-013-012-000	7279 PENTZ RD
050-013-018-000	7237 PENTZ RD
050-013-024-000	PTN SEC 1-22-3E
050-013-025-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 1 T22N R3E
050-013-027-000	OPTIMO SUB LT 1
050-013-030-000	9226 SKYWAY
050-013-031-000	9232 SKYWAY
050-013-032-000	OPTIMO SUB LT 6
050-013-033-000	OPTIMO SUB LT 7
050-013-034-000	9250 SKYWAY
050-013-035-000	9256 SKYWAY
050-013-036-000	OPTIMO SUB LT 10
050-013-037-000	9268 SKYWAY
050-013-038-000	OPTIMO SUB LT 12
050-013-039-000	PTN LT 2 OPTIMO SUB
050-013-040-000	LT 3 PTN LT 2 OPTIMO SUB
050-013-046-000	001.07 AC 7315 PENTZ RD
050-013-049-000	7253 PENTZ RD
050-013-050-000	7323 PENTZ ROAD
050-013-051-000	LOT 1 EDEN PINE SUB NO 2
050-013-057-000	7263 PENTZ ROAD
050-013-058-000	7271 PENTZ RD
050-013-059-000	1631 CONNERS CT
050-013-063-000	7307 PENTZ RD
050-013-065-000	9190 & 9204 SKYWAY
050-030-004-000	SBE 872-4-25-2
050-040-001-000	9115 SKYWAY
050-040-002-000	9101 SKYWAY
050-040-003-000	9089 SKYWAY
050-040-007-000	9045 SKYWAY
050-040-009-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 1 T22N R3E
050-040-010-000	7211 CLARK RD
050-040-011-000	SEC 1 TWP 22N RGE 3E
050-040-012-000	7191 CLARK RD
050-040-013-000	7185 CLARK RD
050-040-014-000	7179 CLARK RD
050-040-015-000	7169 CLARK RD
050-040-016-000	7153 CLARK RD
050-040-017-000	7143 CLARK RD
050-040-018-000	7125 CLARK RD

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# Attachment B

10-13-2020

ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-070-079-000	8727 SKYWAY
050-070-080-000	8721 SKYWAY
050-070-081-000	8872 SKYWAY
050-070-082-000	8764 SKYWAY
050-081-004-000	7005 CLARK RD
050-081-005-000	6997 CLARK RD
050-081-008-000	6979 CLARK ROAD
050-081-010-000	6939 CLARK RD
050-081-011-000	6919 CLARK RD
050-081-012-000	CLARK ROAD
050-081-020-000	6911 CLARK RD
050-081-023-000	6987 CLARK RD
050-081-024-000	6953 CLARK RD
050-081-042-000	CLARK RD
050-081-043-000	6961 CLARK RD
050-082-009-000	6946 CLARK RD
050-082-013-000	6980 CLARK RD
050-082-017-000	6947 PENTZ RD
050-082-018-000	6933 PENTZ RD
050-082-020-000	6910 CLARK RD
050-082-022-000	6920 CLARK RD
050-082-023-000	6983 PENTZ RD
050-082-030-000	PTN LOT 43 SEC 1-22-3-E
050-082-035-000	PTN LOT 43 SEC 1-22-3-E
050-082-061-000	SEC 1-22-3E PTN LT 42
050-082-079-000	SEC 1-22-3E PTN LT 42
050-082-088-000	SEC 1-22-3E PTN LT 42
050-082-091-000	SEC 1-22-3E PTN LT 42
050-082-099-000	6970 CLARK RD
050-082-104-000	7006 CLARK RD
050-082-105-000	6955 & 6975 PENTZ RD
050-082-108-000	CLARK RD
050-090-005-000	7284 PENTZ RD
050-090-024-000	7240 PENTZ RD
050-090-026-000	7220 PENTZ ROAD
050-090-035-000	7248 PENTZ RD
050-090-036-000	1765 SPARKS DR
050-090-040-000	7254 PENTZ RD
050-090-044-000	7226 PENTZ
050-090-045-000	1811 ELYSEE DR
050-090-046-000	PENTZ RD
050-090-047-000	7260 & 7262 PENTZ RD
050-090-048-000	7296 PENTZ RD
050-090-049-000	PENTZ RD
050-090-051-000	HONEYSUCKLE LN
050-090-054-000	7274 & 7278 PENTZ RD
050-100-003-000	7190 PENTZ RD
050-100-057-000	7134 PENTZ RD
050-100-080-000	7108 PENTZ RD
050-100-081-000	7100 PENTZ RD
050-100-082-000	PTN SEC 6-22-4-E
050-100-094-000	PTN SEC 6-22-4 E
050-100-102-000	PTN SEC 6-22-4 E
050-100-105-000	PTN SEC 6 T22N R4E
050-100-122-000	PTN SEC 6 T22N R4E

SEC 1 T22N R1E

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10-13-2020

ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-052-065-000	PTN LOT 37 SUB SEC 1-22-3-E
050-052-073-000	7091 PENTZ RD
050-052-074-000	CLARK RD
050-052-075-000	CLARK RD
050-052-078-000	PTN SE QTR SEC 1 T22N R3E
050-052-081-000	7054 CLARK RD
050-052-083-000	7075 PENTZ RD
050-052-087-000	7030 CLARK RD
050-052-092-000	1630 FRANK LN
050-052-093-000	7080 CLARK RD
050-052-095-000	LOT 1 TIMBER RIDGE SUB
050-052-103-000	LOT 9 TIMBER RIDGE SUB
050-052-107-000	CLARK RD
050-060-017-000	8899 SKYWAY
050-060-031-000	8886 SKYWAY
050-060-032-000	8894 SKYWAY
050-060-033-000	8902 SKYWAY
050-060-036-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 1 T22N R3E
050-060-043-000	1442 BEL AIR DR
050-060-044-000	8959 SKYWAY
050-060-052-000	8991 SKYWAY
050-060-060-000	1440 COLDREN RD
050-060-069-000	8917/8919 SKYWAY/PARADISE
050-060-071-000	PTN NEQR SWQR SEC 1-22-3E
050-060-072-000	PTN NEQR SWQR SEC 1-22-3E
050-060-080-000	8983 SKYWAY
050-060-082-000	8891 SKYWAY
050-060-083-000	8869 SKYWAY
050-060-086-000	8901 SKYWAY
050-060-093-000	SKYWAY
050-060-095-000	SKYWAY
050-060-097-000	8935 SKYWAY
050-070-004-000	8861 SKYWAY
050-070-005-000	8841 SKYWAY
050-070-006-000	8837 SKYWAY
050-070-014-000	8746 SKYWAY
050-070-015-000	8760 SKYWAY
050-070-019-000	8822 SKYWAY
050-070-024-000	
050-070-025-000	SKYWAY PTN, L-56
050-070-033-000	8738 SKYWAY
050-070-034-000	
050-070-035-000	8720 SKYWAY
050-070-042-000	8797 SKYWAY
050-070-043-000	8807 SKYWAY
050-070-044-000	PTN, OF LOT 54 OF 1, M.O.R. BK. "A", PG. 12/13
050-070-051-000	MH @ 8736 NUGGET, RES @ 8738 NUGGET
050-070-052-000	1401 TOWHEE LN
050-070-055-000	8850 SKYWAY
050-070-056-000	PCL 2 PM 4531
050-070-057-000	PCL 3 PM 4531
050-070-058-000	8792 SKYWAY
050-070-061-000	PTN LOT 56 SEC 1 T22N R3E
050-070-072-000	1416-1420 BURDAPARADISE LN
050-070-073-000	8777 SKYWAY

LOT 1 PM 144-93/95

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# Attachment B

10-13-2020

ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-120-167-000	1916 DEAN RD
050-120-168-000	PENTZ RD
050-140-026-000	6873 PENTZ RD
050-140-037-000	6800 CLARK RD
050-140-173-000	6798 CLARK RD PARADISE
050-140-045-000	6788 CLARK RD
050-140-048-000	6795 CLARK RD
050-140-049-000	6797 CLARK RD.
050-140-054-000	1554 FOREST SERVICE RD
050-140-066-000	6879 CLARK RD
050-140-067-000	PTN SEC 12 T22N R3E
050-140-068-000	PTN SEC 12 T22N R3E
050-140-069-000	PTN SEC 12 T22N R3E
050-140-070-000	6833 CLARK RD
050-140-071-000	6825 CLARK RD
050-140-072-000	6819 CLARK RD
050-140-074-000	6838 CLARK RD
050-140-075-000	6840 CLARK RD
050-140-080-000	6853 PENTZ RD
050-140-081-000	1543 ADAMS RD
050-140-082-000	6828 CLARK ROAD
050-140-150-000	6856 CLARK ROAD
050-140-151-000	CYPRESS LN
050-140-152-000	CLARK RD
050-140-160-000	CLARK RD & CYPRESS LN
050-140-162-000	CYPRESS LANE
050-140-163-000	1715 MERRILL ROAD/6791 PENTZ ROAD
050-140-170-000	PENTZ RD
050-140-171-000	PENTZ RD
050-150-002-000	8710 SKYWAY
050-150-020-000	1464 MAYHEW LN
050-150-048-000	ROCKY LN
050-150-111-000	OFF CLARK RD
050-171-012-000	6703 PENTZ RD
050-171-013-000	6689 PENTZ RD
050-171-017-000	6727 PENTZ RD
050-171-019-000	WAGSTAFF & PENTZ
050-171-020-000	1681 WAGSTAFF RD
050-171-032-000	1728 MERRILL RD
050-171-033-000	6753 PENTZ RD
050-171-034-000	SONOMA CT
050-171-037-000	6735 PENTZ RD
050-171-038-000	PTN LT 8 PARADISE ORCHARD TRACT
050-172-001-000	6776 CLARK RD
050-172-002-000	6772 CLARK RD
050-172-005-000	6758 CLARK RD
050-172-006-000	6752 CLARK RD
050-172-015-000	1521 WAGSTAFF RD
050-172-017-000	1537 WAGSTAFF RD
050-172-019-000	1561 WAGSTAFF RD
050-172-020-000	6770 CLARK RD
050-172-021-000	1525 WAGSTAFF RD
050-172-022-000	1527 WAGSTAFF RD
050-172-023-000	PTN S HLF N HLF SEC 12-22-3-E
050-172-025-000	1551 WAGSTAFF RD

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-100-123-000	LT 1 PINE VIEW SUB
050-100-138-000	7210 PENTZ ROAD
050-100-140-000	7110 PENTZ ROAD
050-100-141-000	7126 PENTZ RD
050-100-147-000	PENTZ RD
050-110-019-000	7072 PENTZ RD
050-110-020-000	7070 PENTZ RD
050-110-022-000	1738 SUNRISE LN
050-110-038-000	7080 PENTZ RD
050-110-039-000	7084 & 7086 PENTZ RD
050-120-003-000	6952 PENTZ RD
050-120-004-000	6962 PENTZ RD
050-120-006-000	1773 DEAN RD
050-120-007-000	1789 DEAN RD
050-120-024-000	002.16 AC 1930 DEAN RD - PARADISE
050-120-042-000	6890 SUBKE LN
050-120-044-000	1844 DEAN RD
050-120-045-000	1848 DEAN RD
050-120-046-000	1747 DEAN RD
050-120-047-000	6942 PENTZ RD
050-120-050-000	PENTZ RD
050-120-051-000	1744 DEAN RD
050-120-053-000	6920 PENTZ RD
050-120-056-000	1870 DEAN RD
050-120-061-000	6900 PENTZ RD
050-120-074-000	1801 DEAN RD
050-120-075-000	1809 DEAN RD
050-120-076-000	1815 DEAN RD
050-120-077-000	1823 DEAN RD
050-120-078-000	1833 DEAN RD
050-120-080-000	1843 DEAN RD
050-120-081-000	1847 DEAN RD
050-120-082-000	LOT 8, DEAN RD
050-120-083-000	1867 DEAN RD
050-120-087-000	1939 DEAN RD
050-120-102-000	6921 FARBEN LN
050-120-108-000	PTN SEC 6 T22N R4E
050-120-109-000	1834 DEAN RD
050-120-113-000	PTN SWQR SEC 6 T22N R4E
050-120-115-000	PTN SWQR SEC 6 T22N R4E
050-120-116-000	1913 DEAN RD
050-120-117-000	1915 DEAN RD
050-120-118-000	1919 DEAN RD
050-120-121-000	PTN SEC 6 T22N R4E
050-120-122-000	PTN SEC 6 T22N R4E
050-120-123-000	LUNAR LN
050-120-124-000	000.84 AC DEAN RD
050-120-143-000	6886 PENTZ RD
050-120-146-000	PENTZ RD
050-120-149-000	DEAN RD
050-120-153-000	EL TORO CT
050-120-158-000	1806 DEAN RD
050-120-161-000	1836 DEAN RD
050-120-163-000	1890 DEAN ROAD
050-120-164-000	1906 DEAN ROAD

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-190-071-000	LOT 1 PM 162-36/38 1384 WAGSTAFF RD
050-190-072-000	LOT 2 PM 162-36/38 WAGSTAFF RD
050-190-074-000	WAGSTAFF RD
050-190-076-000	6569 & 6573 CLARK RD
050-200-009-000	1419 BILLE ROAD
050-200-010-000	6249 6253 & 6255 PINECREST DRIVE
050-200-036-000	1373 BILLE ROAD
050-200-046-000	1387 BILLE RD
050-200-052-000	1349 BILLE ROAD
050-200-053-000	1363 BILLE ROAD
050-200-056-000	1383 BILLE RD
050-200-060-000	1393 BILLE RD
050-200-073-000	6215 HIMMEL ST
050-200-078-000	1401 BILLE ROAD
050-200-080-000	6530 CLARK RD
050-200-081-000	6532 CLARK ROAD
050-200-085-000	6410 CLARK RD
050-200-088-000	6213 TALLEY LN
050-200-091-000	6420 CLARK RD
050-200-099-000	6500 CLARK RD
050-200-102-000	6538 CLARK ROAD
050-200-103-000	6562 CLARK RD
050-200-104-000	6473 CLARK RD
050-200-105-000	6560 CLARK RD
050-200-106-000	6568 CLARK RD / 1421 JUNIPER LN
050-200-108-000	1405 BILLE RD
050-200-109-000	CLARK RD
050-200-110-000	CLARK & BILLE RD
050-200-111-000	6210 HIMMEL ST
050-200-151-000	CLARK RD
050-200-152-000	1429 JUNIPER LN
050-200-154-000	6462 CLARK RD
050-200-157-000	PTN LT 13 PINE GROVE SUB
050-200-158-000	PTN LT 13 PINE GROVE SUB
050-210-024-000	1567 BILLE RD
050-210-026-000	6211 FOREST LN
050-210-027-000	1545 BILLE RD
050-210-030-000	PTN SEC 12-22-4E
050-210-031-000	1531 BILLE RD
050-210-041-000	1573 BILLE RD
050-210-044-000	1587 BILLE RD
050-210-046-000	1605 BILLE RD
050-210-055-000	001.11 AC BILLE RD
050-210-056-000	1629 BILLE RD
050-210-069-000	6549 PENTZ ROAD
050-210-070-000	6545 PENTZ RD
050-210-071-000	6543 PENTZ ROAD
050-210-073-000	001.83 AC SEC 12 T22N R3E
050-210-074-000	1652 KINGS ROW
050-210-091-000	1664 KINGS ROW PARADISE
050-210-078-000	
050-210-083-000	PENTZ RD
050-210-084-000	6475 PENTZ RD
050-210-088-000	PTN SEC 12 T22N R3E
050-210-089-000	PTN SEC 12 T22N R3E

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-172-026-000	1557 WAGSTAFF RD
050-172-027-000	6736 CLARK RD
050-172-034-000	6696 CLARK RD
050-172-037-000	1499 WAGSTAFF RD ACCOUNT CLOSED
050-172-038-000	1509 WAGSTAFF RD
050-172-040-000	6678 CLARK RD
050-172-041-000	6722 CLARK RD
050-180-001-000	1524 WAGSTAFF RD
050-180-002-000	1536 WAGSTAFF RD
050-180-012-000	1620 WAGSTAFF RD
050-180-023-000	1694 WAGSTAFF RD
050-180-025-000	6661 PENTZ RD
050-180-030-000	1558 WAGSTAFF ROAD
050-180-031-000	1550 WAGSTAFF RD
050-180-037-000	1580 WAGSTAFF RD
050-180-038-000	6410 FOREST LN
050-180-041-000	WAGSTAFF ROAD
050-180-100-000	PTN PARADISE ORCHARD TRACT
050-180-051-000	6407-6409 FOREST LANE
050-180-052-000	1560 WAGSTAFF RD
050-180-056-000	6573 PENTZ RD
050-180-057-000	6577 PENTZ RD
050-180-058-000	6581 PENTZ ROAD
050-180-059-000	
050-180-060-000	
050-180-061-000	
050-180-062-000	
050-180-063-000	6623 PENTZ RD
050-180-101-000	PTN PARADISE ORCHARD TRACT
050-180-069-000	PARADISE ORCHARD TRACT
050-180-073-000	6647 SIERRA CIR
050-180-084-000	PCL 1 PM 45-87
050-180-085-000	1684 WAGSTAFF RD
050-180-097-000	6647 PENTZ ROAD
050-180-098-000	WAGSTAFF RD SPLIT BY 171PM42 LOT 1
050-180-099-000	WAGSTAFF RD SPLIT BY 171PM42 LOT 2
050-190-002-000	1340 WAGSTAFF RD
050-190-003-000	1346 WAGSTAFF RD
050-190-009-000	1424 WAGSTAFF RD
050-190-010-000	WAGSTAFF RD
050-190-011-000	1440 WAGSTAFF RD
050-190-043-000	1360 WAGSTAFF RD
050-190-049-000	PTN LT 3 PINE GROVE SUB
050-190-052-000	6653 CLARK RD
050-190-053-000	1280 WAGSTAFF RD / SHERWOOD FOREST MHP
050-190-056-000	6621 CLARK RD
050-190-057-000	6627 CLARK RD
050-190-078-000	LOT 14 PINE GROVE SUB
050-190-060-000	6543 CLARK ROAD
050-190-061-000	6553 CLARK RD
050-190-062-000	6635 CLARK RD
050-190-065-000	6585 CLARK RD
050-190-066-000	WAGSTAFF RD
050-190-067-000	WAGSTAFF RD
050-190-069-000	1394 WAGSTAFF RD

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-230-086-000	SUMMERWOOD CT
050-240-002-000	6644 PENITZ RD
050-240-003-000	6634 PENITZ RD
050-240-004-000	6628 PENITZ RD
050-240-005-000	6620 PENITZ RD
050-240-006-000	1735 WHITAKER RD
050-240-036-000	1741 WHITAKER RD
050-240-075-000	PCL 1 PM 4480
050-240-076-000	6552 PENITZ RD
050-240-078-000	003.16 AC OFF PENITZ RD
050-240-079-000	008.69 AC 6656 PENITZ RD
050-240-081-000	WHITAKER RD PTN S HLF SEC 7 T22N R4E
050-240-089-000	6588 PENITZ RD
050-250-035-000	1731 TARA LANE
050-250-036-000	1744 SILVERTHORNE LANE
050-250-045-000	PENITZ ROAD
050-250-058-000	1738 TARA LN
050-250-087-000	1777 BILLE RD, 6460,70 & 80 PENITZ RD SEC 7T22NR4E
050-250-089-000	6540 PENITZ RD
050-250-091-000	PENITZ RD
050-280-001-000	6205 LANCASTER AVE
050-280-002-000	LANCASTER PARK UNIT 1 LOT 3
050-280-003-000	1461 BILLE RD
050-280-004-000	1453 BILLE RD
050-280-009-000	1517 BILLE RD
050-280-010-000	1509 BILLE RD
050-280-011-000	1503 BILLE RD
050-280-012-000	1495 BILLE RD
050-280-013-000	6200 LANCASTER RD
050-290-029-000	1675 WAGSTAFF RD
050-290-030-000	1673 WAGSTAFF RD
050-290-031-000	1671 WAGSTAFF RD
050-290-040-000	PTN LOT 15 PARADISE ORCHARD TRACT
050-290-041-000	1667 WAGSTAFF RD
050-290-042-000	1665 WAGSTAFF RD
050-300-025-000	1579 WAGSTAFF RD
050-300-045-000	6661 FUHRMANN DR
050-300-048-000	PTN SEC 12-22-3-E WAGSTAFF RD
050-300-050-000	WAGSTAFF RD
050-300-051-000	WAGSTAFF RD
050-310-001-000	1682 WAGSTAFF RD
050-310-002-000	1678 WAGSTAFF RD
050-310-003-000	6650 DOLORES DR
050-310-020-000	6649 DOLORES DR
050-340-014-000	6420 THEIS LN
050-340-016-000	1335 WAGSTAFF RD
050-340-034-000	WAGSTAFF RD PTN SEC 12-22-3-E
050-340-035-000	1377 WAGSTAFF RD
050-340-038-000	PTN NW QTR SEC 12-22-3-E
050-340-039-000	PTN NW QTR SEC 12-22-3-E
050-340-040-000	1359 WAGSTAFF RD
050-340-047-000	1365 WAGSTAFF RD
050-340-056-000	1395 A & B WAGSTAFF RD
050-340-064-000	1315 WAGSTAFF ROAD
050-340-065-000	1399 WAGSTAFF RD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-220-010-000	1861 MERRILL RD
050-220-013-000	1851 MERRILL RD CANCELLED BUS ACCT 3-2-10
050-220-019-000	6820 PENITZ RD
050-220-025-000	6789 CRITTERS LANE
050-220-026-000	1903 MERRILL RD
050-220-029-000	1873 MERRILL RD
050-220-032-000	6521 WHEELER RD
050-220-035-000	1823 MERRILL RD
050-220-039-000	6790 REXDALE LN
050-220-058-000	6791 REXDALE LANE
050-220-060-000	1841 MERRILL RD
050-220-063-000	1827 MERRILL RD
050-220-066-000	SYLMAR LANE, PARADISE
050-220-071-000	6793 SYLMAR LN
050-220-081-000	1887 MERRILL RD
050-220-082-000	1189 MERRILL ROAD
050-220-085-000	1929 MERRILL RD
050-220-087-000	MERRILL RD
050-220-088-000	PTN NWQR SEC 7-22-4E
050-220-104-000	PTN SEC 7-22-4E
050-220-107-000	1805 MERRILL RD
050-220-108-000	1797 MERRILL RD
050-220-109-000	PTN SEC 7-22-4 E
050-220-125-000	6854 PENITZ ROAD
050-220-126-000	6830 PENITZ RD
050-220-134-000	LOT 1 SCHRODER SUB
050-220-135-000	LOT 2 SCHRODER SUB
050-220-136-000	LOT 3 SCHRODER SUB
050-220-137-000	LOT 4 SCHRODER SUB
050-230-008-000	6695 SHAY LANE
050-230-031-000	6696 SHAY LANE
050-230-032-000	MERRILL RD
050-230-035-000	MERRILL RD.
050-230-036-000	MERRILL RD.
050-230-037-000	MERRILL RD.
050-230-038-000	MERRILL RD.
050-230-039-000	MERRILL RD.
050-230-040-000	1836 MERRILL ROAD
050-230-041-000	1826 MERRILL RD
050-230-043-000	1822 MERRILL RD
050-230-044-000	MERRILL RD.
050-230-045-000	NEDRY MANOR SUBD LOT 10
050-230-046-000	LOT 11 NEDRY MANOR SUB
050-230-047-000	1790 MERRILL RD
050-230-048-000	MERRILL RD.
050-230-049-000	1774 MERRILL RD
050-230-050-000	1766 MERRILL ROAD
050-230-051-000	1758 MERRILL RD
050-230-052-000	1750 MERRILL RD
050-230-053-000	MERRILL RD
050-230-058-000	6674 PENITZ RD
050-230-059-000	PTN SEC 7 T22N R4E
050-230-060-000	009.04 AC PENITZ RD
050-230-082-000	PENITZ RD SEC 7 T22N R4E
050-230-084-000	MERRILL RD & SUMMERWOOD CT

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-071-048-000	577 BILLE RD
051-071-049-000	623 BILLE RD
051-071-050-000	625 BILLE RD
051-071-056-000	621 BILLE RD
051-071-063-000	6345 OLIVER RD
051-071-064-000	6353 OLIVER RD
051-071-073-000	609 BILLE RD
051-071-076-000	PTN SEC 10-22-3E
051-071-088-000	6269 OLIVER RD
051-071-089-000	6257 OLIVER ROAD
051-071-096-000	001.04 AC OLIVER RD
051-071-098-000	BILLE RD
051-071-099-000	591 BILLE RD
051-071-107-000	6283 OLIVER RD
051-071-112-000	595 BILLE RD
051-071-119-000	6339 OLIVER RD
051-071-120-000	OLIVER RD
051-071-121-000	6301 OLIVER RD
051-071-122-000	6291 & 6293 OLIVER RD
051-072-031-000	6173 W WAGSTAFF RD
051-072-033-000	543 BILLE RD
051-072-034-000	547 BILLE RD
051-072-046-000	6369 OLIVER RD
051-072-058-000	6373 OLIVER RD
051-072-081-000	6379 OLIVER RD
051-081-002-000	656 WAGSTAFF RD
051-081-003-000	674 WAGSTAFF RD
051-081-004-000	690 WAGSTAFF RD
051-081-023-000	744 WAGSTAFF RD
051-081-024-000	730 WAGSTAFF RD
051-081-030-000	6392 LORRIE LN
051-081-033-000	6391 LORRIE LN
051-081-036-000	PCL 2 PM 45-62
051-081-040-000	6372 OLIVER ROAD
051-081-041-000	6378 OLIVER RD
051-081-042-000	630 WAGSTAFF RD
051-081-043-000	646 WAGSTAFF RD
051-081-050-000	6397 GRAHAM RD
051-081-052-000	720 WAGSTAFF RD
051-081-053-000	712 WAGSTAFF ROAD
051-082-028-000	6336 & 6338 OLIVER RD
051-082-042-000	OLIVER RD & MYERS LN
051-082-049-000	6326 OLIVER RD
051-082-050-000	6320 OLIVER RD
051-082-051-000	6348 OLIVER RD
051-082-054-000	6354 OLIVER RD
051-083-003-000	790 WAGSTAFF RD
051-083-004-000	802 WAGSTAFF RD
051-083-005-000	818 WAGSTAFF RD
051-083-006-000	822 WAGSTAFF RD
051-083-010-000	6467 LUCKY JOHN RD
051-083-051-000	768 WAGSTAFF RD
051-083-061-000	WAGSTAFF RD
051-083-079-000	786 WAGSTAFF RD
051-083-122-000	848 WAGSTAFF ROAD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
050-350-001-000	6779 CLARK RD
050-350-012-000	6733 CLARK RD
050-350-013-000	6721 CLARK RD
050-350-022-000	6765 CLARK RD
050-350-023-000	1495 JONES LN
050-350-024-000	6767 CLARK RD
050-350-034-000	PCL 1 PM 40-31
050-350-035-000	PCL 2 PM 40-31
050-360-001-000	6405 PARKWOOD WAY
050-360-012-000	6404 PARKWOOD WAY
050-360-016-000	6440 RIX LN
050-360-025-000	1441 WAGSTAFF RD
050-360-026-000	1457 WAGSTAFF ROAD
050-360-036-000	6669 CLARK RD
050-360-037-000	6707 A & B CLARK RD
050-380-001-000	1401 LOFTY LANE
050-380-016-000	9005 Skyway
050-380-017-000	LOT 17 SKYWAY
050-380-018-000	LOT 18 LOFTY PINES SUBD
050-400-012-000	OFF CLARK RD & WAGSTAFF RD
050-400-015-000	PARADISE PLAZA SUB WAS 050-400-013/14
050-430-001-000	1800 APPLE VIEW WAY
050-430-008-000	LOT 8 HIGHLAND ACRES NO 2
050-450-001-000	LOT 1 PARADISEWOOD ESTATES UNITS 1 & 2
050-450-008-000	LOT 8 PARADISEWOOD ESTATES UNITS1 & 2
050-450-023-000	6835 PENTZ RD
051-040-034-000	8699 SKYWAY
051-050-026-000	777 WAGSTAFF RD
051-050-027-000	761 WAGSTAFF RD
051-050-050-000	833 WAGSTAFF RD
051-050-057-000	701 WAGSTAFF RD.
051-050-068-000	831 WAGSTAFF RD
051-050-069-000	WAGSTAFF RD
051-050-074-000	797 WAGSTAFF RD
051-050-083-000	735 WAGSTAFF RD
051-050-096-000	6672 VIEW ACRES DR
051-050-101-000	645 WAGSTAFF RD
051-050-102-000	675 WAGSTAFF RD
051-050-104-000	691 WAGSTAFF RD
051-050-105-000	705 WAGSTAFF RD
051-050-123-000	WAGSTAFF RD
051-060-007-000	BILLE RD
051-060-033-000	PCL 2 FORTY OAKS LN
051-060-044-000	6131 FORTY OAKS LN
051-060-045-000	6325 OLIVER RD
051-071-003-000	6277 OLIVER RD
051-071-007-000	6243 OLIVER RD
051-071-011-000	6237 OLIVER RD
051-071-012-000	PTN SEC 10, TWP 22N, RGE 3E 0.44 AC
051-071-014-000	583 BILLE RD
051-071-018-000	6221 OLIVER RD
051-071-035-000	631 BILLE RD
051-071-037-000	6255 OLIVER RD
051-071-043-000	6249 OLIVER RD

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Town of Paradise

ATTACHMENT B

Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-104-031-000	8451 SKYWAY
051-104-032-000	8435 SKYWAY
051-104-033-000	8423 SKYWAY
051-104-112-000	8645 SKYWAY
051-104-123-000	PTN L 8 FIRLAND ACRES CANCELLED BUS ACCT 3-2-10
051-104-153-000	PTN LOT 8 FIRLAND ACRES
051-104-154-000	PTN LOT 8 FIRLAND ACRES
051-104-162-000	8637 SKYWAY
051-104-163-000	8585 SKYWAY
051-104-166-000	8471 SKYWAY
051-104-167-000	8481 SKYWAY
051-104-171-000	8593 & 8601 SKYWAY
051-104-172-000	8491 SKYWAY
051-120-026-000	1015 WAGSTAFF RD
051-120-029-000	971 WAGSTAFF RD
051-120-030-000	6420 GREGORY LN
051-120-053-000	1029 WAGSTAFF RD
051-120-056-000	1001 WAGSTAFF RD
051-120-057-000	983 WAGSTAFF RD
051-120-064-000	6631 PARAGALIA WAY
051-120-085-000	PTN SEC 11-22-3-E
051-120-086-000	6638 WHITTALL LN
051-120-087-000	PTN NWQR SEC 11-22-3E
051-120-132-000	1035 WAGSTAFF RD
051-121-012-000	WAGSTAFF RD
051-121-013-000	943 WAGSTAFF RD
051-121-014-000	933 WAGSTAFF RD
051-121-015-000	925 WAGSTAFF RD
051-121-016-000	913 WAGSTAFF RD
051-121-017-000	907 WAGSTAFF RD
051-121-018-000	901 WAGSTAFF RD
051-121-019-000	891 WAGSTAFF RD
051-121-020-000	883 WAGSTAFF RD
051-121-021-000	WAGSTAFF ROAD
051-131-002-000	8381 SKYWAY
051-131-010-000	1099 WAGSTAFF RD
051-131-011-000	1081 WAGSTAFF RD
051-131-012-000	WAGSTAFF RD OFF SKYWAY
051-131-013-000	PTN SEC 11-22-3E
051-131-014-000	PTN NEQR SEC 11-22-3E
051-131-017-000	8279 SKYWAY
051-131-019-000	8247 SKYWAY
051-132-013-000	1283 WAGSTAFF ROAD
051-132-018-000	1237 WAGSTAFF RD
051-132-019-000	1229 WAGSTAFF RD
051-132-020-000	1221 WAGSTAFF RD
051-132-021-000	1211 WAGSTAFF RD
051-132-022-000	1203 WAGSTAFF RD
051-132-025-000	6417 OAK WAY BUSINESS ACCT CANCELLED
051-132-026-000	1187 WAGSTAFF RD
051-132-028-000	1165 WAGSTAFF RD
051-132-029-000	1147 WAGSTAFF RD
051-132-031-000	8322 SKYWAY
051-132-033-000	8354 SKYWAY
051-132-035-000	SKYWAY

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Town of Paradise

ATTACHMENT B

Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-083-138-000	828 WAGSTAFF RD
051-083-139-000	6395 SHADE TREE LN
051-091-029-000	6276 OLIVER RD
051-091-036-000	6270 OLIVER RD
051-091-053-000	PTN SEC 10 T22N R3E
051-091-054-000	PTN SEC 10 T22N R3E
051-091-058-000	6268 OLIVER RD
051-091-060-000	659 MADRONE WAY
051-091-061-000	6296 OLIVER RD
051-092-017-000	693 BILLE RD
051-092-018-000	687 BILLE RD
051-092-019-000	683 BILLE RD
051-092-020-000	673 BILLE RD
051-092-021-000	665 BILLE RD
051-092-025-000	749 BILLE RD
051-092-026-000	751 BILLE RD
051-092-029-000	6210 OLIVER RD
051-092-030-000	6202 OLIVER RD
051-092-035-000	745 BILLE RD
051-092-036-000	747 BILLE RD
051-092-038-000	743 BILLE RD
051-092-039-000	733 BILLE RD
051-092-042-000	6224 OLIVER RD
051-092-043-000	6212 OLIVER RD
051-092-048-000	658 MADRONE WAY
051-092-049-000	6240 OLIVER RD
051-092-051-000	723 BILLE RD
051-092-052-000	705 BILLE RD
051-093-011-000	825 BILLE RD
051-093-021-000	801 BILLE RD
051-093-022-000	789 BILLE RD
051-093-042-000	767 BILLE RD
051-093-083-000	819 BILLE RD
051-093-097-000	777, 779 & 781 A & B BILLE RD
051-093-099-000	773 BILLE RD
051-094-023-000	859 BILLE RD
051-094-035-000	841 BILLE RD
051-094-039-000	BILLE RD
051-094-040-000	835 BILLE RD
051-101-001-000	8693 SKYWAY
051-101-010-000	8655 SKYWAY
051-101-011-000	PTN SEC 11-22-3E
051-101-012-000	8675 SKYWAY
051-101-017-000	8685 SKYWAY
051-102-010-000	8596 SKYWAY
051-102-022-000	PTN NE QTR SEC 11-22-3-E
051-102-024-000	PTN SEC 11-22-3-E
051-102-031-000	8618 SKYWAY
051-102-032-000	8606 SKYWAY
051-102-036-000	SKYWAY & ROCKY LN P/P TO #800-045-273
051-102-037-000	SKYWAY & ROCKY LN
051-102-038-000	6581 ROCKY LN
051-102-047-000	8634 SKYWAY
051-104-025-000	8561 SKYWAY
051-104-026-000	LOTS 13 & 14 FIRLAND ACRES

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ATTACHMENT B  
Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-151-016-000	1032 WAGSTAFF RD
051-151-017-000	1040 WAGSTAFF RD
051-151-021-000	8083 SKYWAY
051-151-043-000	978 WAGSTAFF RD
051-151-044-000	970 WAGSTAFF RD
051-151-046-000	872 WAGSTAFF RD
051-151-053-000	1056 WAGSTAFF RD
051-151-054-000	1048 WAGSTAFF RD
051-151-057-000	1074 WAGSTAFF RD
051-151-058-000	WAGSTAFF RD
051-151-061-000	PTN LT 3 & 4 THOMASSON SUB
051-151-062-000	928 WAGSTAFF ROAD
051-151-063-000	8093 SKYWAY
051-151-065-000	896 WAGSTAFF RD
051-151-067-000	888 WAGSTAFF RD
051-151-071-000	SKYWAY
051-151-072-000	SKYWAY BUSINESS ACCT CANCELLED
051-152-016-000	7931 SKYWAY
051-153-001-000	7874 SKYWAY
051-153-004-000	7998 SKYWAY
051-153-005-000	8030 SKYWAY
051-153-006-000	8064 SKYWAY
051-153-011-000	8092 SKYWAY
051-153-012-000	8084 SKYWAY
051-153-013-000	PTN SHF SEC 11 T22N R3E
051-153-014-000	PTN SW QTR SEC 11 T22N R3E ON SKYWAY
051-162-016-000	883 BILLE RD
051-162-024-000	877 BILLE RD
051-162-037-000	921 & 923 BILLE RD
051-162-052-000	6260 GARDNER LN
051-162-053-000	917 BILLE RD
051-162-058-000	BILLE RD
051-162-067-000	929 BILLE RD
051-162-068-000	6203 POSEY LN
051-162-069-000	925 BILLE RD
051-162-072-000	895 BILLE RD
051-162-073-000	899 BILLE RD
051-163-002-000	7831 SKYWAY
051-163-003-000	7809 SKYWAY
051-163-005-000	7769 SKYWAY
051-163-006-000	7745 SKYWAY
051-163-008-000	7691 7693 SKYWAY
051-163-020-000	7717 SKYWAY
051-163-021-000	7707 SKYWAY
051-163-023-000	945 BILLE RD
051-163-024-000	943 BILLE RD
051-163-025-000	6198 POSEY LN
051-163-031-000	PTN SEC 11 T22N R3E
051-163-032-000	969 BILLE RD
051-163-035-000	000.645AC PTN SEC 11 T22N R3E
051-163-038-000	7671/7675 SKYWAY PARADISE
051-163-039-000	7837 7843 7849 7855 SKYWAY
051-164-003-000	1079 BILLE RD
051-164-012-000	7760 SKYWAY
051-164-016-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 11 T22N R3E

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ATTACHMENT B  
Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-132-037-000	8466 SKYWAY
051-132-038-000	SKYWAY
051-132-042-000	8566 SKYWAY
051-132-044-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 11 T22N R3E
051-132-046-000	1271 WAGSTAFF RD
051-132-047-000	1241 WAGSTAFF RD
051-132-051-000	8336 SKYWAY
051-132-052-000	1295 WAGSTAFF RD
051-132-055-000	1255 WAGSTAFF RD
051-132-059-000	8556 & 8560 SKYWAY
051-132-099-000	8520 SKYWAY
051-132-100-000	8542 SKYWAY
051-132-101-000	PTN NEQR SEC 11-22-3E
051-132-106-000	6406 OAK WAY
051-132-107-000	PTN SEC 11-22-3 E
051-132-114-000	8548 SKYWAY
051-132-115-000	1197 ARLENE WAY
051-132-119-000	PTN SEC 11 T22N R3E
051-132-120-000	PTN SEC 11 T22N R3E
051-132-122-000	1175 WAGSTAFF ROAD
051-132-124-000	8272 SKYWAY
051-132-125-000	8450 SKYWAY
051-132-126-000	1261 WAGSTAFF RD
051-141-006-000	8229 SKYWAY
051-142-001-000	8132 SKYWAY
051-142-005-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 11 T22N R3E
051-142-010-000	SKYWAY
051-142-012-000	8226 SKYWAY
051-142-017-000	8188 SKYWAY
051-142-019-000	8200 SKYWAY & 1143 WAGSTAFF RD
051-144-003-000	1172 WAGSTAFF RD
051-144-004-000	1188 & 1190 WAGSTAFF ROAD
051-144-035-000	PCL 1 PM 45-50
051-145-001-000	1194 WAGSTAFF RD
051-145-028-000	1220 WAGSTAFF RD
051-145-040-000	1224 WAGSTAFF RD
051-145-063-000	WAGSTAFF & HARVEY RDS
051-145-064-000	WAGSTAFF RD
051-145-066-000	1208 & 1212 WAGSTAFF RD
051-146-002-000	1270 WAGSTAFF RD
051-146-004-000	1286 WAGSTAFF RD
051-146-005-000	1294 WAGSTAFF RD
051-146-030-000	
051-146-047-000	1252 WAGSTAFF ROAD
051-151-002-000	884 WAGSTAFF RD
051-151-004-000	908 WAGSTAFF RD
051-151-006-000	932 WAGSTAFF RD
051-151-007-000	946 WAGSTAFF RD
051-151-008-000	954 WAGSTAFF RD
051-151-009-000	964 WAGSTAFF RD
051-151-011-000	988 WAGSTAFF RD
051-151-012-000	998 WAGSTAFF RD
051-151-013-000	1006 WAGSTAFF RD
051-151-014-000	1016 WAGSTAFF RD
051-151-015-000	1024 WAGSTAFF RD

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-180-045-000	406 VALLEY VIEW DR
051-180-046-000	420 VALLEY VIEW DR
051-180-050-000	375 VALLEY VIEW DR
051-180-059-000	427 VALLEY VIEW DR
051-180-061-000	386 VALLEY VIEW DR
051-180-066-000	405 VALLEY VIEW DR
051-180-071-000	431 VALLEY VIEW DR
051-180-072-000	419 VALLEY VIEW DR
051-180-074-000	400 VALLEY VIEW DR
051-180-076-000	VALLEY VIEW DR
051-180-077-000	385 VALLEY VIEW DR
051-180-080-000	6117 CLIFF DR
051-180-081-000	6111 CLIFF DR
051-180-082-000	PTN SECS 15 & 16-22-3E
051-180-083-000	PTN LOT 2 CANYON VIEW SUB
051-180-085-000	328 VALLEY VIEW DR
051-180-092-000	PTN LT 42 PARADISE PALISADES 1
051-180-093-000	PTN LT 46 PAR PAL 1
051-180-097-000	6073 CLIFF DR
051-180-098-000	0.496 AC CLIFF DR
051-180-099-000	0.496 AC 6127 CLIFF DR
051-180-100-000	6177 CLIFF DR
051-180-101-000	6145 CLIFF DR
051-180-102-000	6137 CLIFF DR
051-180-103-000	395 CASTLE DR
051-190-001-000	325 VALLEY VIEW DR
051-190-002-000	317 VALLEY VIEW DR
051-190-003-000	293 VALLEY VIEW DR
051-190-004-000	287 VALLEY VIEW DR
051-190-005-000	279 VALLEY VIEW DR
051-190-006-000	271 VALLEY VIEW DR
051-190-007-000	263 VALLEY VIEW DR
051-190-008-000	255 VALLEY VIEW DR
051-190-009-000	249 VALLEY VIEW DR
051-190-010-000	241 VALLEY VIEW DR
051-190-011-000	233 VALLEY VIEW DR
051-190-012-000	223 VALLEY VIEW DR
051-190-013-000	217 VALLEY VIEW DR
051-190-020-000	180 VALLEY VIEW DR
051-190-025-000	224 VALLEY VIEW DR
051-190-026-000	234 VALLEY VIEW DR
051-190-027-000	242 VALLEY VIEW DR
051-190-028-000	250 VALLEY VIEW DR
051-190-029-000	256 VALLEY VIEW DR
051-190-030-000	272 VALLEY VIEW DR
051-190-032-000	288 VALLEY VIEW DR
051-190-039-000	316 VALLEY VIEW DR
051-190-042-000	296 VALLEY VIEW DR
051-190-045-000	LOT 1 PARADISE ESTS SUB #1
051-190-062-000	LOT 18 VALLEY RIDGE DR
051-190-064-000	188 VALLEY VIEW DR
051-190-066-000	192 VALLEY VIEW DR
051-190-069-000	212 VALLEY VIEW DR
051-190-079-000	PARADISE PALISADES 1 PTN LT 26
051-190-081-000	178 VALLEY VIEW DR

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-164-019-000	1003 BILLIE RD
051-164-021-000	7786 SKYWAY
051-164-028-000	1075 BILLIE RD
051-164-029-000	BERKSHIRE AVE
051-164-032-000	1037 BILLIE RD
051-164-033-000	BILLIE RD
051-164-042-000	1009 1111 1113 1115 BILLIE RD
051-164-044-000	1019 1021 1023 1025 BILLIE RD
051-164-045-000	1067 BILLIE RD
051-164-047-000	BILLIE RD
051-164-053-000	PTN SEC 11 T22N R3E
051-164-054-000	7816 SKYWAY
051-164-056-000	1001 BILLIE ROAD
051-164-057-000	PTN SEC 11 T22N R3E
051-164-058-000	7856 SKYWAY
051-164-060-000	7726 SKYWAY
051-164-061-000	7686 SKYWAY
051-164-062-000	1007 BILLIE RD
051-171-043-000	1141 BILLIE RD
051-171-044-000	1135 BILLIE RD
051-171-045-000	1127 BILLIE RD
051-171-051-000	1099 BILLIE RD
051-171-063-000	1123 BILLIE RD
051-171-082-000	1087 BILLIE RD
051-171-083-000	6207 STINSON LN
051-171-090-000	1183 BILLIE RD
051-171-093-000	1171 BILLIE RD
051-171-100-000	6201 DESCANSO LN
051-172-016-000	BILLIE RD
051-172-017-000	6198 AZALEA LN
051-172-018-000	6209 AZALEA LN
051-172-040-000	6203 HARVEY RD & 1239 BILLIE RD
051-172-041-000	1233 BILLIE RD
051-172-043-000	6198 OAK WAY
051-172-061-000	1201 BILLIE RD
051-173-004-000	1251 BILLIE RD
051-173-048-000	PTN SE QTR SEC 11-22-3-E
051-173-061-000	1275 BILLIE RD
051-173-062-000	1295 BILLIE RD PARADISE
051-180-002-000	6161 CLIFF DR
051-180-007-000	6103 CLIFF DR
051-180-008-000	CLIFF DR
051-180-009-000	6077 CLIFF DR
051-180-014-000	345 VALLEY VIEW DR
051-180-015-000	341 VALLEY VIEW DR
051-180-016-000	333 VALLEY VIEW DR
051-180-019-000	6064 TERRA VISTA
051-180-020-000	414 CASTLE DR
051-180-029-000	409 VALLEY VIEW DR
051-180-031-000	369 VALLEY VIEW DR
051-180-032-000	357 VALLEY VIEW DR
051-180-038-000	348 VALLEY VIEW DR
051-180-039-000	352 VALLEY VIEW DR
051-180-040-000	368 VALLEY VIEW DR

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-230-054-000	LOT 36 & PTN LOT 37 VISTA VILLAGE SUB
051-230-055-000	PTN LOTS 37 & 38 VISTA VILLAGE SUB
051-230-058-000	4839 SKYWAY
051-230-059-000	HONEY RUN RD & SKYWAY
051-230-060-000	4721 SKYWAY
051-240-012-000	37.6 ACRES SEC21 T22R3E
051-240-017-000	NEAL ROAD
051-240-024-000	213 PACIFIC DR
051-240-025-000	000.93 AC PTN SW QTR SEC 21 T22N R3E
051-240-026-000	000.93 AC PTN SW QTR SEC 21 T22N R3E
051-250-004-000	4009 NEAL RD
051-250-005-000	4003 NEAL RD
051-250-006-000	3997 NEAL RD
051-250-010-000	3939 NEAL RD
051-250-012-000	3933 NEAL RD
051-250-017-000	3867 NEAL RD
051-250-019-000	3870 NEAL RD
051-250-025-000	3898 NEAL ROAD
051-250-030-000	4010 NEAL RD
051-250-039-000	3971 NEAL RD
051-250-042-000	4014 NEAL RD
051-250-045-000	3949 NEAL RD
051-250-046-000	3943 NEAL RD
051-250-061-000	3960 NEAL RD
051-250-064-000	3967 NEAL RD
051-250-068-000	4037 NEAL RD
051-250-070-000	4039 NEAL RD
051-250-071-000	4035 NEAL RD
051-250-076-000	PTN LOT 3 SEC 21-22-3-E NEAL RD
051-250-077-000	PTN LOT 3 SEC 21-22-3-E NEAL RD
051-250-078-000	PTN SEC 21-22-3-E
051-250-089-000	PCL 1 PM 45-76
051-250-090-000	PCL 2 PM 45-76
051-250-097-000	3970 & 3972 NEAL RD
051-250-099-000	3984 NEAL ROAD
051-250-107-000	4027 NEAL RD
051-250-108-000	4021 NEAL RD
051-250-109-000	3929 NEAL RD
051-250-118-000	300 STARLIGHT CT
051-250-136-000	3909 NEAL RD
051-250-137-000	NEAL RD
051-250-138-000	280 CARMEL CT
051-250-142-000	3975 SKYVIEW DR
051-250-148-000	NEAL RD
051-250-149-000	STARLIGHT CT
051-280-001-000	6634 EVERGREEN LN
051-280-014-000	6633 EVERGREEN LN
051-310-028-000	4028 NEAL RD
051-310-030-000	4024 NEAL RD
051-310-031-000	4016 NEAL RD
051-310-032-000	4020 NEAL RD
051-310-049-000	311 CIRCLEWOOD DR
051-460-041-000	VALLEY VIEW DR
051-460-042-000	151 VALLEY VIEW DR
051-460-043-000	135 VALLEY VIEW DR

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-190-093-000	218 VALLEY VIEW DR
051-190-094-000	304 VALLEY VIEW DR
051-190-096-000	SEC 16 T22N R3E
051-190-106-000	280 VALLEY VIEW DR
051-190-109-000	VALLEY VIEW DR
051-190-110-000	VALLEY VIEW DR
051-190-111-000	211 VALLEY VIEW DR
051-190-112-000	205 VALLEY VIEW DR
051-210-036-000	VALLEY VIEW DR LOT #1
051-220-003-000	5335 SKYWAY
051-220-005-000	5225 SKYWAY
051-220-040-000	SKYWAY
051-220-044-000	5311 SKYWAY
051-220-048-000	4857 SKYWAY
051-220-052-000	4867 SKYWAY
051-220-053-000	SKYWAY
051-220-054-000	PTN SEC 21-22-3-E
051-220-057-000	PTN SEC 21-22-3-E SKYWAY
051-220-065-000	4901.4903.4905.4907.4909 & 4911 ALL A-D SKYWAY
051-220-069-000	PTN SEC 21-22-3 E
051-220-073-000	003.37 AC SKYWAY
051-220-085-000	SKYWAY
051-220-088-000	5175 SKYWAY
051-230-004-000	LOT 5 SKYWAY
051-230-005-000	LOT 6 SKYWAY
051-230-006-000	LOT 7 SKYWAY
051-230-007-000	LOT 8 SKYWAY
051-230-008-000	5049 RUSSELL DRIVE
051-230-016-000	RUSSELL DR
051-230-017-000	4615 SKYWAY
051-230-018-000	RUSSELL DR
051-230-019-000	5044 RUSSELL DRIVE
051-230-020-000	5048 RUSSELL DR
051-230-021-000	5052 RUSSELL DRIVE
051-230-022-000	5056 RUSSELL DR
051-230-023-000	5060 RUSSELL DR
051-230-024-000	4620 SKYWAY
051-230-025-000	4624 SKYWAY
051-230-026-000	4630 SKYWAY
051-230-027-000	4644 SKYWAY
051-230-028-000	SKYWAY
051-230-029-000	4656 SKYWAY
051-230-030-000	4662 SKYWAY
051-230-031-000	4670 SKYWAY
051-230-034-000	4712 SKYWAY
051-230-038-000	4736 SKYWAY
051-230-039-000	4740 SKYWAY
051-230-040-000	4742 SKYWAY
051-230-041-000	4758 SKYWAY
051-230-042-000	4770.4780 SKYWAY
051-230-047-000	SKYWAY
051-230-049-000	PTN L 34 VISTA VILLAGE 1
051-230-050-000	4692 SKYWAY
051-230-052-000	LOT 3 VISTA VILLAGE UNIT #1
051-230-053-000	4709 SKYWAY

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-022-033-000	566 BILLE RD
052-022-038-000	6145 OLIVER RD
052-022-052-000	6181 OLIVER RD
052-022-053-000	6165 OLIVER RD
052-022-054-000	6177 OLIVER RD
052-022-055-000	644 BILLE RD
052-022-056-000	6191 OLIVER RD
052-022-080-000	584 BILLE RD
052-022-081-000	PTN SEC 15-22-3 E
052-022-086-000	632 BILLE RD
052-022-087-000	PCL 1 PM 42-90
052-022-097-000	6161 OLIVER RD
052-024-032-000	6123 OLIVER RD
052-024-048-000	641 CASTLE DR
052-024-050-000	6099 OLIVER RD
052-024-076-000	652 SUNSET DR
052-024-125-000	PTN 6117 OLIVER RD
052-024-126-000	PTN 6117 OLIVER RD
052-024-127-000	PTN 6117 OLIVER RD
052-031-027-000	493 VALLEY VIEW DR
052-031-028-000	479 VALLEY VIEW DR
052-031-035-000	441 VALLEY VIEW DR
052-031-040-000	499 VALLEY VIEW DR
052-031-041-000	507 VALLEY VIEW DR
052-031-045-000	541 VALLEY VIEW DR
052-031-047-000	563 VALLEY VIEW DR
052-031-058-000	589 VALLEY VIEW DR
052-031-059-000	VALLEY VIEW DR
052-031-060-000	VALLEY VIEW DR
052-031-062-000	VALLEY VIEW DR
052-031-063-000	VALLEY VIEW DR
052-031-069-000	555 VALLEY VIEW DR
052-031-071-000	463 VALLEY VIEW DR
052-031-078-000	VALLEY VIEW DR
052-031-087-000	PTN SEC 15-22-3 E
052-031-088-000	527 VALLEY VIEW DR
052-031-101-000	VALLEY VIEW DR
052-031-102-000	533 VALLEY VIEW
052-031-103-000	640 CASTLE DR
052-031-105-000	6063 OLIVER RD
052-031-106-000	6061 OLIVER RD
052-031-113-000	517 VALLEY VIEW DR
052-031-114-000	VALLEY VIEW DR
052-031-116-000	5940 WOODSDALE LN
052-031-120-000	591 VALLEY VIEW DRIVE
052-031-122-000	VALLEY VIEW DRIVE
052-031-123-000	6059 OLIVER ROAD
052-031-124-000	605 VALLEY VIEW DRIVE
052-031-125-000	5971 ACORN CT
052-031-131-000	5970 ACORN CT
052-032-002-000	450 A & B VALLEY VIEW DR
052-032-003-000	456 VALLEY VIEW DR
052-032-007-000	494 VALLEY VIEW DR
052-032-008-000	502 VALLEY VIEW DR
052-032-010-000	508 VALLEY VIEW DR

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
051-460-044-000	119 VALLEY VIEW DR PARADISE
051-460-045-000	115 VALLEY VIEW DR PARADISE
051-460-046-000	111 VALLEY VIEW DR PARADISE
051-460-047-000	104 VALLEY VIEW DR
051-460-048-000	108 VALLEY VIEW DR PARADISE
051-460-049-000	112 VALLEY VIEW DR PARADISE
051-460-050-000	116 VALLEY VIEW DR PARADISE
051-470-014-000	LOT 14 ACORN RIDGE ESTATES #2
051-470-015-000	LOT 15 ACORN RIDGE ESTATES #2
051-470-016-000	LOT 16 ACORN RIDGE ESTATES #2
051-470-017-000	100 VALLEY VIEW DR
051-470-018-000	LOT 18 ACORN RIDGE ESTATES #2
051-470-019-000	LOT 19 ACORN RIDGE ESTATES #2
051-470-020-000	LOT 20 ACORN RIDGE ESTATES #2
051-470-021-000	LOT 21 ACORN RIDGE ESTATES #2
051-470-022-000	LOT 22 ACORN RIDGE ESTATES #2
052-011-001-000	658 BILLE RD
052-011-002-000	670 BILLE RD
052-011-006-000	696 BILLE RD
052-011-007-000	706 & 708 BILLE RD
052-011-008-000	710 & 712 BILLE RD
052-011-009-000	732 BILLE RD
052-011-032-000	6096 OLIVER RD
052-011-033-000	6104 OLIVER RD
052-011-036-000	6120 OLIVER RD
052-011-043-000	6132 OLIVER RD
052-011-044-000	660 SUNSET DRIVE/6142 OLIVER ROAD
052-011-056-000	6126 OLIVER RD
052-011-082-000	PTN SEC 15 T22N R3E
052-011-083-000	PTN SEC 15 T22N R3E
052-011-084-000	655 SUNSET DR
052-011-088-000	PTN LT 2 BYRON O CLARK SUB
052-011-090-000	776 BILLE RD
052-011-091-000	001.43 AC SEC 15 T22N R3E
052-011-093-000	001.29 AC SEC 15 T22N R3E
052-011-095-000	744 BILLE RD
052-011-097-000	000.83 AC BILLE RD
052-011-098-000	672 BILLE RD
052-011-104-000	6166 OLIVER RD
052-011-105-000	6162 OLIVER RD
052-011-112-000	680 BILLE RD
052-011-113-000	BILLE RD
052-012-001-000	790 BILLE RD
052-012-022-000	800 BILLE RD
052-012-023-000	810 BILLE RD
052-012-024-000	816 BILLE RD
052-012-036-000	820 BILLE RD
052-012-038-000	858 BILLE RD
052-012-048-000	PTN LOT 1 BYRON O CLARK SUB
052-012-061-000	830 BILLE ROAD
052-022-011-000	620 BILLE RD
052-022-016-000	6151 OLIVER RD
052-022-028-000	610 BILLE RD
052-022-030-000	600 BILLE RD
052-022-032-000	570 BILLE RD

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# Attachment B

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-050-059-000	PTN LOT 19 HIGHLAND GARDENS SUB DOGWOOD LN
052-050-063-000	5872 OLIVER RD
052-060-011-000	6801 6803 & 6805 SKYWAY
052-060-013-000	6799 SKYWAY
052-060-018-000	6817 SKYWAY
052-060-034-000	6901 SKYWAY
052-060-037-000	6779 SKYWAY
052-060-038-000	6769 SKYWAY
052-060-039-000	PTN SEC 15 T22N R3E
052-060-040-000	PTN SEC 15 T22N R3E
052-060-041-000	6945 SKYWAY
052-080-038-000	851 ELLIOTT RD
052-080-041-000	ABANDONED RAILROAD RIGHT OF WAY SEC 15 T22N R3E
052-080-063-000	795 ELLIOTT RD
052-080-073-000	827 ELLIOTT RD
052-080-074-000	841/843 ELLIOTT ROAD PARADISE
052-080-081-000	PTN SEC 15 T22-3E
052-080-082-000	805 ELLIOTT ROAD
052-080-092-000	6808 SKYWAY P/P FROM #800-044-983
052-080-094-000	ELLIOTT ROAD & SKYWAY
052-080-104-000	859 ELLIOTT RD
052-080-105-000	6800 SKYWAY
052-080-108-000	815 ELLIOTT RD
052-080-109-000	ELLIOTT RD
052-080-111-000	767 ELLIOTT RD
052-080-112-000	6848 SKYWAY
052-090-026-000	6587 SKYWAY
052-090-027-000	6607 SKYWAY
052-090-046-000	6689 SKYWAY
052-090-047-000	6529, 6539, 6541 & 6545 SKYWAY
052-090-060-000	6500 & 6505 SKYWAY PARADISE
052-090-063-000	6553 & 6555 SKYWAY PARADISE
052-090-064-000	6625 SKYWAY
052-121-011-000	6393 SKYWAY
052-121-024-000	6349 SKYWAY
052-121-027-000	6319 SKYWAY
052-121-028-000	6311 SKYWAY
051-450-099-000	6405 SKYWAY
052-121-032-000	6345 SKYWAY P/P TRANS TO 800-046-042
052-121-034-000	6331 & 6333 SKYWAY
052-121-035-000	6407 SKYWAY
052-121-043-000	6433-6455 SKYWAY
052-121-044-000	6475 SKYWAY
052-121-045-000	6457 SKYWAY 688 & 690 ELLIOTT ROAD
052-121-046-000	6371 SKYWAY
052-121-047-000	724 ELLIOTT RD
052-122-002-000	SKYWAY
052-122-019-000	SKYWAY
052-122-020-000	6490 SKYWAY
052-122-027-000	PTN SEC 15 T22N R3E
052-122-028-000	PTN SEC 15 T22N R3E
052-122-029-000	6400 SKYWAY
052-122-030-000	740 ELLIOTT RD & 6023 ALMOND ST (CANCEL BUS ACCT)
052-122-033-000	

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-032-011-000	512 VALLEY VIEW DR
052-032-012-000	520 VALLEY VIEW DR
052-032-015-000	538 VALLEY VIEW DR
052-032-019-000	572 VALLEY VIEW DR
052-032-023-000	
052-032-024-000	578 VALLEY VIEW DR
052-032-032-000	472 VALLEY VIEW DR
052-032-038-000	528 VALLEY VIEW DR
052-032-040-000	556 VALLEY VIEW DR
052-032-041-000	564 VALLEY VIEW DR
052-032-044-000	530 VALLEY VIEW DRIVE
052-032-045-000	PCL 1 PM 46 8
052-032-046-000	PCL 2 PM 46 8
052-032-047-000	VALLEY VIEW DR
052-032-048-000	440 VALLEY VIEW DR
052-032-049-000	5935 LARISSA LN
052-032-052-000	5934 LARISSA LN
052-032-055-000	590 VALLEY VIEW DRIVE
052-032-056-000	594 VALLEY VIEW DR
052-032-057-000	462 VALLEY VIEW DR
052-033-004-000	OLIVER RD
052-033-006-000	632 VALLEY VIEW DR
052-033-014-000	6036 CRESTVIEW DR
052-033-021-000	VALLEY VIEW DR
052-033-022-000	OLIVER RD
052-033-023-000	640 VALLEY VIEW DR
052-033-024-000	OLIVER RD
052-040-034-000	6082 OLIVER RD
052-040-035-000	656 EDWARDS LANE
052-040-042-000	6078 OLIVER RD
052-040-043-000	645 BROOKHAVEN
052-040-052-000	650 BROOKHAVEN DR
052-040-069-000	PTN LT 1 BYRON O CLARK SUB
052-040-088-000	NEAL RD
052-040-089-000	NEAL RD
052-040-095-000	7067 SKYWAY P/P FROM #800-000-822
052-040-096-000	7067 SKYWAY
052-040-097-000	LOT #14 SKYWAY MEADOWS UNIT #1
052-040-098-000	LOT #15 SKYWAY MEADOWS UNIT #1
052-040-099-000	LOT #A SKYWAY MEADOWS UNIT #1
052-040-103-000	PTN SE 1/4, NE 1/4 SEC.15 T.22N. R.3E. MDB&M
052-040-104-000	LT 1 OF PARCEL MAP 187-60/62
052-040-106-000	LT 3 OF PARCEL MAP 187-60/62
052-050-016-000	737 CAMELLIA DR
052-050-017-000	723 CAMELLIA DR
052-050-020-000	655 DOGWOOD LN
052-050-021-000	654 DOGWOOD LN
052-050-024-000	662 DOGWOOD LN
052-050-026-000	691 CAMELLIA DR
052-050-027-000	688 CAMELLIA DR
052-050-044-000	840 CAMELLIA DR
052-050-048-000	827 CAMELLIA DR
052-050-049-000	CAMELLIA DR
052-050-056-000	658 DOGWOOD LN
052-050-057-000	660 DOGWOOD LN

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-191-010-000	3845 HONEY RUN RD
052-191-014-000	6141 SKYWAY
052-191-021-000	6133 SKYWAY
052-191-022-000	3839 HONEY RUN RD
052-191-023-000	3833 HONEY RUN RD
052-191-024-000	6119 & 6125 SKYWAY
052-192-001-000	6148 SKYWAY
052-192-015-000	6118 SKYWAY
052-193-002-000	6087 SKYWAY
052-193-011-000	6011 6023 6025 SKYWAY
052-193-017-000	HONEY RUN ROAD, PARADISE
052-193-019-000	PTN SEC 22 T22N R3E
052-193-020-000	PTN SEC 22 T22N R3E
052-193-021-000	PTN SEC 22 T22N R3E
052-193-022-000	6067 SKYWAY
052-193-025-000	6041 SKYWAY
052-194-003-000	99 PEARSON RD
052-194-004-000	67 PEARSON RD
052-194-006-000	6060-6062 SKYWAY
052-194-008-000	45 PEARSON RD
052-194-009-000	35 PEARSON RD
052-194-010-000	6020 & 6024 SKYWAY
052-194-013-000	6044 SKYWAY
052-194-014-000	6064 & 6072 SKYWAY
052-201-037-000	6226 SKYWAY
052-201-038-000	6196 SKYWAY
052-201-039-000	6052 FOSTER RD
052-211-006-000	5915-5921 A & B SKYWAY
052-211-007-000	5887 SKYWAY
052-211-031-000	5995 SKYWAY
052-211-035-000	PTN LT 6 BLK 6 CHICO HEIGHTS ADD
052-211-036-000	5851 SKYWAY
052-211-037-000	PTN LT E LT 14 BLK 6 CHICO HIGHT ADD
052-211-041-000	PTN LTS 3 4 & 6 CHICO HGTS ADD
052-212-001-000	5986 SKYWAY & 10 PEARSON RD
052-212-003-000	52 PEARSON RD
052-212-004-000	72 PEARSON RD-PARADISE
052-212-005-000	92 PEARSON RD
052-212-006-000	108 PEARSON RD
052-212-007-000	5863 FOSTER ROAD
052-212-017-000	5974 SKYWAY
052-212-019-000	5944 SKYWAY
052-212-020-000	26728/36 PEARSON RD PARADISE
052-212-021-000	20 24 PEARSON RD
052-212-022-000	5831 FOSTER RD
052-213-016-000	5924 SKYWAY
052-213-019-000	5848 SKYWAY
052-213-020-000	5848 SKYWAY
052-213-023-000	SKYWAY
052-213-024-000	5880 SKYWAY
052-213-025-000	5850 & 5860 SKYWAY
052-221-006-000	119 PEARSON RD
052-221-012-000	CORNER OF ALMOND & PEARSON STS
052-222-017-000	PTN BLK 4 PARADISE
052-222-018-000	175 PEARSON RD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-130-032-000	6265 SKYWAY, PARADISE
052-130-043-000	PTN SEC 15 T22N R3E
052-130-044-000	SKYWAY PARADISE
052-130-045-000	6295 SKYWAY
052-130-049-000	6201 & 6225 SKYWAY
052-141-006-000	6308 SKYWAY
052-141-016-000	6256 & 6264 SKYWAY
052-141-017-000	6268 SKYWAY
052-141-020-000	6294 SKYWAY
052-141-030-000	6344 SKYWAY
052-141-032-000	SEC 15 T22N R3E
052-150-004-000	5867 QUEEN DR
052-150-025-000	ABANDONED RAILROAD RIGHT OF WAY SEC 15 T22N R3E
052-150-028-000	800 ELLIOTT RD
052-150-030-000	828 ELLIOTT RD
052-150-033-000	860 ELLIOTT RD
052-150-036-000	840 ELLIOTT RD
052-150-037-000	816 ELLIOTT ROAD
052-150-038-000	5846 5850 TULIP LN
052-150-044-000	LOT 1 PTN SEC 15 T22N R3E
052-150-051-000	LOT 1 PTN SEC 15 T22N R3E
052-150-055-000	SBE 135-4-44A-1
052-150-056-000	ELLIOTT RD
052-150-057-000	6030 ALMOND ST
052-170-009-000	5939 OLIVER RD
052-170-010-000	5935 OLIVER RD
052-170-011-000	5929 OLIVER RD
052-170-012-000	5925 OLIVER RD
052-170-017-000	5911 OLIVER RD
052-170-034-000	PTN SE QTR SEC 15-22-3-E
052-170-036-000	PTN SEC 15-22-3E
052-170-037-000	5889 & 5897 OLIVER
052-170-042-000	6729 SKYWAY
052-170-043-000	6717 SKYWAY
052-170-044-000	6995 & 6697 SKYWAY
052-170-045-000	OLIVER RD
052-170-046-000	5971 HAYES LN
052-181-001-000	3823 HONEY RUN RD
052-182-085-000	5675 SKYWAY
052-182-086-000	PTN SEC 22 T22N R3E
052-182-087-000	PTN SEC 22 T22N R3E
052-182-090-000	5701 SKYWAY
052-182-091-000	5757 SKYWAY
052-182-092-000	503, 507, 511, 515 UDOVICH LANE
052-182-093-000	PTN LT 11 SEC 22 T22 R3E
052-182-094-000	PTN LT 11 SUB OF SEC 22 T22N R3E
052-182-109-000	JEWELL RD PARADISE
052-191-001-000	6197 SKYWAY
052-191-002-000	6189 SKYWAY
052-191-003-000	6177 SKYWAY
052-191-004-000	6171 SKYWAY
052-191-005-000	6165 SKYWAY
052-191-006-000	6149-6155 & 6161 SKYWAY
052-191-007-000	6145 SKYWAY
052-191-009-000	3851 HONEY RUN RD

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# Attachment B

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## ATTACHMENT B

Town of Paradise

Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-250-030-000	5785 FOSTER RD
052-250-037-000	5581 FOSTER RD
052-250-038-000	5571 FOSTER RD
052-250-039-000	ABANDONED RAILROAD RIGHT OF WAY SEC 22 T22N R3E
052-250-040-000	5683 FOSTER RD
052-250-070-000	PTN LT 19 SEC 22-22-3E
052-250-077-000	5533 & 5555 SKYWAY
052-250-078-000	5571 SKYWAY 3 SEPARATE DWELLINGS
052-250-083-000	5678 SKYWAY
052-250-084-000	5742 SKYWAY
052-250-085-000	5389 A & B SKYWAY
052-250-086-000	PTN LT 10 SEC 22 T22N R3E
052-250-087-000	PTN LT 12 SEC 22 T22N R3E
052-250-088-000	5423 SKYWAY
052-250-089-000	PTN LT 12 SEC 22 T22N R3E
052-250-094-000	PTN SEC 22 T22 R3E
052-250-098-000	5736 SKYWAY
052-250-100-000	PTN SEC 22 T22N R3E
052-250-101-000	5628 & 5660 SKYWAY
052-250-102-000	5467 SKYWAY
052-250-103-000	001.11 AC SKYWAY
052-250-104-000	5771 & 5773 FOSTER ROAD
052-250-105-000	FOSTER RD
052-250-106-000	5675 FOSTER RD
052-250-114-000	5570 & 5598 SKYWAY
052-250-117-000	INDIAN ROCK LN
052-250-120-000	PTN SEC 22 T22N R3E
052-250-122-000	SKYWAY
052-250-124-000	PTN LOT 20 SEC. 22 T. 22N. R. 3E.
052-260-029-000	5523 FOSTER RD
052-260-034-000	5493 FOSTER RD
052-260-035-000	5485 FOSTER RD
052-260-048-000	5463 FOSTER RD
052-260-049-000	5465 FOSTER RD
052-260-057-000	PTN SEC 22-122 R3E-FOSTER RD
052-260-058-000	5537 FOSTER RD
052-260-071-000	PTN L 22 SEC 22-22-3 E
052-260-073-000	5519 FOSTER RD
052-260-078-000	5420 SKYWAY
052-260-080-000	PTN LT 14 SUB OF SEC 22 T22N R3E
052-260-090-000	SBE 135-4-74A-1
052-260-091-000	5511 FOSTER RD
052-260-092-000	5428 SKYWAY
052-260-093-000	5440 5444 SKYWAY
052-260-140-000	5522/5550 SKYWAY
052-260-141-000	5350 SKYWAY
052-260-142-000	5312 SKYWAY
052-260-147-000	PTN LT 14 SUB OF SEC 22, T22N., R3E
052-271-003-000	5455 FOSTER RD
052-271-012-000	619 ROE RD
052-271-013-000	605 ROE RD
052-271-014-000	589 ROE ROAD
052-271-015-000	577 ROE RD
052-271-020-000	5373 FOSTER RD
052-271-021-000	5379 FOSTER RD

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## ATTACHMENT B

Town of Paradise

Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-222-019-000	153 163 165 & 169 PEARSON RD
052-223-008-000	307 PEARSON RD
052-223-009-000	291 PEARSON RD
052-223-026-000	5665 SCOTTWOOD RD
052-223-029-000	PTN LT 12 WOODSIDE SUB
052-223-030-000	OLD RAILROAD R/W
052-224-002-000	136 PEARSON RD
052-224-003-000	140 PEARSON RD
052-224-004-000	148 PEARSON RD
052-224-009-000	130 PEARSON RD PARADISE
052-224-010-000	5461-5479 ALMOND, 5834-5856 FOSTER
052-224-011-000	5808 & 5814 FOSTER RD
052-225-004-000	202 204 208 PEARSON ROAD
052-225-015-000	5460 ALMOND ST & 5355 BLACK OLIVE DR
052-225-017-000	162 & 164 PEARSON RD
052-225-019-000	PEARSON RD
052-225-020-000	PEARSON RD
052-226-001-000	5654 SIERRA PARK DR
052-226-002-000	296 PEARSON RD
052-226-004-000	338 PEARSON RD
052-226-015-000	PEARSON RD
052-231-001-000	5348 BLACK OLIVE DR
052-231-006-000	OLD RAILROAD RIGHT OF WAY
052-234-002-000	5625 BROOKSIDE AVE
052-234-003-000	5616 FOSTER RD
052-235-025-000	649 BUSCHMANN RD
052-235-027-000	5588 FOSTER RD
052-235-028-000	5570 BROOKSIDE AVE
052-235-029-000	5553 SIERRA PARK DR
052-235-030-000	651-653 BUSCHMANN RD
052-236-004-000	693 BUSCHMANN RD - RES DEMO'D 2011
052-236-005-000	687 BUSCHMANN RD
052-236-007-000	679 BUSCHMANN RD
052-237-009-000	719 BUSCHMANN RD
052-237-010-000	711 BUSCHMANN RD
052-237-011-000	705 BUSCHMANN RD
052-237-012-000	5558 LOGAN DR
052-238-023-000	731 BUSCHMANN RD
052-238-024-000	5550 KEITH RD
052-238-040-000	395, 397 & 399 PEARSON RD
052-242-009-000	355 PEARSON RD PARADISE
052-242-010-000	5683 ACADEMY DR
052-242-051-000	400 PEARSON RD
052-243-001-000	801 COLLEGE HILL RD
052-243-007-000	CORNER SCOTTWOOD & PEARSON
052-244-001-000	791 BUSCHMANN RD
052-244-009-000	831 BUSCHMANN RD
052-244-017-000	PEARSON AT COLLEGE HILL
052-244-026-000	PEARSON RD
052-244-029-000	450 PEARSON RD
052-244-031-000	771 BUSCHMANN ROAD
052-244-042-000	859 BUSCHMANN RD
052-244-045-000	825 BUSCHMANN RD
052-244-048-000	596 594 OAKWOOD LN
052-250-029-000	

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-370-009-000	5396 FOSTER RD
052-370-010-000	687 ROE RD
052-370-011-000	5446 FOSTER RD
052-370-012-000	PTN LOT 26 SEC 22-22-3-E
052-380-009-000	CIRCLE WOOD-LOT 29
052-380-010-000	625 CIRCLEWOOD DR
052-380-011-000	623 CIRCLEWOOD DR
052-380-012-000	CIRCLE WOOD-LOT 32
052-380-013-000	CIRCLE WOOD-LOT 33
052-380-014-000	617 CIRCLEWOOD DR
052-380-015-000	615 CIRCLEWOOD DR
052-380-016-000	613 CIRCLEWOOD DR
052-380-017-000	611 CIRCLE WOOD DRIVE
052-380-040-000	609 CIRCLEWOOD DR
052-390-001-000	6180 CLIFF DR
052-390-002-000	474 BILLE RD
052-390-003-000	480 BILLE RD
052-390-005-000	PTN LOT 1-CLIFF DR
052-390-006-000	PCL 3 PM 36 42
052-390-011-000	PTN LOT 5-CLIFF DR
052-390-012-000	451 SUNSET DR
052-390-017-000	492 BILLE RD
052-390-021-000	504 BILLE RD
052-390-022-000	510 BILLE RD
052-390-024-000	520 BILLE RD
052-390-026-000	530 BILLE RD
052-390-027-000	526 BILLE ROAD
052-390-029-000	542 BILLE RD
052-390-031-000	554 BILLE RD
052-390-032-000	560 BILLE RD
052-390-035-000	PTN LOTS 3 & 4-CNR CLIFF & SUNSET DRS
052-390-036-000	6108 CLIFF DR
052-390-037-000	PTN LOTS 2 - 3 CANYON VIEW SUB
052-390-038-000	6092 CLIFF DR
052-390-039-000	415 CASTLE DR
053-011-007-000	6161 & 6163 TWIN LANES
053-011-008-000	1130 BILLE RD
053-011-014-000	1156 BILLE RD
053-011-023-000	1272 BILLE RD
053-011-029-000	CLARK RD
053-011-034-000	1144 BILLE RD
053-011-054-000	WILDWOOD ESTS SUB LOT 2
053-011-055-000	6333 CLARK RD
053-011-057-000	6351 CLARK RD
053-011-061-000	1234 BILLE RD
053-011-062-000	1230 BILLE RD
053-011-063-000	6165 BURKE LN
053-011-065-000	1256 BILLE RD
053-011-067-000	TAHOE CT
053-011-070-000	6169 CORAL AVE
053-011-071-000	6168 CORAL AVE
053-011-072-000	1180 BILLE RD
053-011-073-000	1182 BILLE RD
053-011-082-000	6153 TWIN LN
053-011-089-000	1266 BILLE RD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
052-271-024-000	5445 FOSTER RD
052-271-025-000	5447 FOSTER RD
052-271-028-000	5429 FOSTER RD
052-271-031-000	5421 FOSTER RD
052-271-033-000	627 MORRIS LN
052-271-038-000	5409 FOSTER RD
052-271-045-000	5385 FOSTER RD
052-271-050-000	619 GREGS WAY
052-271-074-000	PTN LT 23 SEC 22-22-3E
052-271-075-000	5363 FOSTER ROAD
052-271-079-000	PTN LOT 23 SEC 22-22-3-E
052-271-083-000	551 ROE ROAD
052-271-084-000	5415 FOSTER RD
052-273-011-000	5334 FILBERT ST
052-273-019-000	439 ROE RD
052-274-010-000	5333 FILBERT ST
052-275-008-000	ROE RD
052-275-009-000	550 ROE RD
052-275-010-000	PTN SEC 22-22-3E
052-275-011-000	PTN SEC 22-22-3E
052-290-001-000	762 BUSCHMANN RD
052-290-002-000	776 BUSCHMANN RD
052-290-019-000	810 BUSCHMANN RD
052-290-033-000	005.00 AC BUSCHMANN RD
052-290-036-000	830 BUSCHMANN RD
052-290-042-000	003.50 AC BUSCHMANN RD
052-290-043-000	005.57 AC BERRY CREEK ROAD
052-330-001-000	LOT 1 SCOTT DR.
052-330-014-000	630 SCOTT DR
052-340-002-000	736 BUSCHMANN RD
052-340-004-000	726 BUSCHMANN RD
052-340-017-000	722 BUSCHMANN RD
052-340-018-000	704 & 708 BUSCHMANN RD PARADISE
052-340-036-000	5533 SCOTTWOOD RD & 746 BUSCHMANN RD
052-360-002-000	694 BUSCHMANN RD
052-360-003-000	5548 KEMLYN LN
052-360-007-000	003.50 AC BUSCHMANN ROAD
052-360-009-000	675 MARVIN DR
052-360-010-000	5564 FOSTER RD
052-360-011-000	5556 FOSTER RD
052-360-012-000	FOSTER RD
052-360-013-000	5536 FOSTER RD
052-360-014-000	5532 FOSTER RD
052-360-015-000	5530 FOSTER RD
052-360-017-000	5516-18 FOSTER RD
052-360-018-000	5492 FOSTER ROAD
052-360-019-000	5490 FOSTER RD
052-360-020-000	5482 FOSTER RD
052-360-021-000	5476 FOSTER RD
052-360-027-000	696 BUSCHMANN ROAD
052-360-029-000	5462 FOSTER RD
052-370-003-000	5456 FOSTER RD
052-370-006-000	004.14 AC FOSTER RD
052-370-007-000	5416 FOSTER RD
052-370-008-000	5408 FOSTER RD

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-030-035-000	6079 MAXWELL DR
053-030-036-000	PCL 2 PM 48-19
053-030-045-000	MAXWELL DR
053-030-047-000	SKYWAY
053-030-050-000	7300 SKYWAY
053-030-051-000	PTN LOT 24 OFF SKYWAY
053-030-052-000	7284 SKYWAY
053-030-053-000	7200 SKYWAY
053-030-054-000	SKYWAY
053-040-029-000	1023 CENTRAL PARK DR
053-040-032-000	6243 CLARK ROAD
053-040-035-000	6186 CLARK ROAD
053-040-036-000	CLARK ROAD, PARADISE
053-040-037-000	6200 CLARK RD
053-040-038-000	PTN LOT 21 SUB SEC 14-22-3-E
053-040-039-000	PTN LOTS 19 & 20 SEC 14-22-3-E
053-040-040-000	6240 CLARK RD
053-040-041-000	6252 & 6254 CLARK RD
053-040-050-000	6150 CLARK RD
053-040-061-000	PTN SEC 14 T22N R3E
053-050-003-000	999 CENTRAL PARK DR
053-050-004-000	985 CENTRAL PARK DR
053-050-005-000	977 CENTRAL PARK DR
053-050-009-000	941 CENTRAL PARK DR
053-050-010-000	931 CENTRAL PARK DR
053-050-013-000	932 CENTRAL PARK DR
053-050-015-000	962 CENTRAL PARK DR
053-050-017-000	978 CENTRAL PARK DR
053-050-019-000	CENTRAL PARK DR
053-050-020-000	CENTRAL PARK DR
053-050-021-000	1012 CENTRAL PARK DR
053-050-022-000	1036 CENTRAL PARK DR
053-050-023-000	1042 CENTRAL PARK DR
053-050-027-000	1043 CENTRAL PARK DR
053-050-029-000	1011 CENTRAL PARK DR
053-050-033-000	965 CENTRAL PARK DR
053-050-034-000	961 CENTRAL PARK DR
053-050-035-000	CENTRAL PARK DR
053-050-038-000	PTN LT 66 CENTRAL PARK SUB
053-050-039-000	PTN L 66 CENTRAL PK SUB
053-050-041-000	CENTRAL PARK DR
053-050-042-000	6201 CLARK ROAD
053-050-043-000	950 CENTRAL PARK DRIVE
053-050-045-000	990 CENTRAL PARK DR
053-060-003-000	921 CENTRAL PARK DR
053-060-004-000	911 CENTRAL PARK DR
053-060-005-000	903 CENTRAL PARK DR
053-060-006-000	893 CENTRAL PARK DRIVE
053-060-007-000	883 CENTRAL PARK DR
053-060-029-000	869 CENTRAL PARK DR
053-060-031-000	845 CENTRAL PARK DR
053-060-032-000	CENTRAL PARK SUBD LOT 19
053-060-033-000	811 CENTRAL PARK DR
053-060-034-000	6070 MAXWELL DR
053-060-035-000	799 CENTRAL PARK DR

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-011-090-000	1260 BILLE RD
053-011-094-000	000 910 AC IN LT 6 SEC 14 T22N R3E
053-011-097-000	KOENIG DR
053-011-098-000	BILLE RD
053-011-099-000	1192 BILLE RD
053-011-104-000	6309 CLARK RD
053-011-112-000	1284 BILLE RD
053-011-113-000	6361 CLARK RD
053-011-116-000	949 CENTRAL PARK DR
053-011-117-000	1134 BILLE RD
053-011-118-000	1092 BOWMAN DR
053-011-119-000	PCL 1 OF PM182-69/71 BILLE RD
053-011-120-000	PCL 2 OF PM182-69/71 BILLE RD
053-012-022-000	6332 CLARK RD FIXTURES TO 800-046-568
053-012-023-000	6312 6318 CLARK ROAD
053-012-025-000	6292 CLARK RD
053-012-029-000	6274 & 6280 CLARK RD
053-021-002-000	884 BILLE RD
053-021-003-000	892 BILLE RD
053-021-004-000	904 BILLE RD
053-021-014-000	926 BILLE RD
053-021-032-000	6214 LUCKY JOHN ROAD BUSINESS ACCT CANCELLED
053-021-056-000	918 BILLE RD
053-021-064-000	7357 SKYWAY
053-021-066-000	BILLE RD & LUCKY JOHN RD
053-021-072-000	BILLE ROAD
053-021-079-000	PTN LT 9 SEC 14 T22N R3E
053-021-080-000	7455 SKYWAY
053-021-081-000	7337 SKYWAY
053-021-082-000	7321 SKYWAY
053-021-083-000	PTN LT 9 SEC 14 T22N R3E
053-021-085-000	PTN LT 9 SUB SEC 14 T22N R3E
053-021-086-000	7389 SKYWAY
053-021-087-000	PTN NHLE SEC 14 T22N R3E
053-021-088-000	PTN LT 9 OF SEC 14 T22N R3E
053-021-089-000	PTN LT 9 OF SEC 14 T22N R3E
053-021-100-000	PTN LT 9 SYLVAN ACRES SUB
053-021-094-000	938 BILLE RD
053-021-095-000	948 BILLE ROAD
053-021-098-000	PTN LOT 9 SEC 14 T22N R3E-BILLE RD & SKYWAY(AUDIT)
053-022-004-000	1030 BILLE RD
053-022-012-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 14 T22N R3E
053-022-014-000	7420 SKYWAY
053-022-019-000	7472 SKYWAY
053-022-022-000	PTN LT 8 SEC 14 T22N R3E
053-022-026-000	1006 & 1010 BILLE RD
053-022-029-000	7334 SKYWAY/6084 MAXWELL
053-022-030-000	1022 BILLE RD
053-022-031-000	7542 SKYWAY
053-022-032-000	7576 SKYWAY
053-022-033-000	PTN LOT 8 SUB OF SEC 14
053-023-001-000	1078 BILLE RD
053-030-011-000	6083 MAXWELL DR P/P TRANSFERRED FROM 800-038-952
053-030-024-000	ABANDONED RAILWAY RIGHT OF WAY PTN SEC 14 T22N R3E
053-030-034-000	7126 SKYWAY

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-104-030-000	1273 ELLIOTT RD
053-104-034-000	1203 ELLIOTT ROAD
053-104-037-000	1279 ELLIOTT ROAD
053-104-047-000	ELLIOTT RD
053-110-050-000	979 ELLIOTT RD
053-110-069-000	1007 ELLIOTT RD
053-110-070-000	001.77 AC 1023 ELLIOTT RD
053-110-072-000	1081 ELLIOTT RD
053-110-075-000	5876 MAXWELL DRIVE
053-110-076-000	1073 ELLIOTT RD
053-110-100-000	PTN LOTS 50 & 51 ELLIOTT RD
053-110-101-000	1055 ELLIOTT ROAD
053-110-104-000	ELLIOTT RD & JAGUAR CT
053-110-107-000	ELLIOTT RD & JAGUAR CT
053-111-012-000	869 ELLIOTT RD
053-111-014-000	ELLIOTT RD
053-111-015-000	897 & 899 ELLIOTT RD
053-111-028-000	PTN LT 48 SEC 14 T22N R3E
053-111-030-000	PTN LT 48 SEC 14 T22N R3E
053-111-032-000	883 ELLIOTT RD
053-111-034-000	931, 935 & 955 ELLIOTT RD
053-120-008-000	1000 ELLIOTT RD
053-120-013-000	1020 ELLIOTT RD
053-120-026-000	1010 ELLIOTT RD
053-120-036-000	1072 ELLIOTT
053-120-037-000	1062 ELLIOTT RD
053-120-038-000	1054 ELLIOTT RD
053-120-039-000	ELLIOTT RD
053-120-040-000	1038 ELLIOTT RD
053-120-044-000	888 ELLIOTT RD
053-120-052-000	001.62 AC SEC 14 T22N R3E 864 ELLIOTT RD
053-120-054-000	000.56 AC SEC 14 T22N R3E
053-120-061-000	000.67 AC ELLIOTT RD
053-120-064-000	PTN LOT 72 SEC 14 T22N R3E
053-120-066-000	015.40 AC PTN 5 HLF SEC 14 T22N R3E
053-120-067-000	PTN 5 HLF SEC 14 T22N R3E
053-120-073-000	988 ELLIOTT RD
053-120-074-000	1080 ELLIOTT RD
053-120-080-000	5930 CAMINO LN (1-20) & 481 NUNNELEY RD (1-18)
053-120-082-000	PCL 1 OF PM182-30
053-120-083-000	PCL 2 OF PM182-30
053-131-028-000	5878 CLARK ROAD
053-131-073-000	1132 ELLIOTT RD
053-131-074-000	1142 ELLIOTT RD
053-131-075-000	1144 ELLIOTT RD
053-131-080-000	ELLIOTT & COPELAND RDS
053-131-081-000	1166/1168 ELLIOTT RD PARA
053-131-082-000	1162/1164 ELLIOTT RD PAR
053-131-083-000	1156/1158 ELLIOTT RD PAR
053-131-088-000	PCL 1 PM 48-57
053-131-089-000	PCL 2 PM 48-57
053-131-090-000	5864 CLARK RD
053-131-094-000	PTN SEQR SEC 14 T22N R3E
053-131-096-000	CLARK RD
053-131-098-000	1146 ELLIOTT RD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-060-048-000	LOT 16 CENTRAL PARK SUB
053-060-049-000	851 CENTRAL PARK DRIVE
053-070-001-000	6056 MAXWELL DR
053-070-002-000	832 CENTRAL PARK DR
053-070-003-000	840 CENTRAL PARK DRIVE
053-070-004-000	852/846 CENTRAL PARK DRIVE
053-070-005-000	CENTRAL PARK DR
053-070-006-000	866 CENTRAL PARK DR
053-070-007-000	CENTRAL PARK DR
053-070-008-000	880 CENTRAL PARK DR
053-070-010-000	890 CENTRAL PARK DR
053-070-012-000	6053 WILLIAMS DR & 910 CENTRAL PARK DR
053-070-047-000	900 CENTRAL PARK DR
053-070-048-000	906 CENTRAL PARK DR
053-080-013-000	CLARK RD
053-080-014-000	6189 CLARK RD
053-080-055-000	1005 BROOKWOOD CIRCLE
053-080-056-000	6127 CLARK RD
053-090-001-000	6185 BERKSHIRE WAY
053-090-016-000	1064 BILLE RD
053-090-017-000	BILLE RD
053-101-022-000	6077 CLARK RD
053-101-023-000	6099 CLARK RD.
053-101-025-000	SEC 14-22-3E PTN LT 41
053-101-026-000	SEC 14-22-3E PTN LT 41
053-101-027-000	CLARK RD & MAPLE PARK DR
053-101-028-000	6107 CLARK RD
053-101-029-000	6117 CLARK RD
053-102-015-000	PTN LT 52 SEC 14 T22N R3E
053-102-016-000	MAPLE PARK DR & CLARK RD
053-102-017-000	6047 CLARK RD
053-102-019-000	5991 CLARK RD PARADISE
053-103-025-000	
053-103-027-000	1181 ELLIOTT ROAD
053-103-028-000	ELLIOTT ROAD
053-103-031-000	6118/6128 CLARK RD PAR
053-103-032-000	6108/6078 CLARK RD PARADISE
053-103-036-000	6020 CLARK RD (AUDIT FILE)
053-103-037-000	6026 CLARK ROAD
053-103-040-000	CLARK ROAD
053-103-041-000	CLARK ROAD
053-010-999-000	
053-021-999-000	
053-080-098-000	
053-080-099-000	
053-103-045-000	CORNER CLARK HWY & ELLIOTT RD SEC 14 T22N R3E
053-104-005-000	1239 ELLIOTT RD.
053-104-006-000	1229 ELLIOTT ROAD
053-104-007-000	1223 ELLIOTT RD.
053-104-008-000	1217 ELLIOTT RD.
053-104-009-000	1207 ELLIOTT RD.
053-104-022-000	1257 ELLIOTT RD
053-104-023-000	1247 ELLIOTT RD
053-104-024-000	1287 ELLIOTT ROAD
053-104-028-000	1267 ELLIOTT RD

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## Attachment B

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ATTACHMENT B

Town of Paradise

Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-150-095-000	1450 & 1454 BILLE RD
053-150-103-000	OAK HILL MOBILE ESTATES
053-150-112-000	PTN SEC 13-22-3E
053-150-120-000	6175 ALAMO WAY
053-150-126-000	6174 ALAMO
053-150-128-000	PTN SEC 13 T22N R3E
053-150-129-000	1428 BILLE ROAD
053-150-136-000	6177 SAWMILL ROAD
053-150-137-000	PCL 3 PM 48-67
053-150-154-000	6390 CLARK RD
053-150-155-000	6165 SAWMILL ROAD
053-150-156-000	SAWMILL RD
053-150-157-000	6159 SAWMILL RD
053-150-158-000	1492 BILLE RD
053-150-159-000	1488 BILLE RD
053-150-160-000	BILLE RD
053-150-161-000	6184 N LIBBY
053-150-162-000	1420 BILLE ROAD
053-150-167-000	6130 ROSSI WAY
053-150-189-000	1490 TOBIE LN
053-150-194-000	6382 CLARK RD
053-150-197-000	CLARK RD
053-150-198-000	CLARK RD
053-150-199-000	CLARK RD
053-150-201-000	T22N R3E SEC 13 N LIBBY RD PARADISE
053-161-049-000	6029 SAWMILL RD
053-161-050-000	PTN OF NWQR SEC 13-22-3E
053-161-070-000	6071 SAWMILL RD
053-161-072-000	1490 FREESTONE CT
053-161-097-000	6049 SAWMILL RD
053-170-008-000	6048 SAWMILL RD
053-170-090-000	PTN SEC 13-22-3 E
053-170-109-000	PTN SEC 13-22-3 E
053-170-110-000	6020 SAWMILL ROAD
053-170-111-000	1549 KAY CT
053-170-112-000	1548 KAY CT
053-170-113-000	PTN SEC 13 T22N R3E
053-170-122-000	1510 JUDY LANE
053-170-139-000	PTN SEC 13 T22N R3E
053-170-140-000	PTN SEC 13 T22N R3E
053-170-141-000	5992 SAWMILL WAY
053-170-201-000	PTN SEC 13 T22N R3E SAWMILL RD
053-180-009-000	5940 SAWMILL RD
053-180-027-000	5960 SAWMILL RD
053-180-062-000	LOT 1-SAWMILL RD.
053-180-063-000	LOT 2-SAWMILL RD.
053-180-073-000	OFF SAWMILL ROAD
053-180-074-000	ELLIOTT RD
053-180-075-000	009.20 AC SEC 13 T22N R3E
053-180-128-000	5970 SAWMILL ROAD
053-180-143-000	5930 SAWMILL RD
053-180-144-000	5926 SAWMILL ROAD
053-180-166-000	LOTH#1 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-180-167-000	LOTH#2 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-180-168-000	LOTH#3 184 MOR 22/24 NIELSON ESTATES 9-23-2013

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Town of Paradise

Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-131-100-000	5910 CLARK RD
053-131-101-000	5898 CLARK RD
053-131-102-000	5888 & 5892 CLARK RD
053-132-044-000	1280 ELLIOTT RD
053-132-073-000	1246 ELLIOTT RD
053-132-077-000	PTN LOT 58 SEC 14-22-3-E
053-132-079-000	1220 ELLIOTT RD
053-132-080-000	1220 ELLIOTT RD
053-132-081-000	1206 ELLIOTT RD
053-132-082-000	1264 ELLIOTT RD
053-132-083-000	1272 ELLIOTT ROAD
053-132-084-000	PTN LT 58 SEC 14 T22N R3E
053-132-091-000	1250 ELLIOTT RD
053-140-007-000	005.86 AC 6126 SAWMILL RD
053-140-009-000	1659 BILLE RD
053-140-011-000	1697 BILLE RD
053-140-012-000	1713 BILLE RD
053-140-013-000	1729 BILLE RD
053-140-014-000	6445 PENTZ RD
053-140-030-000	6092 SAWMILL RD
053-140-032-000	1683 BILLE RD
053-140-041-000	6170 SAWMILL RD
053-140-042-000	6172 SAWMILL RD
053-140-043-000	1530 CRYSTAL LANE
053-140-048-000	LOT 1 SAWMILL RD
053-140-049-000	6150 SAWMILL ROAD
053-140-050-000	SAWMILL RD
053-140-051-000	003.00 AC 6154 SAWMILL RD
053-140-057-000	6186 SAWMILL RD
053-140-063-000	BILLE ROAD
053-140-065-000	1536 CRYSTAL LANE
053-140-069-000	1538 BILLE RD
053-140-070-000	PTN NE QTR SEC 13-22-3 E
053-140-073-000	1560 BILLE ROAD
053-140-074-000	1566 BILLE RD
053-140-077-000	PTN SEC 13 T22N R3E
053-140-078-000	1679 BILLE ROAD
053-140-079-000	PCL 2 PM 48-56
053-140-089-000	1642, 1646 & 1648 BILLE RD
053-140-093-000	1657 PEPE CIRCLE
053-140-097-000	1700 BILLE ROAD
053-140-101-000	6084 SAWMILL RD
053-140-102-000	6080 SAWMILL ROAD
053-150-006-000	1328 BILLE RD
053-150-039-000	6189 N LIBBY RD
053-150-042-000	6105 SAWMILL RD
053-150-053-000	6133 SAWMILL RD
053-150-054-000	6129 SAWMILL RD
053-150-058-000	1476 BILLE RD
053-150-059-000	BILLE RD
053-150-061-000	6113 SAWMILL RD
053-150-071-000	1326 BILLE RD
053-150-077-000	6081 SAWMILL RD
053-150-080-000	BILLE RD
053-150-081-000	1446 BILLE RD

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Town of Paradise  
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APN	Legal Description
053-230-151-000	LOT 34 WHISPERING PINES SUB NO 3
053-230-172-000	PTN LOT 13 PARADISE HEIGHTS SUB
053-230-193-000	1500 ELLIOTT RD LOT 1 PM 144-39/41
053-230-194-000	1510 ELLIOTT RD LOT 2 PM 144-39/41
053-240-024-000	PTN SEC 18 T22N R4E
053-240-029-000	6363 & 6369 PENITZ RD
053-240-030-000	PTN SEC 18 T22N R4E
053-240-039-000	PTN SEC 18 T22N R4E
053-240-040-000	PTN SEC 18 T22N R4E
053-240-055-000	PTN SEC 18 T22N R4E
053-240-056-000	PTN SEC 18 T22N R4E
053-240-065-000	PCL 1 P/M 42-83
053-240-066-000	PCL 2 P/M 42-83
053-240-067-000	PTN SEC 18 T22N R4E
053-240-068-000	PTN SEC 18 T22N R4E
053-240-070-000	PTN SEC 18 T22N R4E
053-240-071-000	PTN SEC 18 T22N R4E
053-250-007-000	PTN SEC 18 T22N R4E
053-250-008-000	PTN SEC 18 T22N R4E
053-250-009-000	PTN SEC 18 T22N R4E
053-250-029-000	6224 PENITZ RD.
053-250-032-000	6299 PENITZ RD.
053-250-038-000	6285 PENITZ ROAD
053-250-049-000	6280 PENITZ RD
053-250-054-000	PTN SEC18 PENITZ RD
053-250-056-000	6273 PENITZ ROAD
053-250-058-000	6279 PENITZ ROAD
053-250-069-000	6267 PENITZ RD
053-250-070-000	6255 PENITZ RD
053-250-075-000	PTN SEC18 PENITZ RD.
053-250-076-000	6240 PENITZ ROAD
053-250-081-000	6289 PENITZ RD.
053-250-087-000	6264 PENITZ
053-250-092-000	PTN W HLF NWQR SEC 18-22-4E
053-250-093-000	6319 PENITZ ROAD
053-250-096-000	6284 PENITZ RD
053-250-097-000	1830 CLEAR BROOK LN PAR
053-250-116-000	6282 PENITZ RD
053-250-117-000	PENITZ RD
053-250-122-000	CHLOE CT
053-260-014-000	6119 PENITZ RD
053-260-027-000	6189 PENITZ RD.
053-260-043-000	6140 PENITZ ROAD
053-260-050-000	1863 DEL RIO WAY
053-260-056-000	1864 DEL RIO WAY
053-260-060-000	6152 PENITZ RD
053-260-061-000	6150 PENITZ RD
053-260-073-000	1860 VINEYARD DRIVE
053-260-080-000	PENITZ RD
053-260-081-000	6165 PENITZ RD
053-260-082-000	6130 PENITZ RD
053-260-097-000	PENITZ RD
053-260-098-000	6105 PENITZ RD
053-260-099-000	PENITZ RD
053-260-104-000	6185 PENITZ RD

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Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-180-169-000	LOT#4 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-180-170-000	LOT#5 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-180-171-000	LOT#6 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-180-172-000	LOT#7 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-180-173-000	LOT#8 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-180-174-000	LOT#9 184 MOR 22/24 NIELSON ESTATES 9-23-2013
053-190-017-000	1383 ELLIOTT RD
053-190-030-000	PTN SEC 13 T22N R3E
053-190-038-000	LOT 1 DEL MAR ESTATES
053-190-077-000	LOT 12 SCENIC ESTATES
053-190-078-000	PTN LOT 1 SCENIC ESTATES
053-190-079-000	1319 ELLIOTT ROAD
053-190-082-000	PCL 1 P/M 42-03
053-190-095-000	PCL 1 P/M 107-58
053-200-010-000	LOT 3 BLK 2 FOX SUB
053-200-035-000	LOT 2 & PTN LOT 1 BLK 1 FOX SUB
053-200-036-000	LOT 3 BLK 1 FOX SUB
053-200-037-000	LOTS 4 & 5 BLK 1 FOX SUB
053-200-043-000	LOT 4 BLK 2 FOX SUB
053-200-051-000	PTN LOT 1 BLK 2 & PTN LOT B FOX SUB
053-200-052-000	LOT 2 & PTN LOT 1 BLK 2 FOX SUB
053-200-057-000	LOT 6 BLK 1 FOX SUB
053-200-058-000	LOT 7 BLK 1 FOX SUB
053-210-003-000	PTN LOT 6 BLK 2 FOX SUB
053-210-004-000	LOT 7 BLK 2 FOX SUB
053-210-021-000	PTN LOTS 1 & 2 BLK 3 FOX SUB
053-210-022-000	LOT 3 BLK 3 FOX SUB
053-210-023-000	LOTS 4 & 5 BLK 3 FOX SUB
053-210-024-000	PTN SEC 13 T22N R3E
053-210-025-000	PTN SEC 13 T22N R3E
053-210-026-000	PTN SEC 13 T22N R3E
053-210-027-000	PTN SEC 13 T22N R3E
053-210-028-000	PTN SEC 13 T22N R3E
053-210-030-000	PTN SEC 13 T22N R3E
053-210-058-000	PTN SEC 13 T22N R3E
053-210-060-000	PTN SEC 13 T22N R3E
053-210-061-000	PTN SEC 13 T22N R3E
053-210-062-000	PTN SEC 13 T22N R3E
053-210-074-000	PTN SEC 13 T22N R3E
053-210-075-000	PTN SEC 13 T22N R3E
053-210-082-000	LOT 5 & PTN LOT 6 BLK 2 FOX SUB
053-230-020-000	PTN LOT 13 PARADISE HEIGHTS SUB
053-230-022-000	PTN LOT 13 PARADISE HEIGHTS SUB
053-230-023-000	PTN LOT 13 PARADISE HEIGHTS SUB
053-230-061-000	LOT 3 WHISPERING PINES SUB
053-230-062-000	LOT 4 WHISPERING PINES SUB
053-230-063-000	LOT 5 WHISPERING PINES SUB
053-230-064-000	LOT 6 WHISPERING PINES SUB
053-230-065-000	LOT 7 WHISPERING PINES SUB
053-230-081-000	PTN LOT 13 PARADISE HEIGHTS SUB
053-230-091-000	PTN LOT 11 PARADISE HEIGHTS SUB
053-230-147-000	LOT 30 WHISPERING PINES SUB NO 3
053-230-148-000	LOT 31 WHISPERING PINES SUB NO 3
053-230-149-000	LOT 32 WHISPERING PINES SUB NO 3
053-230-150-000	LOT 33 WHISPERING PINES SUB NO 3

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Attachment B

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ATTACHMENT B  
Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
053-330-149-000	1376 ELLIOTT RD
053-330-150-000	1314 ELLIOTT RD
053-330-151-000	5849 SAWMILL RD
053-330-152-000	1390 ELLIOTT RD
053-330-153-000	1490 ELLIOTT RD
053-340-014-000	1748 EDEN ROC DR
053-340-016-000	1752 EDEN ROC DR
053-340-018-000	6400 EDEN ROC DR
053-340-020-000	EDEN ROC SUB, LOT 20
053-340-021-000	EDEN ROC SUB, LOT 21
053-340-022-000	6177 LAKEVIEW DR
053-340-095-000	PTN SEC 13-22-3E
053-340-096-000	PTN SEC 13-22-3E
053-340-097-000	1746 EDEN ROC DR
053-340-102-000	PTN SEC 18 T22N R3E
053-340-103-000	1706 BILLE RD
053-360-006-000	LT 1 EAST WOODS PROFESSIONAL PK
053-360-007-000	LT 2 EAST WOODS PROFESSIONAL PK
053-370-001-000	1500 ROSEMARY CT
053-370-016-000	1505 ROSEMARY CT
053-380-099-000	COMMON AREA CENTRAL PARK CONDOMINIUMS
053-390-009-000	6056 PENTZ ROAD
053-390-010-000	5960 PENTZ RD
053-390-013-000	5974 PENTZ RD/CANYON VIEW, PP MVD FROM 053-390-011
053-400-018-000	PCL 1 OF PM181-58/62 COMMON AREA
054-010-052-000	829 PEARSON RD
054-010-071-000	5661 NEWLAND RD
054-010-072-000	833 PEARSON RD
054-010-084-000	PEARSON RD
054-010-097-000	5770 CLARK RD A & B
054-010-098-000	5734 CLARK ROAD P/P TRANS FROM 800-046-056
054-010-099-000	PTN NEQR SEC 23 T22N R3E
054-010-100-000	5780 CLARK ROAD
054-010-105-000	5790 CLARK RD
054-010-114-000	5796 CLARK RD
054-010-115-000	5792 & 5794 CLARK ROAD
054-010-117-000	5654 CATHY LN
054-010-118-000	BROOKVIEW WAY
054-010-124-000	5660 BROOKVIEW WAY
054-010-125-000	5655 CATHY LN
054-010-126-000	699 PEARSON RD
054-030-006-000	5660 PARADISE AVE
054-030-023-000	5661 NEWMAN AVE
054-030-029-000	5659 PARADISE AVE
054-030-030-000	901 PEARSON RD
054-030-039-000	853 PEARSON RD
054-030-042-000	875 PEARSON RD
054-030-050-000	5676 TAMARACK WAY
054-030-055-000	5677 SCOTTY LAKE DRIVE
054-040-009-000	5704 SUSIE LN & 609 PEARSON RD
054-040-015-000	581 PEARSON RD
054-040-016-000	573 PEARSON RD
054-040-020-000	549 PEARSON ROAD
054-040-021-000	541 PEARSON RD
054-040-024-000	511 PEARSON RD PP MOVED TO 800-047-903

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ATTACHMENT B  
Town of Paradise  
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APN	Legal Description
053-260-106-000	1873 QUIET LN PARADISE
053-271-002-000	6068 PENTZ RD
053-271-003-000	6060 PENTZ RD
053-271-015-000	6076 PENTZ RD
053-272-045-000	5989 PENTZ RD
053-272-059-000	5981 PENTZ RD
053-272-078-000	6039 PENTZ RD
053-272-082-000	001.00 AC PENTZ RD
053-272-088-000	6033 PENTZ RD
053-272-089-000	6041 PENTZ RD
053-272-095-000	SEC 18 T22N R4E
053-272-096-000	SEC 18 T22N R4E
053-310-001-000	PENTZ RD
053-310-001-000	1857 NORWOOD DR
053-310-022-000	1856 NORWOOD DR
053-310-023-000	1857 CONIFER DR
053-310-044-000	1856 CONIFER DR
053-320-001-000	1570 BILLE RD
053-320-045-000	6112 VISTA KNOLLS DR
053-320-050-000	PCL 1 PM 44-55
053-320-065-000	6188 VIRGINIA WAY
053-330-001-000	1300 ELLIOTT RD
053-330-007-000	1326 ELLIOTT RD
053-330-008-000	ELLIOTT RD
053-330-009-000	1332 ELLIOTT RD
053-330-012-000	1366 ELLIOTT RD
053-330-016-000	1388 ELLIOTT RD
053-330-020-000	002.50 AC 1430 ELLIOTT RD
053-330-022-000	1462 ELLIOTT RD
053-330-024-000	1470 ELLIOTT RD
053-330-025-000	1478 ELLIOTT RD
053-330-032-000	5805 SAWMILL RD
053-330-033-000	5803 SAWMILL RD
053-330-034-000	5795 SAWMILL RD
053-330-035-000	002.00 AC 5789 SAWMILL RD
053-330-036-000	5775 SAWMILL RD
053-330-037-000	1499 NUNNELEY RD
053-330-058-000	5819 SAWMILL RD
053-330-063-000	ELLIOTT RD
053-330-066-000	1480 ST PETERS CT
053-330-070-000	1348 1354 1358 ELLIOTT RD
053-330-071-000	5859 SAWMILL RD
053-330-125-000	PTN S HLF SE QTR SEC 13 T22N R3E
053-330-126-000	PTN S HLF SE QTR SEC 13 T22N R3E
053-330-129-000	ELLIOTT RD
053-330-131-000	5847 SAWMILL RD
053-330-133-000	ELLIOTT RD
053-330-134-000	ELLIOTT RD
053-330-135-000	5829 SAWMILL RD
053-330-137-000	1481 MAGGIES LN
053-330-140-000	1398 ELLIOTT RD
053-330-141-000	1394 ELLIOTT RD
053-330-143-000	1492 ELLIOTT RD
053-330-146-000	5837 SAWMILL RD
053-330-147-000	5841 SAWMILL RD
053-330-148-000	1372 ELLIOTT RD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-060-116-000	5635 GRAMERCY PL
054-070-009-000	820 PEARSON ROAD
054-070-010-000	1190 GLEN CIR
054-070-016-000	1189 GLEN CIRCLE
054-070-050-000	1161 GLEN CIR
054-070-056-000	1162 GLEN CIR
054-080-021-000	5552/5554 CLARK ROAD
054-080-022-000	5542 CLARK RD
054-090-001-000	868 BUSCHMANN RD
054-090-005-000	DUDLEY LN
054-090-010-000	5539 PALOMA AVE
054-090-032-000	5544 DEL MONTE AVE
054-090-036-000	BUSCHMANN RD
054-090-040-000	5540 FLORAL LN
054-090-041-000	890 BUSCHMANN RD
054-090-054-000	PCL 1 PM 45-61
054-090-057-000	002.09 AC 1060 BUSCHMANN RD
054-090-060-000	003.97 AC BUSCHMANN RD
054-090-061-000	874 BUSHMANN RD
054-090-062-000	BUSHMANN RD
054-090-063-000	5557 CLARK RD
054-090-074-000	BUSCHMANN RD
054-090-075-000	BUSCHMANN RD
054-100-001-000	951 BELLA VISTA AVE
054-100-002-000	957 BELLA VISTA AVE
054-100-003-000	965 BELLA VISTA AVE
054-100-004-000	971 BELLA VISTA AVE
054-100-005-000	977 BELLA VISTA AVE
054-100-006-000	985 BELLA VISTA AVE
054-100-007-000	993 BELLA VISTA AVE
054-131-001-000	1522 NUNNELEY RD
054-131-026-000	5736 SAWMILL RD
054-131-050-000	5712 SAWMILL RD
054-131-068-000	5680 SAWMILL RD
054-131-069-000	5690 SAWMILL RD
054-131-070-000	5696 SAWMILL RD
054-131-071-000	5700 SAWMILL RD
054-131-077-000	5740 SAWMILL RD
054-131-079-000	MOR-DELL RD
054-131-082-000	SAWMILL RD
054-131-086-000	5726 SAWMILL RD
054-131-088-000	SAWMILL RD
054-131-092-000	5674 SAWMILL RD
054-141-054-000	PTN SEC 24-22-3-E
054-141-055-000	PTN SEC 24-22-3-E
054-141-062-000	PTN NW QTR SEC 24-22-3-E
054-141-074-000	PTN SEC 24-22-3-E
054-141-075-000	PTN SEC 24-22-3
054-141-076-000	PTN SEC 24-22-3 E
053-360-099-000	
053-400-099-000	
054-142-006-000	5729 5737 SAWMILL ROAD
054-142-008-000	1486 TERRY LN
054-142-012-000	5675 SAWMILL RD
054-142-021-000	1458 TERRY LN

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-040-025-000	503 PEARSON RD
054-040-027-000	5705 CHAPEL DRIVE
054-040-045-000	5711 CHURCHILL ROAD
054-040-050-000	PEARSON RD
054-040-051-000	633 PEARSON RD
054-040-055-000	491 PEARSON RD
054-040-056-000	635 PEARSON RD
054-040-062-000	5725 CLARK RD BUSINESS ACCT CANCELLED
054-040-089-000	637-655 PEARSON ROAD
054-040-110-000	591 PEARSON RD
054-040-111-000	PTN SEC 23 T22N R3E S.B.E. 135-4-103
054-040-112-000	PTN SEC 23 T22N R3E
054-040-113-000	565 PEARSON RD
054-040-116-000	5799 CLARK ROAD
054-040-117-000	5799 CLARK ROAD
054-040-136-000	5720 ACADEMY DR
054-040-138-000	597 PEARSON RD
054-040-143-000	5781/5783 CLARK RD
054-040-145-000	LOT 2 PM 161-92/94 5781 CLARK RD
054-040-146-000	459 & 475 PEARSON RD
054-040-147-000	555 PEARSON RD
054-040-148-000	PTN OF N. 1/2 OF N.W. 1/4 OF SEC. 23. T. 22N. R. 3E
054-050-003-000	
054-050-005-000	
054-050-023-000	
054-050-028-000	622 PEARSON RD
054-050-039-000	
054-050-040-000	658 PEARSON RD
054-050-045-000	1045 BUSCHMANN RD
054-050-051-000	1041/1043 BUSCHMANN ROAD
054-050-052-000	BUSCHMANN RD
054-050-058-000	877 BUSCHMANN ROAD
054-050-080-000	PTN SEC 23-22-3E
054-050-086-000	002.21 AC 905 BUSCHMANN RD
054-050-089-000	672 PEARSON RD
054-050-091-000	867 BUSCHMANN RD
054-050-092-000	PARADISE STIRLING HWY
054-050-093-000	PARADISE STIRLING HWY
054-050-098-000	897 BUSCHMANN RD
054-050-099-000	1007 BUSCHMANN RD
054-050-101-000	458 468 480 PEARSON RD
054-050-102-000	CLARK & BUSCHMANN ROADS
054-060-003-000	824 PEARSON RD
054-060-004-000	830 PEARSON RD
054-060-005-000	838 PEARSON RD
054-060-013-000	5648 NEWLAND RD
054-060-014-000	862 PEARSON RD
054-060-015-000	870 PEARSON RD
054-060-016-000	876 PEARSON RD
054-060-018-000	894 PEARSON RD
054-060-096-000	PEARSON ROAD
054-060-097-000	888 PEARSON ROAD
054-060-101-000	CLARK RD
054-060-104-000	5700 CLARK RD
054-060-115-000	LOT 7 GRAMERCY PLACE PARK

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-162-007-000	5594 SAWMILL RD
054-162-008-000	5604 SAWMILL RD
054-162-011-000	5580 SAWMILL RD
054-162-012-000	5586 SAWMILL RD
054-162-014-000	5546 SAWMILL RD
054-162-015-000	1215 PEARSON RD
054-162-016-000	5550 SAWMILL RD
054-162-017-000	1201 PEARSON RD
054-162-020-000	SAWMILL RD
054-162-021-000	SAWMILL RD
054-162-022-000	5572 SAWMILL RD
054-162-028-000	5555 TRAVIS RD
054-163-028-000	1289 PEARSON RD
054-163-031-000	PCL 4 PM 45-86
054-163-035-000	PTN SWQR OF NEQR SEC 24 T22N R3E
054-163-040-000	5552 TRAVIS RD
054-163-042-000	PEARSON RD
054-163-043-000	5555 BUTTE VIEW TER
054-164-010-000	5541 CHERRY LN
054-164-011-000	1363 PEARSON RD
054-164-028-000	PCL 1 PM 48-31
054-164-029-000	PCL 2 PM 48-31
054-164-030-000	1351 PEARSON ROAD
054-165-011-000	1401 PEARSON RD
054-165-016-000	5558 CHERRY LN
054-171-032-000	1228 PEARSON RD
054-171-066-000	1232 PEARSON RD
054-171-067-000	1240 PEARSON RD
054-171-119-000	1250 PEARSON RD
054-171-120-000	1260 PEARSON RD
054-171-121-000	5541 EDGEWOOD LN
054-171-122-000	1224 PEARSON RD
054-171-123-000	1218 PEARSON RD
054-171-124-000	5533 BELVISO TERRACE
054-171-125-000	5514 SAWMILL RD
054-172-005-000	1386 PEARSON RD
054-172-019-000	1402 PEARSON RD
054-172-026-000	1320 PEARSON RD
054-172-030-000	PEARSON RD
054-172-042-000	1380 PEARSON ROAD
054-172-043-000	1350 PEARSON RD
054-172-044-000	1340 PEARSON RD
054-172-045-000	1330 PEARSON RD
054-172-048-000	1358 PEARSON RD
054-181-020-000	5523 S LIBBY RD
054-181-021-000	5505 S LIBBY RD
054-181-026-000	S LIBBY RD
054-181-027-000	5485 S. LIBBY RD
054-181-030-000	5537 SO LIBBY ROAD
054-181-033-000	5489 S LIBBY RD
054-181-043-000	PTN SEC 24 T22NR3E
054-181-044-000	5463 SO LIBBY ROAD
054-181-048-000	5497 S LIBBY RD
054-181-052-000	5453 S LIBBY RD
054-181-053-000	LIBBY RD

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-142-060-000	SAWMILL RD
054-142-073-000	5677 SAWMILL RD
054-142-084-000	5653/5655 SAWMILL ROAD
054-142-085-000	5657 SAWMILL RD
054-142-086-000	5667 SAWMILL RD
054-142-088-000	1468 SUMMER LN
054-150-001-000	PEARSON & S LIBBY AT NEWLAND RD PARADISE
054-151-004-000	930 PEARSON RD
054-151-008-000	956 PEARSON RD
054-151-009-000	960 PEARSON RD
054-151-013-000	1032 PEARSON RD & 1389 BABBLING BROOK LN
054-151-014-000	1378 BABBLING BROOK LANE
054-151-015-000	1040 PEARSON RD
054-151-017-000	1050 PEARSON RD
054-151-024-000	1064 PEARSON RD
054-151-027-000	916 PEARSON RD
054-151-028-000	920 PEARSON ROAD
054-151-043-000	PEARSON ROAD
054-151-044-000	936 PEARSON ROAD
054-151-046-000	902 PEARSON RD
054-151-050-000	1058 PEARSON ROAD
054-151-060-000	1080 PEARSON ROAD
054-151-069-000	PEARSON RD SEC 24-22-3-E
054-151-091-000	972 PEARSON RD
054-151-092-000	966 PEARSON ROAD
054-151-093-000	988 PEARSON ROAD
054-151-099-000	950 PEARSON RD
054-151-100-000	1000 PEARSON RD
054-152-015-000	1121 PEARSON RD
054-152-016-000	1087 PEARSON RD
054-152-018-000	1067 PEARSON RD
054-152-024-000	1407 STONEHURST DR
054-152-026-000	5535 5539 FOLAND ROAD
054-152-036-000	5627 SAWMILL RD
054-152-038-000	1059 PEARSON RD
054-152-041-000	1479 BAILEY LN
054-152-046-000	1053 PEARSON RD
054-152-058-000	5611 SAWMILL RD
054-152-068-000	1109 PEARSON RD
054-152-072-000	5619 SAWMILL RD
054-152-077-000	1181 PEARSON RD
054-152-079-000	1149 PEARSON RD
054-152-080-000	1151 PEARSON RD
054-152-083-000	1400 JESSIE LN
054-152-084-000	1424 JESSIE LANE
054-152-087-000	5601 SAWMILL RD
054-152-088-000	1083 PEARSON RD
054-152-089-000	SAWMILL RD
054-152-093-000	1127 PEARSON RD
054-152-095-000	SAWMILL RD
054-161-015-000	5638 SAWMILL RD
054-161-016-000	5622 SAWMILL RD/1519 HENSON ROAD
054-161-017-000	5646 SAWMILL RD
054-161-018-000	5640 SAWMILL RD
054-162-001-000	5606 SAWMILL RD

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# Attachment B

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-192-120-000	5412 S LIBBY RD
054-210-015-000	5953 PENTZ RD
054-210-016-000	5680 FICKETT LN
054-210-022-000	5875 PENTZ RD
054-210-024-000	5863 PENTZ RD
054-210-025-000	5853 PENTZ RD
054-210-026-000	5845 PENTZ RD
054-210-034-000	5936 PENTZ RD
054-210-038-000	5888 PENTZ RD
054-210-039-000	5886 PENTZ RD
054-210-042-000	5930 PENTZ RD
054-210-047-000	5916 PENTZ RD
054-210-058-000	5965 PENTZ RD
054-210-062-000	5933 PENTZ RD
054-210-064-000	5948 PENTZ RD
054-210-067-000	5912 PENTZ RD
054-210-069-000	5895 PENTZ RD
054-210-071-000	5885 PENTZ RD
054-210-075-000	5870 PENTZ RD
054-210-085-000	5837 PENTZ RD
054-210-097-000	PTN SEC 19 T22N R4E
054-210-103-000	5907 PENTZ RD
054-210-119-000	5924 PENTZ RD
054-210-123-000	5872 PENTZ RD
054-210-124-000	5880 PENTZ RD
054-220-003-000	008.40 AC SEC 19 T22N R4E E/S PEARSON RD
054-220-004-000	5809 PENTZ RD
054-220-005-000	5801 PENTZ RD
054-220-006-000	5791 PENTZ RD
054-220-007-000	PENTZ RD
054-220-010-000	5749 PENTZ RD
054-220-013-000	5810 PENTZ RD
054-220-014-000	5822 PENTZ RD
054-220-016-000	5848 PENTZ RD
054-220-022-000	PENTZ RD
054-220-034-000	5776 PENTZ ROAD
054-220-044-000	5761 PENTZ RD
054-220-050-000	PTN NHUF SEC 19 T22N R4E
054-220-051-000	5568 HILLTOP DRIVE
054-220-052-000	PTN NHUF SEC 19 T22N R4E
054-220-057-000	1933 STEARNS RD
054-220-058-000	001.03 AC PEARSON RD & HILBE DR
054-220-060-000	002.60 AC PTN SEC 19 T22N R4E
054-220-064-000	5836 PENTZ RD
054-220-065-000	5828 PENTZ RD
054-220-066-000	5600 HILLTOP LN
054-220-068-000	5794 PENTZ RD
054-220-069-000	5798 PENTZ ROAD
054-220-072-000	5854 PENTZ RD
054-220-075-000	PENTZ RD
054-220-076-000	5760 PENTZ RD
054-220-077-000	5775 PENTZ RD
054-220-078-000	5802 PENTZ RD
054-230-001-000	1404 PEARSON RD PARADISE
054-230-002-000	STEARNS ROAD 1.09 AC

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-181-054-000	LIBBY RD
054-182-001-000	5538 S LIBBY RD
054-182-012-000	5516 S LIBBY RD
054-182-015-000	5520 S LIBBY RD
054-182-016-000	5528 S LIBBY RD
054-182-019-000	1140 PEARSON RD
054-182-020-000	S LIBBY RD
054-182-021-000	5512 S LIBBY RD
054-182-025-000	5321 NEWLAND RD
054-182-027-000	5454 S LIBBY RD
054-182-038-000	PEARSON RD
054-182-039-000	PEARSON RD
054-182-041-000	1120 PEARSON ROAD
054-182-045-000	1438 TONI DR
054-182-053-000	PTN SEC 24 T22NR3E
054-182-054-000	1405 DOTTIE LN
054-182-055-000	PTN SEC 24 T22NR3E
054-182-056-000	PCL 1 PM 46-45
054-182-061-000	5472 S LIBBY RD
054-182-064-000	1431 SCANDIA WAY & 5486 LIBBY ROAD
054-182-079-000	1150 PEARSON RD
054-182-080-000	1160 1166 PEARSON RD
054-182-081-000	1176 PEARSON RD
054-182-088-000	1188 PEARSON RD
054-191-002-000	5429 S LIBBY RD
054-191-013-000	5337 S LIBBY RD
054-191-014-000	1397 KELLER LANE
054-191-021-000	5371 S LIBBY RD
054-191-024-000	5399 S LIBBY RD
054-191-025-000	5347 S LIBBY RD
054-191-026-000	5351 S LIBBY RD
054-191-027-000	1399 KERR LN
054-191-034-000	PTN SEC 24-22-3E
054-191-035-000	PTN SEC 24-22-3E
054-191-045-000	PTN SEC 24-22-3E
054-191-072-000	1352 MANHATTAN DR
054-191-073-000	PCL 1 PTN SEC 24 T22N R3E
054-191-074-000	PCL 2 PTN SEC 24 T22N R3E
054-191-085-000	5357 PEACEFUL OAKS LN
054-192-020-000	5380 S LIBBY RD
054-192-056-000	5376 S LIBBY RD
054-192-060-000	5346 S LIBBY RD
054-192-063-000	5390 S LIBBY RD
054-192-064-000	5360 S LIBBY RD
054-192-067-000	1437 HARDIE LN
054-192-081-000	1441 ROY LN
054-192-089-000	LIBBY RD
054-192-090-000	5338 S LIBBY ROAD
054-192-101-000	PTN SWQR SEC 24-22-3E
054-192-102-000	5354 SOUTH LIBBY ROAD
054-192-103-000	PCL 1 PM 45-49
054-192-104-000	PCL 2 PM 45-49
054-192-105-000	1402 ROY LN
054-192-107-000	5332 LIBBY RD
054-192-114-000	001.07 AC 5384 LIBBY RD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-280-001-000	LOT 1 SALIDA WAY
054-280-025-000	5621 PENTZ RD
054-280-026-000	5619 PENTZ RD
054-280-027-000	5617 PENTZ RD
054-290-038-000	PTN SEC 23 T22N R3E
054-290-040-000	PTN SEC 23 T22N R3E
054-290-041-000	5820 CLARK ROAD CANCELLED BUSINESS ACCT
054-290-042-000	001.47 AC CLARK RD
054-290-044-000	5810 CLARK RD
054-330-016-000	CLARK & NUNNELEY ROADS
054-330-018-000	5875/5885 CLARK RD
054-330-019-000	5889 CLARK RD
054-330-026-000	PCL 2 OF 189PM19 PTN LTS 9, 10, 11 STONESON SUB
054-330-024-000	LOT 3 PM 161-92/94 CLARK RD
055-020-002-000	3825 NEAL RD
055-020-003-000	3817 NEAL RD
055-020-006-000	3850 NEAL RD
055-020-008-000	283 & 285 ROE RD
055-020-013-000	286 ROE RD
055-020-017-000	342 ROE RD
055-020-022-000	1.082 ACRES NEAL RD
055-020-027-000	201 ROE RD
055-020-028-000	185 ROE RD
055-020-029-000	197 ROE RD
055-020-046-000	PTN NE QTR SEC 28-22-3-E ROE RD
055-020-047-000	LOT 1 PCL MAP 37 MOR 15
055-020-048-000	115 ROE ROAD
055-020-049-000	125 ROE ROAD
055-020-050-000	135 ROE RD
055-020-051-000	145 ROE RD
055-020-052-000	155 ROE ROAD
055-020-055-000	335 ROE ROAD
055-020-058-000	337 ROE RD
055-020-064-000	332 ROE RD
055-020-070-000	PTN SEC 28-22-3 E
055-020-072-000	PTN SEC 28 T22N R3E
055-020-074-000	200 ROE RD
055-020-079-000	329 ROE RD
055-020-080-000	331 ROE RD
055-020-082-000	282 BURDEN TERRACE
055-020-083-000	253 BURDEN TERRACE
055-020-093-000	230 ROE ROAD
055-020-094-000	5241 JARVIS LN
055-020-095-000	196 ROE RD
055-020-099-000	000.71 AC NEAL RD
055-020-103-000	343 ROE RD
055-020-104-000	.98 AC ROE RD
055-020-106-000	297 BURDEN TERRACE
055-020-108-000	266 ROE ROAD
055-020-109-000	251 DOVE SONG CT
055-020-113-000	260 DOVE SONG CT
055-020-127-000	265 ROE ROAD
055-020-128-000	245 ROE ROAD
055-020-129-000	WAS PTN 055-020-014 SPLIT BY PM171-30 & RD TK
055-020-130-000	WAS PTN 055-020-014 SPLIT BY PM171-30 & RD TK

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
054-230-010-000	5687 PENTZ RD
054-230-011-000	5677 PENTZ RD
054-230-014-000	1874 DEERWOOD LN
054-230-015-000	5655 PENTZ RD
054-230-026-000	1888 LILLIAN AVE
054-230-027-000	PENTZ RD
054-230-030-000	STEARNS RD
054-230-034-000	5745 PENTZ RD
054-230-035-000	5733 PENTZ RD
054-230-036-000	1625 PEARSON RD
054-230-043-000	5700 PENTZ RD
054-230-055-000	PEARSON RD
054-230-056-000	1617 & 1619 PEARSON RD
054-230-063-000	5744 PENTZ RD
054-230-068-000	5738 PENTZ RD PARA
054-230-069-000	PENTZ & MAGALIA HWY
054-230-094-000	PTN LOT 1 STEARNS TRACT
054-230-096-000	5697 PENTZ RD
054-230-097-000	5693 PENTZ RD
054-230-098-000	5689 PENTZ RD
054-230-099-000	PTN IN LTS 9 & 10 STEARNS TR
054-230-102-000	5650 PENTZ RD
054-230-107-000	1620 PEARSON RD
054-230-108-000	1955 STEARNS RD
054-230-112-000	1909 YORK TOWNE MANOR
054-230-123-000	1914 YORK TOWNE MANOR
054-230-129-000	5521 ROCKFORD LN
054-230-130-000	5700 PENTZ RD
054-230-136-000	1975 STEARNS RD
054-240-004-000	5575 PENTZ RD
054-240-005-000	PENTZ RD
054-240-009-000	PENTZ RD
054-240-011-000	5531 PENTZ RD
054-240-019-000	5554 PENTZ RD
054-240-023-000	PENTZ AND STEARNS RD
054-240-035-000	LOT 1 CRANDALL WAY
054-240-051-000	1900 CRANDALL WAY
054-240-052-000	PENTZ RD
054-240-061-000	LOT 27 CRANDALL WAY
054-240-069-000	2349 STEARNS RD
054-240-070-000	5539 ERIN WAY
054-240-072-000	2351 STEARNS RD
054-240-115-000	PCL 4 PM 48-20
054-240-128-000	001.45 AC PTN LOT 4 STEARNS TR
054-240-145-000	5543 PENTZ RD
054-240-146-000	2331 STEARNS RD
054-240-147-000	2337 STEARNS RD
054-260-025-000	1951 DRENDEL CIR
054-260-044-000	COUNTRY CLUB EST NO 1
054-260-045-000	2375 STEARNS RD
054-260-046-000	COUNTRY CLUB EST NO 1
054-260-049-000	COUNTRY CLUB EST UNIT 1 LT 1
054-260-050-000	COUNTRY CLUB EST UNIT 1 LT 2
054-260-053-000	2395 STEARNS RD
054-260-054-000	LOT 7 COUNTRY CLUB ESTATES UNIT 1

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
055-060-045-000	3560 NEAL RD
055-060-046-000	3730 NEAL RD
055-080-007-000	3410 NEAL RD
055-080-012-000	009.67 AC NEAL RD & CHAPARRAL DR
055-080-014-000	003.20 AC 3367 NEAL RD
055-080-023-000	3383 NEAL RD
055-080-026-000	3385 NEAL RD
055-080-031-000	3418 NEAL ROAD
055-080-036-000	PTN SW QTR SEC 28 T22N R3E
055-080-037-000	PTN SW QTR SEC 28 T22N R3E
055-080-038-000	3370 NEAL RD
055-080-051-000	LOT 2 LEWIS RANCH ESTS PH 2
055-080-052-000	LOT 3 LEWIS RANCH ESTS PH 2
055-090-004-000	3329 NEAL RD
055-090-023-000	NEAL RD
055-090-024-000	3333 NEAL RD
055-090-026-000	3332 NEAL RD
055-090-027-000	3324 NEAL RD
055-090-028-000	3284 NEAL RD
055-090-029-000	3272 NEAL RD
055-090-036-000	3294 NEAL ROAD
055-090-037-000	NEAL RD
055-090-038-000	3292 NEAL RD
055-090-039-000	PTN SEC 28-22-3E
055-090-040-000	PTN SEC 28-22-3E
055-090-048-000	3340 NEAL RD
055-090-053-000	3351 NEAL ROAD
055-090-054-000	3341 NEAL ROAD
055-090-055-000	3360 NEAL ROAD
055-090-056-000	NEAL ROAD
055-111-032-000	660 ROE RD
055-120-029-000	5338 FOSTER RD
055-120-036-000	5327 FOSTER RD
055-120-050-000	ROE RD
055-120-071-000	367 ROE RD
055-120-072-000	000.68 AC ROE RD
055-120-073-000	365 ROE RD
055-120-078-000	5285 FARVIEW COURT
055-120-085-000	5286 FILBERT CT
055-120-090-000	5288 FARVIEW CT
055-120-091-000	418 ROE ROAD
055-180-020-000	1239 BENNETT RD
055-180-037-000	1281 BENNETT RD
055-180-040-000	1261 BENNETT RD
055-180-041-000	1275 BENNETT ROAD
055-180-056-000	1199 BENNETT ROAD
055-180-057-000	EAST ROE RD
055-180-058-000	1278 BENNETT RD
055-180-081-000	5195 BENNETT RD
055-180-091-000	005.64 AC 1247 BENNETT RD
055-180-102-000	1230 BENNETT RD
055-180-103-000	1234 BENNETT RD
055-211-006-000	5291 LIBBY RD
055-211-008-000	5273 S LIBBY RD
055-211-026-000	5220 CALIFORNIA WAY

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
055-030-004-000	3793 NEAL ROAD
055-030-007-000	164 JAY BIRD LN PAR
055-030-008-000	3741 NEAL ROAD
055-030-017-000	176 JADE LN
055-030-025-000	3643 NEAL RD
055-030-026-000	3667 NEAL RD
055-030-034-000	175 JADE LN
055-030-039-000	3695 NEAL RD
055-030-042-000	3735 NEAL RD
055-030-048-000	132 COAST RANGE LN
055-030-051-000	NEAL RD
055-040-020-000	120 ROE RD
055-040-038-000	160 ROE RD
055-040-049-000	PTN W HLF SW QTR NE QTR 28-22-3-E WILSON LN
055-040-059-000	136 ROE RD
055-040-061-000	5623 WILSON LN
055-040-062-000	SEC 28 T22N R3E
055-050-007-000	3555 NEAL ROAD
055-050-024-000	3569 NEAL RD
055-050-035-000	3491 NEAL ROAD
055-050-042-000	3475 NEAL ROAD
055-050-065-000	001.13 AC 3609 NEAL ROAD
055-050-072-000	000.72 AC NEAL RD
055-050-080-000	3581 NEAL RD
055-050-082-000	3481 NEAL RD
055-050-084-000	3530 NEAL RD
055-050-085-000	NEAL RD
055-050-086-000	NEAL RD
055-050-094-000	LOT 3 PM 175-83/85 NEAL RD
055-050-096-000	NEAL RD
055-050-097-000	NEAL RD
055-060-002-000	93 ROE RD
055-060-003-000	89 ROE RD
055-060-004-000	83 ROE RD
055-060-005-000	75 ROE RD
055-060-006-000	67 ROE RD
055-060-007-000	51 ROE RD
055-060-008-000	3696 NEAL RD
055-060-011-000	3768 NEAL RD
055-060-012-000	3776 NEAL RD
055-060-013-000	3788 NEAL RD
055-060-018-000	3552 NEAL RD
055-060-020-000	3594 NEAL RD
055-060-021-000	3636 NEAL ROAD
055-060-022-000	60 ROE RD
055-060-023-000	70 ROE RD
055-060-024-000	76 ROE RD
055-060-026-000	92 ROE RD
055-060-028-000	105 ROE RD
055-060-029-000	101 ROE RD
055-060-031-000	133 EAST SUTTER ROAD
055-060-033-000	86 ROE ROAD
055-060-034-000	3740 NEAL RD
055-060-035-000	3752 NEAL ROAD
055-060-040-000	100 ROE RD

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
055-262-012-000	5421 PENTZ RD
055-262-013-000	5415 PENTZ RD
055-262-014-000	5399 PENTZ RD
055-262-015-000	5389 PENTZ RD
055-262-016-000	5375 PENTZ RD
055-262-017-000	5369 PENTZ RD
055-262-018-000	5361 PENTZ RD
055-262-019-000	5349 PENTZ RD
055-262-020-000	5339 PENTZ RD
055-262-048-000	5519 PENTZ RD
055-262-049-000	PENTZ RD
055-262-050-000	1896 MARYWOOD DR
055-263-001-000	5319 PENTZ RD
055-270-007-000	5340 PENTZ RD
055-270-008-000	5350 PENTZ RD
055-270-009-000	5364 PENTZ RD
055-270-010-000	5370 PENTZ RD
055-270-011-000	5376 PENTZ RD
055-270-012-000	PENTZ RD
055-270-013-000	PENTZ RD
055-270-014-000	PENTZ RD
055-270-015-000	5424 PENTZ RD
055-270-016-000	LOT 4 PENTZ RD
055-270-017-000	LOT 3 PENTZ RD
055-270-023-000	5486 PENTZ RD
055-270-024-000	PENTZ RD
055-270-029-000	2344 STEARNS RD
055-270-030-000	2352 STEARNS RD
055-270-031-000	2360 STEARNS RD
055-270-032-000	2368 STEARNS RD
055-270-033-000	STEARNS RD
055-270-034-000	STEARNS RD
055-270-036-000	5330 PENTZ RD
055-270-037-000	5320 PENTZ RD
055-270-040-000	5446 PENTZ RD
055-270-043-000	LOT 1 PENTZ RD
055-270-044-000	5448 PENTZ RD
055-270-048-000	PTN SEC 30-22-4E
055-270-050-000	PTN SEC 30-22-4E
055-270-051-000	PTN SEC 30-22-4E
055-270-054-000	STEARNS RD
055-270-055-000	2340 STEARNS ROAD
055-270-057-000	1930 GOLF RD
055-270-060-000	LOT 1 MOUNTAIN PARK SUB UNIT 1
055-270-061-000	LOT 2 MOUNTAIN PARK SUB UNIT 1
055-270-062-000	LOT 3 MOUNTAIN PARK SUB UNIT 1
055-270-063-000	LOT 4 MOUNTAIN PARK SUB UNIT 1
055-270-064-000	LOT 5 MOUNTAIN PARK SUB UNIT 1
055-270-065-000	5263 COUNTRY CLUB DR
055-270-066-000	5255 COUNTRY CLUB DR
055-270-067-000	LOT 8 MOUNTAIN PARK SUB UNIT 1
055-270-068-000	LOT 9 MOUNTAIN PARK SUB UNIT 1
055-270-069-000	5225 COUNTRY CLUB DR
055-270-070-000	5217 COUNTRY CLUB DR
055-270-071-000	5209 COUNTRY CLUB DRIVE

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## ATTACHMENT B Town of Paradise Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
055-211-028-000	5245 LIBBY RD
055-211-029-000	5247 LIBBY RD
055-211-030-000	1381 BENNETT RD
055-211-031-000	1377 BENNETT RD
055-211-033-000	1333 BENNETT RD
055-211-035-000	5224 SQUIRE LN
055-211-039-000	5223 SQUIRE LANE
055-211-042-000	LIBBY RD
055-211-044-000	1301 BENNETT ROAD
055-211-045-000	ROE RD
055-211-054-000	1319 BENNETT RD
055-211-055-000	5227 CALIFORNIA WAY
055-211-062-000	5281 S LIBBY RD
055-211-064-000	PTN SEC 25 T22N R3E
055-211-065-000	PTN SEC 25 T22N R3E
055-211-074-000	1389 BENNETT RD
055-211-075-000	5265 5269 S LIBBY ROAD
055-211-076-000	5295 LIBBY RD
055-211-080-000	5319 S LIBBY RD
055-211-081-000	S LIBBY RD
055-211-082-000	KELLER LN & LIBBY RD
055-212-002-000	5296 LIBBY RD
055-212-009-000	5278 LIBBY ROAD
055-212-010-000	5270 LIBBY RD
055-212-012-000	5258 S LIBBY RD
055-212-016-000	5242 LIBBY RD
055-212-032-000	5252 LIBBY RD
055-212-033-000	5246 LIBBY RD
055-212-034-000	5232 S LIBBY RD
055-212-038-000	PTN SEC 25-22-3E
055-212-041-000	1450 IDELWILD LN
055-212-042-000	1425 CARROLL LANE
055-212-046-000	PTN SEC 25 T22N R3E
055-212-047-000	5324 S LIBBY RD
055-212-050-000	5286 S LIBBY ROAD
055-212-059-000	5230 S LIBBY RD
055-220-002-000	1328 BENNETT RD
055-220-005-000	015.00 AC 5151 CIRCLE LANE
055-220-009-000	5202 SO LIBBY ROAD
055-220-010-000	1430 BENNETT RD
055-220-019-000	1346 BENNETT RD
055-220-020-000	1342 BENNETT RD
055-220-023-000	1400 BENNETT RD
055-220-031-000	1336 BENNETT RD
055-220-032-000	1390 BENNETT RD
055-220-034-000	ROE RD
055-220-041-000	1318 BENNETT RD
055-220-042-000	1320 BENNETT RD
055-262-002-000	1895 MARYWOOD DR
055-262-006-000	5479 PENTZ RD
055-262-007-000	5469 PENTZ RD
055-262-008-000	5459 PENTZ RD
055-262-009-000	5449 PENTZ RD
055-262-010-000	5439 PENTZ RD
055-262-011-000	5429 PENTZ RD

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
055-270-072-000	LOT 13 MOUNTAIN PARK SUB UNIT 1
055-270-073-000	5189 COUNTRY CLUB DR
055-270-074-000	LOT 15 MOUNTAIN PARK SUB UNIT 1
055-270-075-000	LOT 16 MOUNTAIN PARK SUB UNIT 1 (BUS ACNT CANCELLED)
055-270-076-000	5155 COUNTRY CLUB DRIVE
055-270-077-000	5147 COUNTRY CLUB DR
055-270-078-000	5139 COUNTRY CLUB DRIVE
055-270-079-000	LOT 20 MOUNTAIN PARK SUB UNIT 1
055-270-080-000	5119 COUNTRY CLUB DR
055-270-081-000	CORNER STEARNS RD & PENTZ MAGALIA HWY
055-270-082-000	5512 PENTZ RD
055-270-083-000	STEARNS RD
055-270-090-000	1934 GOLF ROAD
055-280-002-000	5118 COUNTRY CLUB DR
055-280-003-000	5126 COUNTRY CLUB DR
055-280-004-000	5134 COUNTRY CLUB DR
055-280-005-000	5140 COUNTRY CLUB DR
055-280-006-000	LOT 15 COUNTRY CLUB DR
055-280-007-000	LOT 14 COUNTRY CLUB DR
055-280-008-000	5164 COUNTRY CLUB DR
055-280-009-000	5174 COUNTRY CLUB DR
055-280-010-000	5182 COUNTRY CLUB DR
055-280-011-000	5190 COUNTRY CLUB DR
055-280-012-000	5200 COUNTRY CLUB DR
055-280-013-000	LOT 8 COUNTRY CLUB DR
055-280-014-000	5220 COUNTRY CLUB DR
055-280-015-000	5228 COUNTRY CLUB DR
055-280-018-000	5250 COUNTRY CLUB DRIVE
055-280-019-000	5258 COUNTRY CLUB DR
055-280-020-000	5266 COUNTRY CLUB DRIVE
055-280-021-000	5278 COUNTRY CLUB DR
055-280-022-000	5286 COUNTRY CLUB DR
055-280-023-000	5294 COUNTRY CLUB DR
055-280-024-000	5300 COUNTRY CLUB DR
055-280-029-000	5306 COUNTRY CLUB DR
055-280-030-000	PTN SEC 30-22-4 E
055-290-075-000	5152 PENTZ RD
055-290-093-000	PENTZ RD & COUNTRY CLUB DR
055-320-001-000	1354 BENNETT ROAD
055-320-002-000	1364 BENNETT RD
055-320-003-000	1374 BENNETT RD
055-320-004-000	5217 PARKWAY DR
055-410-011-000	LOT 11 GRIGGS SUB
055-410-012-000	99 GRINDING ROCK RD
055-410-024-000	98 GRINDING ROCK RD
055-440-001-000	4974 COUNTRY CLUB DR
055-440-002-000	000 COUNTRY CLUB DR
055-440-003-000	4990 COUNTRY CLUB DR
055-440-004-000	5247 TRAFALGAR SQUARE
055-440-005-000	5250 TRAFALGAR SQ
055-440-006-000	5042 COUNTRY CLUB DR
055-440-007-000	5058 COUNTRY CLUB DR
055-440-008-000	5068 COUNTRY CLUB DR
055-440-009-000	000.40 AC COUNTRY CLUB DR
055-440-010-000	5271 ROYAL CANYON DR

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ATTACHMENT B Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

APN	Legal Description
055-440-035-000	5001 COUNTRY CLUB DR
055-440-036-000	5003 COUNTRY CLUB DR
055-440-037-000	5005 COUNTRY CLUB DR
055-440-038-000	5007 COUNTRY CLUB DR
055-440-101-000	5258 PENTZ RD
055-440-102-000	5250 PENTZ RD
055-440-103-000	5248 PENTZ RD
055-440-104-000	4979 MALIBU DRIVE
055-440-134-000	LOT 1 COUNTRY CLUB PARK SUB
055-440-135-000	5045 COUNTRY CLUB DR
055-440-136-000	5055 COUNTRY CLUB DR
055-440-137-000	5065 COUNTRY CLUB DR
055-440-138-000	LOT 5 COUNTRY CLUB PARK SUB
055-440-139-000	5085 COUNTRY CLUB DR
055-440-144-000	COUNTRY CLUB DR
055-440-145-000	COUNTRY CLUB DRIVE
055-440-146-000	PTN LOT 11 FLOWER SUB
055-440-148-000	5268 ROYAL CANYON LANE
055-440-155-000	5260 PENTZ RD
055-440-156-000	4980 MALIBU DR
055-530-001-000	4972 MALIBU DRIVE
055-530-022-000	4973 MALIBU DRIVE
055-530-025-000	5280 LAGUNA COURT
055-530-026-000	5290 LAGUNA COURT
055-530-027-000	5293 LAGUNA COURT
055-540-007-000	3265 RED SKY LN
066-430-002-000	13581 SKYWAY
066-430-003-000	13575 SKYWAY
066-430-005-000	9323 SKYWAY
066-430-007-000	PTN SEC 36-23-3E
066-440-017-000	MIN INT IN SEC 36 T23N R3E
066-440-018-000	SKYWAY MAGALIA PTN SEC 36 T23 R 3E
066-440-019-000	.35 ACRE MAGALIA
066-440-020-000	SKYWAY PTN SEC 36 T 23 R 3E
066-440-021-000	9315 SKYWAY
066-440-023-000	PTN SE 1/4 SEC 36 T23N R3E
066-440-024-000	PTN SE 1/4 SEC 36 T23N R3E
066-460-003-000	13614 SKYWAY
066-460-005-000	SBE 872-4-26A-11
066-460-008-000	7340 PENTZ RD
066-460-009-000	7330 PENTZ ROAD
066-460-014-000	SBE 872-4-26A-10
066-460-019-000	SKYWAY
066-460-022-000	SKYWAY
066-460-023-000	PENTZ MAGALIA HWY
066-460-024-000	1621 REVERSE COURT
066-460-025-000	7331 PENTZ ROAD
066-510-034-000	PTN LOT A SEC 1 T23N R3E
054-330-025-000	PCL 1 OF 189PM19 PTN LTS 9, 10, 11 STONESON SUB
053-150-203-000	1404 BILLE RD & 6186 MAINORD LN
051-072-090-000	585, 595 ROBERTS RD
053-240-083-000	PCLS 1, 2 OF 153PM69
053-250-126-000	6232, 6234, 6238 PENTZ RD
055-280-034-000	LOT 4 FAIRWAY MANOR SUB
055-280-033-000	LOT 5 FAIRWAY MANOR SUB

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10-13-2020

Town of Paradise  
Proposed Underground Utility District 20-01 Parcel Listing

ATTACHMENT B

**APN**  
**Legal Description**

055-430-999-000  
050-110-043-000  
050-110-044-000

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**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda Item: 6 (a)**

**ORIGINATED BY:** Susan Hartman, Community Development Director  
Katie Simmons, Disaster Recovery Director

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Town Council Repealing Urgency Ordinance No. 598 and  
adopting a new ordinance Relating to Interim Housing

**LONG TERM  
RECOVERY PLAN:** N/A

**COUNCIL ACTION REQUESTED:** Adopt a **MOTION TO:**

1. Consider adopting Town of Paradise Ordinance No 600, "An Urgency Ordinance of the Town Council of the Town of Paradise Repealing Urgency Ordinance No. 598 and Adopting New Ordinance Relating to Interim Housing, Accessory Building(s) and Unoccupied Recreational Vehicle Inside the Camp Fire Area"; **OR**
2. Direct an alternative directive to town staff.

**BACKGROUND:**

At the July 14, 2020 Town Council meeting, the Interim Housing Urgency Ordinance was discussed and ultimately amended to bring the issuance of temporary use permits, issued under the authority of the urgency ordinance, in line with the existing temporary use regulations found within Paradise Municipal Code Chapter 17.32, which requires the issuance of a building permit in order to secure a temporary use permit to reside in an RV on-site. With the Interim Housing Urgency Ordinance set to expire at the end of 2020, the intent of the amendment was to begin the transition of urgency ordinance standards to those of the regular zoning requirements.

**ANALYSIS:**

Since the July 14, 2020 Town Council meeting, staff has continued to work at making contact with residents who are currently occupying RVs on vacant properties within the Town to find out what their rebuild intentions are and to better understand what obstacles rebuilding residents are facing and to offer additional resources where possible.

In addition to reaching out to residents, staff has also been working with the State Dept of Housing & Community Development (HCD) regarding CDBG-DR grant gap-funding opportunities for housing slated to become available locally to individuals in early 2021 rebuilding single family

homes and to developers of multi-family housing projects.

Information gathered thus far from residents living in RVs highlight the fact that a majority are experiencing one or more of the following obstacles:

1. Resident is waiting for PG&E settlement payout to rebuild;
2. Resident needs more time to make a decision on rebuilding (both financial and non-financial related);
3. COVID related delays.

With the knowledge of these obstacles, staff worked on gathering more information in terms of timing to overcome the obstacles, alternate resources that might be available, and the magnitude of COVID related impacts to the rebuild effort in general, which are summarized below.

While no date has been formally set by PG&E, there seems a reasonable expectation that one or more payments could be made in calendar year 2021. The amount and timing of these payments is still unknown and until they occur, residents who are solely relying on the payout to rebuild have expressed their hesitancy in incurring debt through other Town housing programs (low interest rebuild loans) in the meantime. The housing department at the Town indicates that of 36 applicants for Town housing programs, roughly 50% are residing in RVs or other temporary housing.

Others surveyed indicate they need more time before making the decision to rebuild. There are multiple reasons for that relating to the hazard trees yet to be removed, the increasing cost of construction due to a materials shortage, the prep work necessary to prepare a lot for rebuild (grading, septic repairs, survey, replacement of underground utilities, removal of trees not eligible for hazard tree program, etc.), and those waiting to use the PG&E settlement funds to supplement their insurance proceeds.

The COVID delays may not be as readily understood but are creating a very real local shortage in building materials such as concrete and finished building products that are manufactured both inside and outside of the United States. As a worldwide pandemic, other countries such as China and Mexico have experienced a slowdown in building material production (garage door parts, locks, electrical components, HVAC and plumbing components), as did the States; because of coronavirus lockdowns and therefore the volume of imports were affected. Locally, the shortage in concrete has produced delays 4-6 weeks out with an increased cost. Temporary Certificates of Occupancy have had to be issued in some cases because final concrete pours for entry ways and stairs are so delayed. While the building industry was certainly impacted by COVID, so were the livelihoods of local residents. Many Californians are still without jobs to return to that were, and continue to be, impacted by coronavirus closures. Those Paradise residents currently unemployed are less likely to begin a costly rebuild, even with insurance proceeds, at a time when their employment situation is not secure.

### ***Future of the Urgency Ordinance***

Understanding the constraints (and opportunities) presented to residents who have yet to start the process of rebuilding allows staff to present the Town Council with the best-known information to make the most informed decisions regarding this topic.

With the sunset of the Interim Housing Urgency Ordinance nearing, the Butte County Board of Supervisors having extended their urgency ordinance another year, and the information being gathered through RV resident surveys, staff would like to present the following three scenarios for Council to consider regarding the future of the urgency ordinance:

**Scenario #1 – No changes**

This scenario calls out for the urgency ordinance to end as originally scheduled on 12/31/2020 and would begin the code enforcement and abatement process for those properties, with or without temporary use permits, who have failed to secure a residential rebuild permit. If the urgency ordinance ends as planned, it's likely a majority of the permitted RVs in town will not be in compliance with the requirements to remain on their property after January 1, 2021 and will require abatement.

**Scenario #2 – End ordinance with alternative thresholds of compliance**

This scenario calls for the urgency ordinance to end on 12/31/2020, but allows those with an existing temporary use permit, who have not yet secured a residential rebuild permit, to show intent to rebuild, in order to stay on the property in an RV, in alternate ways such as:

- Building permit applied for, but not issued;
- Signed contract with a builder;
- Signed contract for a manufactured home;
- Working with Town housing specialists, or state agency, on housing programs;
- Signed contract with a plans designer.

This scenario allows for additional time to move through the permitting or housing program process but does not address the financial or COVID-related barriers that impact a majority of those living in RVs.

**Scenario #3 – Extend ordinance 6 months with alternative thresholds for an additional, and final, 6 months (staff recommendation)**

This is the staff recommended scenario for adoption. This scenario would automatically extend the urgency ordinance 6 months, until 6/30/2021, with the ability to extend individual cases until 12/31/2021 if the resident shows they are meeting the intent to rebuild as listed in scenario #2, above. This option would also allow staff to work with eligible residents that are being identified through the Code Enforcement proactive street surveys and who are, and in most cases have been, living on their property in an RV without the required temporary use permit to get them temporarily permitted while they also work on the steps to permanent housing. This would defer the requirement to have a building permit issued, or alternative threshold, as a requirement for temporary use permit issuance until June 30, 2021. This hybrid approach for extending the

ordinance seeks to address the time and financing hurdles repeatedly referred to by residents in RVs.

While the initial intent of the ordinance may have been to provide a stopgap to those who were unable to secure stable housing immediately after the Camp Fire, there was always the long-term goal of moving residents back into permanent housing. Much of 2019 and 2020 has been a waiting game – waiting for PG&E funding, waiting for infrastructure repairs such as water and utilities, waiting for debris and hazard tree removal, and slowdowns related to poor air quality. 2021 offers hope in terms of a new wave of grant funding availability through the State as well the potential for a PG&E payment, more of the multi-family rebuilds will be completed and available next year (there are still almost 200 units in construction), hazard trees will be removed, and hopefully advances in the fight against COVID will result in the increased production and shipment of building supplies and well as seeing more local residents able to return to steady employment.

Staff has developed the attached proposed amended urgency ordinance that, if adopted by the Town Council, would repeal Urgency Ordinance No. 598 and replace it with a revised urgency ordinance relating to interim housing that extends the timeframes during which a temporary use permit could be secured without an associated rebuild permit and sets in place alternative performance thresholds that show intent towards rebuilding and allows for the issuance and/or extension of a temporary use permit during the final 6 months of 2021 . Recommended text amendments to the ordinance are shown in “shaded” (additions) and “~~strike-out~~” (deletions) font.

**FINANCIAL IMPACT:**

The cost for publication of the ordinance summary within the local newspaper will be borne by the Town of Paradise.

Attachment



TOWN OF PARADISE  
URGENCY ORDINANCE NO. \_\_\_\_\_

AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE  
TOWN OF PARADISE REPEALING URGENCY ORDINANCE NO. 598  
AND ADOPTING NEW URGENCY ORDINANCE RELATING TO INTERIM  
HOUSING, ACCESSORY BUILDING(S) AND UNOCCUPIED RECREATIONAL  
VEHICLE INSIDE THE CAMPFIRE AREA

The Town Council of the Town of Paradise does ordain as follows:

**Section 1.** Ordinance No. 598 is hereby repealed.

The Town Council of the Town of Paradise does ordain as follows:

**Section 2.** Emergency Findings.

This Urgency Ordinance is adopted pursuant to California Government Code Section 36934 and shall take effect immediately upon its approval by at least a four-fifths vote of the Town Council. The Council, based on determinations of the Butte County Local Health Officer, finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon facts set forth in Section 3 of this Ordinance.

**Section 3.**

A. Conditions of extreme peril to the safety of persons and property within the Town of Paradise were caused by the Camp Fire, commencing on the 8th day of November, 2018, at which time the Town Council was not in session.

B. California Government Code Section 8630 empowers the Town Director of Emergency Services (Director) to proclaim the existence of a local emergency when the Town is affected or

1 likely to be affected by a public calamity, subject to  
2 ratification by the Town Council at the earliest practicable  
3 time.

4 C. On November 8, 2018, the Director proclaimed the existence of  
5 a local emergency within the Town due to the Camp Fire.

6 D. On November 8, 2018, the Acting Governor of the State of  
7 California proclaimed a State of Emergency for Butte County  
8 pursuant to the California Emergency Services Act, commencing  
9 with Section 8550 of the Government Code, and on November 14,  
10 2018, the Governor issued Executive Order B-57-18 concerning  
11 the Camp Fire.

12 E. On November 9, 2018, the Camp Fire was still burning through  
13 the Town and despite firefighters' best efforts, the wildfire  
14 was not contained. Evacuation orders were in place and  
15 numerous severe public health and safety hazards were present  
16 in the Camp Fire area, including many blocked roads from  
17 fallen power lines, burned trees and vehicles, numerous  
18 burned vehicles were left throughout the Camp Fire area due  
19 to survivors fleeing their vehicles in efforts to survive the  
20 wildfire, no available utilities, no available public  
21 services and the presence of human remains and animal  
22 carcasses. At the time, the Town estimated that 2,000  
23 structures had burned in the Camp Fire.

24 F. On November 9, 2018, Dr. Andrew Miller, Butte County's Local  
25 Health Officer, issued a Declaration of Health Emergency  
26 pursuant to California Health and Safety Code section 101080.

1 Dr. Miller's declaration stated that the local health  
2 emergency was a consequence of the debris resulting from the  
3 Camp Fire that contains hazardous material in the ash of the  
4 burned qualifying structures. The purpose of the Declaration  
5 was to address the immediate threat to the public health and  
6 the imminent and proximate threat of the introduction of  
7 contagious, infectious or communicable disease, chemical  
8 agents, non-communicable biologic agents, toxins and/or  
9 radioactive agents present at the time in the Camp Fire area.  
10 The threats included (1) the enormous amount of fire debris  
11 present in the Camp Fire area, including ash and debris  
12 containing hazardous materials and probable radioactive  
13 materials present in ash and debris from qualifying  
14 structures, (2) the threat of infectious or communicable  
15 disease and/or non-communicable biologic agents due to animal  
16 carcasses, radioactive waste and perishable foods, (3) the  
17 potential contamination or destruction of the residential and  
18 commercial water supply in the Camp Fire area and (4) the  
19 potential pollution of the drinking water downstream from the  
20 Camp Fire area if weather conditions caused the spread of the  
21 hazardous materials in the ash and debris of burned qualifying  
22 structures.

23 G. On November 12, 2018, the President of the United States  
24 declared the existence of a major disaster in the State of  
25 California, thereby providing assistance from many federal  
26

1 agencies, including the Federal Emergency Management Agency  
2 (FEMA) .

3 H. On November 13, 2018, the Butte County Board of Supervisors  
4 ratified Dr. Miller's Declaration of Health Emergency.

5 I. On November 21, 2018, the status of the Camp Fire area was as  
6 follows: firefighters had contained the Camp Fire; the  
7 Sheriff had lifted evacuation orders; work crews had removed  
8 fallen power lines, burned vehicles and trees blocking the  
9 roads; utilities including electric power, gas and non-  
10 potable water had become available; no local businesses were  
11 open to serve the public; and no public services were  
12 available. Further, preliminary actions had been taken to  
13 mitigate the risk from animal carcasses, radioactive waste  
14 and perishable foods in the Camp Fire area, however, concerns  
15 regarding the threats remained. The public health hazards  
16 present in the Camp Fire area included (1) the public health  
17 hazards from the enormous amount of fire debris, (2) the  
18 public health hazard from the hazardous materials and  
19 probable radioactive materials present in the ash and debris  
20 from destroyed qualifying structures, (3) the threat of  
21 infectious or communicable disease and/or non-communicable  
22 biologic agent due to the presence of animal carcasses,  
23 perishable foods and radioactive waste and (4) the potential  
24 pollution of the drinking water downstream from the Camp Fire  
25 area if weather conditions caused the spread of the hazardous  
26 materials in the ash and debris of burned qualifying

1 structures. At the time, the Camp Fire had destroyed thousands  
2 of structures.

3 J. On November 21, 2018, Dr. Miller issued a Hazard Advisory  
4 strongly suggesting residents should not reside on property  
5 with qualifying structures damaged or destroyed by the Camp  
6 Fire until the property had been cleared of hazardous waste,  
7 ash and debris and certified clean by the County Department  
8 of Public Health, Environmental Health Division. The County  
9 Department of Public Health provided residents with re-entry  
10 packets which included personal protective equipment and  
11 information on the dangerous conditions and toxic materials  
12 present in the Camp Fire area. The re-entry packets were  
13 intended to improve the safety of the residents who chose to  
14 visit their properties to collect valuables and not intended  
15 to encourage long-term visitation or habitation. The purpose  
16 of the Hazard Advisory was to address the public health  
17 hazards present at the time in the Camp Fire area, including  
18 (1) the enormous amount of fire debris present in the Camp  
19 Fire area, (2) the hazardous materials and probable  
20 radioactive materials present in ash and debris from  
21 qualifying structures, (3) the lessened but still present  
22 threat of infectious or communicable disease and/or non-  
23 communicable biologic agents due to animal carcasses,  
24 radioactive waste and perishable foods, (4) the potential  
25 contamination or destruction of the residential and  
26 commercial water supply in the Camp Fire area and (5) the

1 potential pollution of the drinking water downstream from the  
2 Camp Fire area if weather conditions caused the spread of the  
3 hazardous materials in the ash and debris of burned qualifying  
4 structures.

5 K. The Camp Fire to date has consumed 153,336 acres and has led  
6 to the destruction of 13,696 residences, damage to 462  
7 residences, the destruction of 276 multiple family  
8 residences, the destruction of 528 commercial buildings,  
9 damage to 102 commercial buildings, the destruction of 4,293  
10 other minor structures, and resulted in the evacuation of  
11 over 50,000 people. As a result, the Camp Fire has created an  
12 enormous amount of debris.

13 L. There exists the potential for widespread toxic exposures and  
14 threats to public health and the environment in the aftermath  
15 of a major wildfire disaster, and debris and ash from  
16 residential and commercial structure fires contain hazardous  
17 materials and the harmful health effects of hazardous  
18 materials produced by a wildfire are well-documented.

19 M. The combustion of building materials such as siding, roofing  
20 tiles, and insulation results in dangerous ash that may  
21 contain asbestos, heavy metals and other hazardous materials.  
22 Household hazardous waste such as paint, gasoline, cleaning  
23 products, pesticides, compressed gas cylinders, and chemicals  
24 may have been stored in homes, garages, or sheds that may  
25 have burned in the fire, also producing hazardous materials.  
26

1 N. Exposure to hazardous materials may lead to acute and chronic  
2 health effects and may cause long-term public health and  
3 environmental impacts. Uncontrolled hazardous materials and  
4 debris pose significant threats to public health through  
5 inhalation of dust particles and contamination of drinking  
6 water supplies. Improper handling can expose residents and  
7 workers to toxic materials, and improper transport and  
8 disposal of fire debris can spread hazardous substances  
9 throughout the community.

10 O. Standards and removal procedures are needed immediately to  
11 protect the public health and environment, and to facilitate  
12 coordinated and effective mitigation of the risks to the  
13 public health and environment from the health hazards  
14 generated by the Camp Fire disaster.

15 P. The Camp Fire has created hazardous waste conditions in the  
16 Town of Paradise in the form of contaminated debris from  
17 household hazardous waste/materials and structural debris  
18 resulting from the destruction of thousands of structures.  
19 This hazardous waste debris poses a substantial present or  
20 potential hazard to human health and the environment until  
21 the property is certified clean. The accumulated exposure to  
22 hazardous waste debris over an extended period of time poses  
23 a severe hazard to human health.

24 Q. The Town of Paradise previously approved Ordinance No. 572,  
25 Ordinance No. 573, ~~and~~ Ordinance No. 575, and Ordinance No.  
26 598 as urgency measures relating to the Camp Fire disaster

1 recovery on December 12, 2018, The actions addressed the need  
2 for the regulation of debris removal to alleviate the public  
3 health, safety and welfare concerns associated with the ash  
4 and debris of qualifying structures and temporary emergency  
5 housing options.

6 R. As of February 4, 2019, the status of the Camp Fire disaster  
7 recovery **was** as follows: (1) Phase I cleanup by the U.S.  
8 Environmental Protection Agency and the California Department  
9 of Toxic Substances Control is complete, which has reduced  
10 the public health concerns relating to the most hazardous  
11 materials present in the Camp Fire area, (2) Phase II of the  
12 cleanup pursuant to the Government (CalOES) Program and the  
13 Alternative Program has commenced, (3) utilities are  
14 available (except for potable water), (4) numerous businesses  
15 have opened to serve the public, (5) public services are  
16 available, including a FEMA and CalOES jointly-operated  
17 Disaster Recovery Center in Paradise, California. Current  
18 threats include (1) the enormous amount of fire debris present  
19 in the Camp Fire area, (2) hazardous materials and probable  
20 radioactive materials present in ash and debris from  
21 qualifying structures, (2) the potential pollution of the  
22 drinking water downstream from the Camp Fire area if weather  
23 conditions caused the spread of the hazardous materials in  
24 the ash and debris of burned qualifying structures. The  
25 purpose of this Ordinance is to allow residents to live on  
26 properties in the Camp Fire area that do not contain fire ash



1 and debris from a qualifying structure destroyed or damaged  
2 by the Camp Fire.

3 S. The Debris Removal Operations Plan for the Camp Fire prepared  
4 by the CalOES/CalRecycle Incident Management Team provides  
5 that the DTSC has issued reports regarding the assessment of  
6 burn debris from wildfires in the past. The studies of burned  
7 residential homes and structures from large scale wildland  
8 fires indicated that the resulting ash and debris can contain  
9 asbestos and toxic concentrated amounts of heavy metals such  
10 as antimony, arsenic, cadmium, copper, lead, and zinc  
11 (qualifying structures). Additionally, the ash and debris may  
12 contain higher concentrations of lead if the home was built  
13 prior 1978 when lead was banned from household paint in the  
14 United States. The reports indicated that the residual ash of  
15 burned residential homes and structures has high  
16 concentrations of heavy metals that can be toxic and can have  
17 significant impact to individual properties, local  
18 communities, and watersheds if the ash and debris is not  
19 removed safely and promptly. The plan also indicates that the  
20 purpose of the structural debris removal program is to remove  
21 debris that poses a risk to health and/or the environment.  
22 Debris from structures smaller than 120 square feet are not  
23 included in the program.

24 T. The Butte County Local Health Officer Dr. Miller has indicated  
25 that the Phase II cleanup of the properties containing ash  
26 and debris from a qualifying structure mitigates the public

1 health hazards of the Camp Fire. Further, failing to clean  
2 properties containing ash and debris from a qualifying  
3 structure can have severely negative long term consequences  
4 to the public health and environment. Therefore, the focus  
5 must be on accomplishment of the Phase II cleanup to address  
6 the public health hazards. The standard for determining when  
7 a property is clean from ash and debris from a qualifying  
8 structure is when the Phase II cleanup work is complete and  
9 the property is certified clean by the County Department of  
10 Public Health, Environmental Health Division. Ash and debris  
11 of qualifying structures is the focus of the Phase II cleanup  
12 work. The significance of the public health risks is higher  
13 on properties with ash and debris from a qualifying structure.  
14 Given the progress the Camp Fire disaster recovery has made  
15 with respect to the hazards identified in the findings above,  
16 the remaining significant public health hazard is the ash and  
17 debris from qualifying structures. Based on the foregoing  
18 properties that contain ash and debris from qualifying  
19 structures constitute a significant public health risk.  
20 Therefore, those properties should be ineligible for  
21 temporary emergency housing until Phase II cleanup work is  
22 completed on the property and is certified clean by the  
23 Department of Public Health, Environmental Health Division.  
24 Properties that do not contain ash and debris from a  
25 qualifying structure do not pose a significant public health  
26 risk and should be eligible for temporary emergency housing.

1 U. Due to the magnitude of the destruction, there is a need to  
2 provide for sufficient housing options both inside and  
3 outside of the Camp Fire affected area. Thus, on February 4,  
4 2019, the Town of Paradise adopted Ordinance No. 575 that  
5 repealed Ordinance No. 573 and established an ordinance that  
6 temporarily relaxes some building and zoning regulations to  
7 allow for additional interim housing both inside and outside  
8 of the Camp Fire affected area for displaced persons.

9 V. There exists an immediate need to provide accessory buildings  
10 to accommodate storage of personal property of persons  
11 displaced by the Camp Fire who own Eligible Property that has  
12 been certified clean pursuant to Phase II requirements by the  
13 County Department of Public Health, Environmental Health  
14 Division. This Ordinance temporarily relaxes some Town zoning  
15 regulations to allow for establishment of an accessory  
16 building on property both inside and outside of the Camp Fire  
17 affected area for the displaced persons for the storage of  
18 essential equipment necessary to the recovery from the  
19 damages caused by the Camp Fire. Due to the magnitude of the  
20 destruction and its related and significant impacts on  
21 properties, there is a need to provide displaced property  
22 owners with the option of constructing accessory buildings  
23 both inside and outside of the Camp Fire affected area without  
24 first obtaining building permits for primary residences on  
25 their properties.  
26

W. It is essential that this Ordinance become immediately effective (1) to mitigate the harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, and to facilitate the orderly response to the Camp Fire disaster; and (2) to allow the fastest possible transition of homeless and displaced residents to interim and long-term shelter; and (3) to allow displaced persons who own Eligible Property certified clean pursuant to Phase II requirements an option to establish an accessory building on their property to better facilitate and further expedite their property maintenance and storage of essential equipment required to allow for the property rebuild process.

**Section 4. Purpose.**

13,696 homes were destroyed by the Camp Fire in the Town of Paradise and surrounding unincorporated areas. This disaster has created a need for housing on a scale that cannot be accommodated through the existing available housing in the Town. To meet the immediate need for housing, the Town relaxed some building and zoning regulations in a prior Ordinance to allow for additional temporary housing. However, this additional temporary housing may not be sufficient to meet the large and immediate need. This Ordinance relaxes some building and zoning regulations to allow for additional temporary housing inside the Camp Fire affected area. Persons moving back to the area do so at their own risk and

1 should make themselves aware of the health hazards of doing so.  
2 The Ordinance allows persons to place temporary housing as well as  
3 temporary recreational vehicle storage on an Eligible Property.  
4 This Ordinance also provides an option for affected property owners  
5 to establish an accessory building on their Eligible Property  
6 without first obtaining a building permit for a primary residence.  
7 The purpose of this Ordinance is to develop reasonable standards  
8 that allow persons to move back into the Camp Fire affected area  
9 while a massive debris removal program is implemented and, at the  
10 same time, provide interim shelter as well as an option of an  
11 accessory building for property maintenance equipment and rebuild  
12 materials storage for Town residents on private property during  
13 this housing crisis.

#### 14 **Section 5. Definitions.**

15 Except where the context clearly indicates otherwise, the  
16 following definitions shall govern the construction of the words  
17 and phrases used in this Ordinance:

18 **Accessory Building.** Any structure having a permanent foundation  
19 and a roof supported by columns or walls designed, intended and/or  
20 used for the protection and storage of personal property associated  
21 with a permitted or conditionally permitted Principal Use on the  
22 same site.

23 **Camp Fire.** A 153,336-acre wildfire that started near the community  
24 of Pulga on November 8, 2018, destroying over 18,000 structures,  
25 which forced the evacuation of the Town of Paradise, Berry Creek,  
26 Butte Creek Canyon, Butte Valley, Centerville, Cherokee, Concow,

1 Durham, Forest Ranch, Magalia, Pulga, Stirling City, and Yankee  
2 Hill, and other areas near the Cities of Chico and Oroville, and  
3 proclaimed by the Town Council under Resolution 18-42, as a local  
4 emergency, and also proclaimed by then Acting Governor Gavin Newsom  
5 as a state of emergency. CAL FIRE maintains a map showing the final  
6 boundaries of the Camp Fire and the Camp Fire affected area, as of  
7 November 25, 2018 at 100 percent containment.

8 **Cargo Storage Container.** A single metal box made of steel or other  
9 similar material, which is designed for securing and protecting  
10 items for temporary storage, not exceeding three hundred twenty  
11 (320) square feet in size, without utilities, and not used for  
12 human habitation.

13 **Director.** The Town of Paradise Director of Emergency Services or  
14 his or her authorized representative.

15 **Displaced Person(s).** A Town resident or residents whose  
16 residential dwelling has been destroyed or damaged by the Camp  
17 Fire, such that the resident(s) cannot occupy the dwelling.  
18 Displaced person(s) may be required to provide verification to the  
19 Town to substantiate their eligibility for uses, permits and/or  
20 approvals described in this Ordinance. Evidence may consist of  
21 verification by Federal Emergency Management Agency (FEMA)  
22 registration or damage assessment, and/or a driver's license or  
23 other government-issued identification card or utility bill, etc.  
24 with a physical address showing the resident resided on a property  
25 impacted by the Camp Fire, as determined by the Town. Such  
26 determination may be made by the Director or other town personnel.

**Effective Date.** The date of the Town Council adoption of this Ordinance.

**Eligible Property.** A property that does not contain fire debris or hazardous materials from a qualifying structure that was damaged or destroyed by the Camp Fire. Eligible Property shall include (1) parcels with no resulting damage or fire debris from the Camp Fire (2) parcels with fire debris from a structure that was not a qualifying structure that was damaged or destroyed by the Camp Fire and (3) parcels with fire debris or hazardous materials from a qualifying structure that was damaged or destroyed by the Camp Fire, only upon the issuance of a certificate that the parcel has been cleaned pursuant to Phase II requirements by the County Department of Public Health, Environmental Health Division. Temporary housing and/or establishment of an accessory building pursuant to this Ordinance shall be permitted as reflected in the table below:

	<b>Property not damaged by Camp Fire</b>	<b>Property with a non-qualifying structure damaged or destroyed by Camp Fire</b>	<b>Property with a qualifying structure damaged or destroyed by Camp Fire</b>
Prior to completion of Phase II cleanup	Temporary housing allowed	Temporary housing allowed	Temporary housing prohibited

Following completion of Phase II cleanup (property certified clean by the Department of Public Health, Environmental Health Division)	Temporary housing allowed Accessory Building Allowed	Temporary housing allowed Accessory Building Allowed Temporary recreational vehicle storage allowed	Temporary housing allowed Accessory Building Allowed Temporary recreational vehicle storage allowed
---	--	--	---

**FEMA.** The Federal Emergency Management Agency or successor agency.

**Fire Debris and Hazardous Materials.** Debris, ash, metals, and completely or partially incinerated substances from structures that are located on properties that qualify under the CalOES Debris Removal Program or the Butte County's Alternative Debris Removal Program.

**Movable Tiny House.** For the purposes of this Ordinance, a movable tiny house is a structure utilized as living quarters by one household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, has a total floor area of not less than 150 square feet, and has no more than 430 square feet of habitable living space.



1 **Phase I.** The hazardous waste cleanup as defined and discussed in  
2 Section 3, Debris Removal, above.

3 **Phase II.** The hazardous waste, fire debris and ash cleanup as  
4 defined in Section 3, Debris Removal, above.

5 **Qualifying Structure.** A qualifying structure as defined and  
6 discussed in Section 3, Debris Removal, above.

7 **Recreational Vehicle.** A motor home, travel trailer, truck camper  
8 or camping trailer that is: (1) self-contained with potable water  
9 and sewage tanks and designed for human habitation for recreational  
10 or emergency occupancy; (2) self-propelled, truck-mounted, or  
11 permanently towable on California roadways; and (3) a California  
12 Department of Motor Vehicles licensed vehicle, or a similar vehicle  
13 or structure as determined by the Director.

14 **Recreational Vehicle Park.** A commercial use providing space for  
15 the accommodation of more than two recreational vehicles for  
16 recreational or emergency housing, or for transient employee  
17 lodging purposes.

18 **Temporary Dwelling.** A temporary dwelling includes a recreational  
19 vehicle and a movable tiny house.

20 **Temporary Recreational Vehicle Storage.** The temporary storage of  
21 an unoccupied recreational vehicle.

22 **Section 6. Initial use of temporary dwellings.**

23 Residential use and occupancy by displaced persons of up to two  
24 (2) temporary dwellings on any Eligible Property that permits a  
25 residential use or any parcel where a prior existing residence was  
26 lost due to the Camp Fire shall be allowed for an initial term of

1 180 days from the date of this Ordinance was enacted subject to  
2 the applicable requirements set forth under Section 8, Standards.

3 **Section 7. Temporary dwellings with utility hook-ups.**

4 Residential use and occupancy by ~~the~~ displaced persons of one (1)  
5 temporary dwelling, including any temporary dwellings allowed  
6 under Sections ~~a~~ 6 and 8, ~~utilizing hook-ups for water, sewage~~  
7 ~~disposal, and/or electricity~~ on an Eligible Property shall be  
8 allowed ~~through~~ until June 30, 2021, subject to a temporary use  
9 permit, and subject to the applicable requirements set forth in  
10 Section 8, ~~Standards~~. On and after ~~July 15, 2020~~ July 1, 2021, the  
11 continued occupancy of a temporary dwelling, as authorized ~~through~~  
12 ~~with~~ a temporary use permit, or a new residential use and occupancy  
13 by the property owner of a temporary dwelling utilizing hook-ups  
14 for water, sewage disposal, and/or electricity on an Eligible  
15 Property shall be allowed only ~~during the effective period of this~~  
16 ~~Ordinance~~ ~~through~~ until December 31, 2021 with a temporary use  
17 permit directly associated with one of the following: 1) the  
18 issuance of a building permit for construction of the permanent  
19 dwelling on the Eligible Property ~~affected property~~, 2) the  
20 application of a building permit for construction of the permanent  
21 dwelling on the Eligible Property ~~affected property~~, 3) evidence  
22 of a fully signed contract with a licensed building contractor for  
23 the construction of a permanent dwelling on Eligible Property, 4)  
24 evidence of a signed contract with a manufactured home dealer, 5)  
25 confirmation that ~~the applicant~~ a property owner —is actively  
26 working with Town housing specialists, or a State agency, on

housing programs, or 6) evidence of a signed contract with a plans designer for construction of a permanent dwelling on Eligible Property and subject to the applicable requirements set forth in Section 8, Standards ~~sub-sections D-J~~. The temporary use permit shall be in effect only for the effective period of this Ordinance unless a building permit for the construction of a the permanent dwelling has been issued. If a building permit has been issued, ~~the, then~~ the temporary use permit shall be in effect for the same length of time as the building permit for the permanent dwelling. ~~Temporary use permits issued before July 15, 2020 shall remain in effect until December 31, 2020.~~

**Section 7(a). Temporary recreational vehicle storage.**

The temporary storage of up to two (2) unoccupied recreational vehicles on an Eligible Property shall be allowed during the effective period of this Ordinance subject to the issuance of a temporary use permit and the applicable requirements set forth in Section 8, Standards. No fee shall be charged for this temporary use permit.

**Section 8. Standards.**

All residential use of temporary dwellings and storage use of cargo storage containers and/or recreational vehicle storage shall meet the following standards.

- A. At all times, only a property owner, who owned the property at the time of the Camp Fire, or his or her authorized agent shall obtain all Town permits for all temporary dwellings that are hooked-up to utilities.

1 Written consent of the property owner is required in all  
2 cases.

3 B. At all times, residential use of temporary dwellings is  
4 limited to recreational vehicles and movable tiny houses  
5 not on a permanent foundation and used to house persons  
6 displaced by the Camp Fire during the effective period  
7 of this Ordinance.

8 C. Use of temporary dwellings is contingent on proof of a  
9 damaged or destroyed residence as verified by the  
10 Director based on prior final building permit or  
11 Assessor's records, or other documentation satisfactory  
12 to the Director.

13 D. At all times, temporary dwellings and cargo storage  
14 containers or stored recreational vehicles shall be  
15 located outside the boundaries of any recorded  
16 easements, roads, driveways, designated flood hazard  
17 locations, or areas prone to landslide or debris flow.

18 E. At all times, use of a cargo storage container shall be  
19 only for storage of personal and household belongings  
20 for each temporary dwelling.

21 F. For water hook-ups, the temporary dwelling shall be  
22 connected to an approved source of water meeting one of  
23 the following criteria:

24 1. Public water supply;

25 2. Existing well provided that it has been approved by  
26 the Department of Public Health, Environmental

Health Division as safe for domestic consumption;  
or

3. Other water source approved by the Town.

G. For sewage disposal hook-ups, the temporary dwelling shall be connected to an approved sewage disposal system meeting one of the following criteria:

1. Public sewer system;

2. A new or existing on-site sewage disposal system that has been approved by the Town to be intact, adequately sized, and functioning correctly;

H. For electricity hook-ups, the temporary dwelling shall be connected to an approved source of electricity satisfying the following:

1. A permitted power pole and inspected electrical service hook-up.

I. At all times the temporary dwelling shall be served by solid waste collection services by the Town franchisee.

J. At all times the temporary dwelling shall be in compliance with all Paradise Municipal Code requirements and laws relating to maintenance of real property.

**Section 9. Use of accessory residential structures for temporary habitation.**

For the effective period of this Ordinance, accessory residential structures on an Eligible Property, which also meets Residential Group R occupancies as established by the California Residential Code adopted by the Town, may be used as interim housing for

persons displaced by the Camp Fire. During this period, said use shall not be subject to the provisions of existing deed restrictions required by Butte County, but shall remain subject to all other existing regulations and limitations.

**Section 10. Use of Accommodations, Farmstays, Bed and Breakfast Inns, Resorts, Retreats, Camps or other similar uses.**

Notwithstanding any contrary provision in the Paradise Municipal Code or any use permit conditions, use of existing promotional or marketing accommodations, farmstays, bed and breakfast inns, resorts, retreats, camps or other similar visitor serving uses shall be allowed on an Eligible Property as interim housing for persons displaced by the Camp Fire.

**Section 11. Waiver of Town Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities.**

Notwithstanding any contrary provision in the Paradise Municipal Code, any existing small or large child day care facility or child care center, elementary school, junior high school, high school or institution of higher education that was housed in premises made uninhabitable by the Camp Fire may be temporarily relocated to existing buildings on an Eligible Property in the Eligible Property, subject to a temporary use permit and any existing applicable standards, and subject to a building permit if any renovations are required. Nothing in this Ordinance waives or affects any State law requirements applicable to such facilities.

**Section 12. Accessory Building Standards.**

1 Notwithstanding any other provision of Paradise Municipal Code  
2 Title 17, while this Ordinance is in effect, an accessory building  
3 may be established as a permitted land use prior to the issuance  
4 of a building permit for construction of a residence upon an  
5 Eligible Property located within all Agricultural Residential,  
6 Rural Residential, Town Residential, and Multi-Family zoning  
7 districts and shall meet the following standards:

8       A. The accessory building shall not exceed a building  
9       coverage area of 10% of the lot size of the affected  
10      property located in any of the Agricultural-Residential,  
11      Rural Residential, one-acre minimum [RR-1] and Rural  
12      Residential two-third acre minimum [RR-2/3] zoning  
13      districts.

14      B. The accessory building shall not exceed a building  
15      coverage area of 5% of the lot size of the affected  
16      property located in any of the Town Residential, Rural  
17      Residential, one-half acre minimum [RR-1/2], and  
18      Multiple-Family Residential [MF] zoning districts.

19      C. At all times, the accessory building shall be located  
20      outside the boundaries of any recorded easements, roads,  
21      driveways, designated flood hazard locations, areas prone  
22      to landslide or debris flow, and required front, rear and  
23      side yard setback areas.

24      D. The accessory building shall be designed and constructed  
25      to comply with Wildland Urban Interface [WUI] standards.

1 E. Whenever the accessory building is to exceed a floor area  
2 of 120 square feet and/or to be connected to utilities  
3 the property owner or the property owner's authorized  
4 agent shall obtain all Town permits for subject accessory  
5 building(s). Written consent of the property owner is  
6 required in all cases.

7 F. Town permit applications for establishment of an  
8 accessory building shall include submittal of a subject  
9 property plot plan: 1) drawn to a common scale; 2)  
10 designed in compliance with the Town's "minimum plan  
11 standards" for residential rebuild; and 3) including  
12 either a concurrent or future residential dwelling.

13 G. Before the expiration of this Ordinance, all owners of  
14 accessory buildings constructed under this Ordinance  
15 shall have applied for building permits to construct a  
16 primary residence on the owners' property.

17 **Section 13. Infraction and Public Nuisance.**

18 It shall be an infraction and a public nuisance to violate this  
19 Ordinance.

20 **Section 14. Public Nuisance Abatement Procedure.**

21 The Town may, in addition to other authorized procedures set  
22 forth in this Ordinance, take action to abate such public  
23 nuisance in accordance with the following procedures when any  
24 person violates this Ordinance:  
25  
26



1 A. The Director, or his or her designee, shall notify, in  
2 writing, the property owner of the public nuisance on his or her  
3 property.

4 B. The notice shall be effective if it is posted at the  
5 property and mailed by certified or registered mail to the owner  
6 of record of the property on the last published assessment tax  
7 roll of the Butte County Assessor's office. The notice shall  
8 specify what constitutes the public nuisance together with an  
9 order to abate the public nuisance within a specific time  
10 period, advise the property owner of the right to an appeal  
11 hearing where the property owner may present evidence in  
12 defense, and advise the property owner that the Town may assess  
13 the property for the cost of abatement.

14 C. The appeal hearing shall be requested in writing by the  
15 property owner to the Town Clerk within ten (10) calendar days  
16 after the date on which the notice is mailed. If the property  
17 owner fails to request an appeal hearing within such ten (10)  
18 calendar days, the abatement notice shall be final.

19 D. After receiving a timely appeal, the Town shall set a  
20 noticed hearing on the appeal by an impartial hearing officer.  
21 The decision of the hearing officer shall be made in writing  
22 within fourteen (14) calendar days after the hearing. The  
23 decision of the hearing officer shall be final. If the public  
24 nuisance is determined to exist, the hearing officer shall  
25 specify in his or her decision the time period for the property  
26 owner to abate the public nuisance.

1 E. In any event, if the public nuisance is not abated within  
2 the time specified in either the initial notice and order or the  
3 hearing officer's decision, the Town may abate the public  
4 nuisance in accordance with this Ordinance.

5 F. The Town's costs to abate the public nuisance shall be  
6 subject to the procedures set forth in Paradise Municipal Code  
7 sections 8.04.100, 8.04.110, 8.04.120 and 8.04.130.

8 **Section 15. CEQA Exemption.**

9 Adoption of this Ordinance is exempt from the provisions of the  
10 California Environmental Quality Act (CEQA) pursuant to California  
11 Public Resources Code Section 21080(b)(3) regarding projects to  
12 maintain, repair, restore, or replace property or facilities  
13 damaged or destroyed as a result of a declared disaster and Section  
14 21080(b)(4) regarding actions to mitigate or prevent an emergency,  
15 and CEQA Guidelines Section 15269(a) regarding maintaining,  
16 repairing, restoring, demolishing, or replacing property or  
17 facilities damaged or destroyed as a result of a disaster stricken  
18 area in which a state of emergency has been proclaimed by the  
19 Governor pursuant to the California Emergency Services Act,  
20 commencing with Section 8550 of the California Government Code.

21 **Section 16. Severability.**

22 If any section, subsection, sentence, clause, or phrase of this  
23 Ordinance is for any reason held to be unconstitutional or invalid,  
24 such decision shall not affect the validity of the remaining  
25 portion of this Ordinance. The Town Council hereby declares that  
26 it would have passed this Ordinance and every section, subsection,

1 sentence, clause or phrase thereof irrespective of the fact that  
2 any one or more sections, subsections, sentences, clauses or  
3 phrases be declared unconstitutional or invalid.

4 **Section 17. Effective Date and Publication.**

5 This Ordinance shall be and the same is hereby declared to be in  
6 full force and effect immediately upon its passage by a four-  
7 fifths (4/5) or greater vote. The Town Clerk of the Town of  
8 Paradise is authorized and directed to publish a summary of this  
9 Ordinance before the expiration of fifteen (15) days after its  
10 passage. This Ordinance shall be published once, with the names  
11 of the members of the Town Council Members voting for and against  
12 it, in the Paradise Post, a newspaper of general circulation  
13 published in the Town of Paradise, State of California. A complete  
14 copy of this Ordinance is on file with the Town Clerk of the Town  
15 Council and is available for public inspection and copying during  
16 regular business hours in the office of the Town Clerk.

17 **Section 18.** This Ordinance shall expire on December 31, 2020~~1~~.

18 //

19 //

20 //

21 //

22 //

23 //

24 //

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise,  
County of Butte, State of California, on this ~~14<sup>th</sup>~~ 13<sup>th</sup> day of ~~July~~  
October, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Greg Bolin, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dina Volenski, CMC,  
Town Clerk

\_\_\_\_\_  
Mark A. Habib ~~Dwight L. Moore,~~  
Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda Item: 6(b)**

**ORIGINATED BY:** Brooke Kerrigan, Administrative Services  
Director / Town Treasurer  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Investment Advisory Services

**LONG TERM RECOVERY PLAN:** Tier 1: Sustainable Fiscal Model

**COUNCIL ACTION REQUESTED:**

1. Authorize the Town Manager to execute a contract with Meeder Investment Management for investment advisory services and an agreement with US Bank to hold the PG&E settlement funds in a Custodial Account. (ROLL CALL VOTE)

**Background:**

During the July 14th, 2020 Town Council Meeting, Council adopted a resolution approving the Request for Proposals (RFP) for investment advisory services. These services would provide the Town with a long-term investment strategy for the Pacific Gas and Electric (PG&E) settlement funds, as well as provide financial sustainability, a Tier 1 priority as designated in the Long-Term Recovery Plan.

As cited in the resolution, the Town Council is dedicated to “the Town’s sustainability in order to develop a vibrant and robust community for its current residents and businesses”, and understands that “only through proper management and prudent investment toward sustaining critical public services will the Town’s fiscal solvency be restored.” It was resolved that the Town of Paradise Town Council would set forth its intention to maintain Town services with the use of PG&E settlement funds, while recognizing the current long-standing liabilities and their future payment to be part of the overall investment plan for the funds.

Return on investment (RIO) in municipal finance is interwoven through the priorities of liquidity, safety, and yield. These priorities are an integral part of California’s government code section 53601. Section 53601 lists the powers and duties common to cities, counties, and other agencies in the investment of surplus funds. Proper management of the PG&E settlement funds requires the investment of the surplus principle over a timespan of eighteen years. Such a plan would necessitate a long-term strategy, and continuity of concept that would be found by employing an advisory firm.

In the employment of an investment advisory firm, the Town would be required to procure a custodial account. This account would hold the funds for the Town while allowing the firm to access and invest these funds per the terms of the contract. As such, Council is being asked to approve both the contract with Meeder Investment Management and an agreement with US Bank

who would retain the funds in the custodial account. All agreements and contracts will be reviewed by the Town Attorney.

**Analysis:**

There was a total of thirteen proposals received through the RFP process. All proposals were reviewed and analyzed by three staff members assigned to identify specific criteria sought in the RFP. Based on the review and interview process, staff recommendation is to award the investment advisory contract to Meeder Investment Management, and US Bank for the custodial account based on two principal requirements: experience and cost efficiency.

**Financial Impact:**

The financial impact associated with this contract would be \$5,500 per month to Meeder Investment Management and 0.0001 of the amounts held to US Bank as the custodial account fee.



**Town of Paradise  
Council Agenda Summary  
Date: October 13, 2020**

**Agenda Item: 6(c)**

**Originated by:** Dina Volenski, Town Clerk  
**Reviewed by:** Kevin Phillips, Town Manager  
**Subject:** Town Council Appointment to fill one vacancy on the Paradise Planning Commission

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**Council Action Requested:** Council Members Jones and Schuster, the Planning Commission Interview Panel, recommend the following:

1. Consider concurring with the recommendation of the interview panel, Council Members Jones and Schuster, and appoint applicant Carissa Garrard to fill the current vacancy created by the sudden passing of Vice Chair Anita Towslee, effective immediately, expiring June 30, 2023; or,
2. Consider an alternative direction

**Background:** On September 10, 2020, Town staff became aware that Planning Commissioner, Anita Towslee had unexpectedly passed away. With the passing of Commissioner Towslee, that leaves a vacancy on the Commission with a term ending June 30, 2023. Since interviews were just held at the beginning of June, staff asked the interview panel if they would consider one of the candidates that was not previously appointed to the Planning Commission.

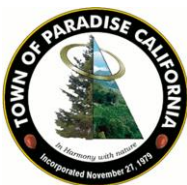
There was concern with waiting to go through the entire recruitment process because one of the Commissioners works for CalFire and is not always available to attend meetings. This would leave only three commissioners, making it difficult to obtain a quorum. Additionally, if there is a controversial item, it is beneficial to have a fully appointed committee.

The three remaining applications were forwarded to the panel to review and upon review the panel determined that Carissa Garrard was the applicant recommended to be appointed to the Commission.

Ms. Garrard was contacted to see if she was still willing to be appointed to the Planning Commission. Ms. Garrard was willing and excited to be appointed to the Planning Commission upon approval of the Town Council.

**Conclusion:** The interview committee unanimously recommends appointing Carissa Garrard effective immediately.

**FISCAL IMPACT:** None



**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 13, 2020**

**Agenda Item: 6(d)**

**ORIGINATED BY:** Katie Simmons, Disaster Recovery Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Early Warning System Design & Scoping Contract  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1, Emergency Notification System

**COUNCIL ACTION REQUESTED:**

1. Consider ratifying the contract award to Genasys for advance planning of an Early Warning System; and,
2. Hearing an update on Early Warning System Study progress and next steps

**Background:**

After the Camp Fire in November of 2018, the Town and community embarked upon a recovery planning process, funded in part by the Butte Strong Fund, that resulted in the Long-Term Community Recovery Plan (LTRP). A tier 1 priority within the Town-led projects in the LTRP is an Emergency Notification System, identified as critical to fire safety, physical resilience and recovery. The project asks for a multi-layered/redundant Emergency Notification System that could include the implementation of a mass notification system (siren).

The mass notification system project, henceforth referred to as an Early Warning System, was submitted by the Town to Hazard Mitigation for design and scoping. The Federal Emergency Management Agency (FEMA) approved and issued Hazard Mitigation Grant Program (HMGP) funds for the Town of Paradise, HMGP #4407-175-046R, Early Warning System – Advance Assistance.

Total eligible costs for the project are \$39,713. FEMA obligated \$29,784 for up to 75% federal share; the non-Federal share match is \$9,929.

The work schedule in the Town's application states the activity completion time frame is 4 months and an accelerated procurement process has been established to meet this deadline. FEMA has annotated December 7, 2020 as the project completion date. The design and scoping done in advance of December 7<sup>th</sup> will be submitted for additional HMGP funds for construction and implementation.

**Analysis:**

As a condition of the grant award, the Town of Paradise issued an RFP on August 19, 2020, for the development of design and scoping of an Early Warning System. Activities specified in the



RFP included project design and scoping requirements including specifications, type, and locations, for the system. Submittals were due on September 3, 2020.

Five companies responded to the Town's RFP:

1. American Signal Corporation
2. ATI Systems
3. Genasys
4. Mission Critical
5. Illumination Technologies

Bids were reviewed by the Town Manager, Public Works Director / Town Engineer, Police Chief, Disaster Recovery Director, Assistant to the Town Manager, and the Grant Administrator. Genasys and Mission Critical advanced to finalist interviews conducted over video conferencing services. Following the finalist interviews, an NTP was issued to Genasys and a contract was counter-signed by Genasys and the Town. Staff recommends the Town Council ratify the Town's Early Warning System contract with Genasys for a Design & Scoping Study.

As a first step in the Design & Scoping Study, a survey was issued to the community on September 29, 2020, requesting feedback and expectations on the project. The survey will close at 5pm on October 9, 2020. Survey results were not available at the time of this report but will be provided to the Town Council verbally on October 13<sup>th</sup> for discussion on project priorities.

**Financial Impact:**

The Genasys contract will be funded 75% by FEMA Hazard Mitigation Grant Program. The Town's local match is targeting future CDBG-DR funds anticipated in early 2021. In the event CDBG-DR funds are not awarded towards the Town's matching requirement, staff will provide alternate recommendation for local funding at that time.

## Early Warning System- Town of Paradise

This Contract, dated as of the last date executed by the Town of Paradise is between the Town of Paradise, a municipal corporation of the State of California, hereinafter referred to as "TOWN", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE						
<b>Term of This Contract</b>						
<b>Term Begins</b>			<b>Term Completion Date</b>			
On Following Date	09/21/2020		On Following Date	12/31/2020		
Town Department	Disaster Recovery					
<b>Basis of Price (Do Not v More Than One of the Following Four Blocks)</b>						
Price	\$7,450.00	x	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price	\$7,450.00		v if Reasonable Expenses are authorized in addition to Hourly Rate			
<b>CONTRACTOR Contact Information</b>				<b>TOWN Contact Information</b>		
CONTRACTOR	Genasys, Inc.			Project Manager	Natasha Beehner	
Address	16262 West Bernardo Dr.			Address	5555 Skyway	
City, State & ZIP	San Diego, CA			City, State & ZIP	Paradise, CA 95969	
Telephone	858-472-6155			Telephone	530-872-6291 x161	
Email	croller@genasys.com			Email	nbeehner@townofparadise.com	

**WHEREAS**, TOWN, through the TOWN Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

**WHEREAS**, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit "A")

Attachment II – Insurance Requirements for Professional Services Contract

Attachment III – Scope of Work

Attachment IV – Professional Credentials

By signature below, the Town Manager or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Kevin Phillips      [Signature]      9/23/2020  
Typed or Printed Name      Signature      Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

TOWN      CONTRACTOR:  
By [Signature] 9/23/2020      Richard D. [Signature] 08/22/2020  
Date      Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE  
REVIEWED AS TO FORM:

By [Signature]      By: \_\_\_\_\_  
Dwight L. Moore  
Town Attorney

**ATTACHMENT I  
TERMS AND CONDITIONS**

1. **Scope of Work.** The CONTRACTOR shall perform the work identified in the attached "**Attachment III-Scope of Work**" which is made a part of this Contract.
2. **Reimbursement.** The CONTRACTOR'S work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **Town Project Manager.** The TOWN Project Manager or designee for this Contract who will receive payment invoices and answer questions related to the coordination of this Contract is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of TOWN nor is the CONTRACTOR a partner or in any way directly affiliated with the TOWN. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The TOWN retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the TOWN by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the TOWN without the TOWN'S prior written consent which may be withheld at the TOWN'S discretion. The parties agree that the TOWN will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
  - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the

performance of duties or as a consequence of performing said duties, shall be the confidential property of the TOWN and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, and its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

- b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
  - c. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA"), such information may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment, which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination.** This Contract may be terminated by either the TOWN or CONTRACTOR by a thirty (30)- day written notice. Authorized costs incurred by the CONTRACTOR will be paid up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the TOWN, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the TOWN, but excluding liability due to the active negligence or willful misconduct of the TOWN. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR



or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to TOWN for any loss of or damage to TOWN property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the TOWN's funding source herein may be TOWN, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this Contract that may be deemed appropriate or required in compliance with TOWN, State or Federal mandates and to reimburse the TOWN for any liability upon the TOWN for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this Contract in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this Contract) for a minimum period of three (3) years from the effective date of this Contract, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to TOWN, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant, record retention shall be three (3) years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in **Attachment II** to this Contract.
12. **Changes to the Contract.** Changes to this Contract shall be approved only by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution of this Contract represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment IV are authentic, current and duly granted.

14. **Contractor's Standard of Care.** TOWN has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by TOWN shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this Contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the TOWN.
15. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Manager. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Town Manager.
16. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, CONTRACTOR by executing this Contract stipulates and certifies that as an individual or as an entity, CONTRACTOR complies in good faith as well as in all actions with the following regulatory requirements, including but not limited to:
- a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
  - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
  - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
  - d. National Labor Relations Board Public Contract Code 10296.

- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

17. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
18. **Contractor Performance and the Breach Thereof.** The TOWN may terminate this Contract and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default in writing by the TOWN and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the TOWN shall notify the CONTRACTOR of the breach and the termination of this Contract. In the event of such termination, the TOWN may proceed with the work in any manner deemed proper by the TOWN. The cost to the TOWN shall be deducted from any sum due the CONTRACTOR under this Contract and the balance, if any, shall be retained by the TOWN.
19. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
20. **No Delegation Or Assignment.** CONTRACTOR shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of TOWN and any prohibited delegation or assignment shall render the Contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. TOWN will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
21. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.
  - a. This Contract is entered into by TOWN upon the express representation that CONTRACTOR has no other contracts in effect with TOWN except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this Contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
  - b. CONTRACTOR understands that no contracts shall knowingly be issued to any current



TOWN employee or his/her immediate family or to any former TOWN employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources  
5555 Skyway  
Paradise, CA 95969

- c. CONTRACTOR stipulates by execution of this Contract that they have no business or other interest that provides any conflict with the interest of the TOWN in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics not to disclose any interest that may be a conflict to the TOWN prior to executing this Contract.
22. **Canon of Ethics.** CONTRACTOR by execution of this Contract agrees to act in the best interest of and on behalf of the TOWN and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
23. **Severability.** The terms and conditions of this Contract shall remain in force and effect as a whole separate from and even if any part hereof the Contract is deemed to be invalidated.
24. **No Implied Waiver.** In the event that The TOWN at any point ignores or allows the CONTRACTOR to break an obligation under the Contract, it shall not mean that TOWN waives its future rights to require the CONTRACTOR to fulfill those obligations.
25. **Entirety of Agreement.** This Contract inclusive of all Attachments herein that are stipulated and made part of the Contract constitute the entire agreement between these parties.

#### **Acknowledgement of OTHER TOWN Contracts**

List any and all Contracts that you have with TOWN agencies. If none, you must stipulate "none."  
This cannot be left blank or omitted from the Contract. "NONE".

## ATTACHMENT II

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

**\*Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

*A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:*

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
  1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

**B. OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

**C. WAIVER OF SUBROGATION:** Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

- D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Town. The Town may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Town.
- E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.
- F. VERIFICATION OF COVERAGE:** Contractor shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- G. SPECIAL RISKS OR CIRCUMSTANCES:** Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements **before** beginning work under this contract.
- I. CLAIMS MADE POLICIES:** If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date shall be shown, and shall be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Town for review.

## ATTACHMENT III

### Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Tasks to be completed and delivered to Town by not later than October 30, 2020 so as to enable Town to comply with grant fund requirements applicable to this Project:

Create and provide Town with a comprehensive design plan for the creation and installation of an Early Warning System to be installed and implemented within and throughout the Town of Paradise, which Plan shall be designed to provide early warnings to citizens in the event of an anticipated or ongoing disaster in the Town, including but not limited to:

- Organize Kickoff Meeting / Draft minutes
- Review of past documents/existing infrastructure
- Prepare work plan and submit to Town ~~customer~~ for approval
- Need assessment for Public Alert and warning for Town ~~TOP~~
- Site Survey/Feasibility
- Demonstration to prove design if needed
- Detailed assessment for site conditions and requirements
- Permit applications
- Training and capacity building needs
- Preparation of preliminary plan, design and cost estimation
- Development of any Standard Operating Procedures
- Implementation management plan
- Preparation of Detailed Project Report (DPR)

**ATTACHMENT IV  
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees

Licenses

Certifications

Bonds





GENAINC-02

TWANG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101		<b>CONTACT NAME:</b> Julie Amarillas <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> julie.amarillas@alliant.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hanover Insurance Company	
		<b>INSURER B:</b> Citation Insurance Company (MA)	
		<b>INSURER C:</b> Massachusetts Bay Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

INSURED

Genasys Inc.  
16262 W. Bernardo Drive  
San Diego, CA 92127

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ZH3 A798064-07	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPLOYEE BENEFIT \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AW3A796829-05	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UH3A798065-05	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WD3A777457	12/15/2019	12/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Paradise, its officers, officials, employees and volunteers are included as Additional Insured on primary and non-contributory basis, waiver of subrogation applies.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Paradise  
555 Skyway  
Paradise, CA 95988

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.



**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.



19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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#### B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II - LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or





- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:



- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. **Comprehensive Coverage**  
From any cause except:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
  - b. **Specified Causes Of Loss Coverage**  
Caused by:
    - (1) Fire, lightning or explosion;



- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. Exclusions**

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

#### SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

##### A. Loss Conditions

##### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.





If we submit to an appraisal, we will still retain our right to deny the claim.

## **2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

## **3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

## **4. Loss Payment - Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

## **5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## **B. General Conditions**

### **1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;

- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
- The coverage territory is:
- a. The United States of America;
  - b. The territories and possessions of the United States of America;
  - c. Puerto Rico;
  - d. Canada; and

- e. Anywhere in the world if:
  - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.





**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V - DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured";

- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    1. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    2. Cherry pickers and similar devices used to raise or lower workers.





- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.



# **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% % of the California workers' compensation premium otherwise due on such remuneration.

## **Schedule**

### **Person or Organization**

### **Job Description**

APPLIES AS BLANKET WAIVER  
FOR THOSE HAVING A WRITTEN  
CONTRACT WITH THE POLICY-  
HOLDER REQUIRING WDS FOR  
WC POLICYHOLDER EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/15/2019

Policy No. WD3A777457

Endorsement No.

Insured

Insurance Company ALLMERICA FINANCIAL BENEFIT INSURANCE

Countersigned By \_\_\_\_\_