



# Town of Paradise Town Council Meeting Agenda 6:00 PM – November 14, 2023

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

Mayor, Greg Bolin  
Vice Mayor, Rose Tryon  
Council Member, Steve Crowder  
Council Member, Steve “Woody” Culleton  
Council Member, Ron Lassonde

Town Manager, Jim Goodwin  
Town Attorney, Scott E. Huber  
Town Clerk/Elections Official, Dina Volenski  
CDD, Planning & Onsite, Susan Hartman  
CDD, Building & Code Enforcement, Tony Lindsey  
Finance Director/Town Treasurer, Aimee Beleu  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, Garrett Needles  
Chief of Police, Eric Reinbold  
Recovery & Economic Development Director, Colette Curtis  
Human Resources & Risk Management Director, Crystal Peters  
Information Systems Director, Luis Marquez

### Meeting Procedures

- 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
  - 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. Proclamation recognizing November as Homeless and Runaway Youth Awareness Month.
  
- 1f. p5 Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations  
  
p8 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update  
  
p10 Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update  
  
p14 Kate Anderson, Business and Housing Manager - Business and Housing Update

## 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. p16 Approve Special and Regular minutes of the October 10, 2023 Town Council meeting.
  
- 2b. p23 Approve the October 2023 Cash Disbursements in the amount of \$3,373,922.96.
  
- 2c. p31 Review and file the 1st Quarter Investment Report for the fiscal year ending June 30, 2024.
  
- 2d. p60 Approve Resolution No. 2023-51, "A Resolution of the Town Council of the Town of Paradise Adopting Administrative Policy 225, a Personally Identifiable Information Policy (PII)."
  
- 2e. p66 1. Declare the attached described equipment as surplus property; and 2. Adopt Resolution No. 2023-52, "A Resolution of the Town Council of the Town of Paradise, Declaring Certain Town Equipment to be Surplus and Obsolete and Authorizing Disposal by the Town Manager or His Designee."
  
- 2f. p68 1. Approve Program Supplement Agreement No. 00000A280 to the Master Agreement Administering Agency-State Agreement for State Funded Projects, Agreement No. 03-5425S21 for Go Paradise: Skyway Link.  
  
2. Adopt Resolution 2023-53 "A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Program Supplement Agreement No. 00000A280 Between the California Department of Transportation and the Town of Paradise for the

Active Transportation Program Corresponding to Project Go Paradise: Skyway Link.”

3. Approve Program Supplement Agreement No. F022 Rev. 2 to the Master Agreement Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 for Go Paradise: Pentz Student Pathway.

4. Adopt Resolution 2023-54 “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Program Supplement Agreement No. F022 Rev. 2 Between the California Department of Transportation and the Town of Paradise for the Active Transportation Program Corresponding to Project Go Paradise: Pentz Student Pathway.”

5. Approve the attached Master Agreement No. 03-5425S21 Administering Agency-State Agreement for State-Funded Projects.

6. Adopt Resolution 2023-55 “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Master Agreement No. 03-542S21 Between the California Department of Transportation and the Town of Paradise for State-Funded Projects.”

[2g.](#) p105 Adopt Resolution No. 2023-56, “A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or Their Designee to Execute Grant of Easement to Pacific Gas & Electric Company for the Purposes of the Town’s Installation of Electric Vehicle Charging Stations at 220 Pearson Road.”

### **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 - None**

### **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.](#) p114 1. Consider waiving the first reading of Town Ordinance No. \_\_\_\_\_ and read by title only; and, 2. Introduce Town Ordinance No. \_\_\_\_\_. “An Ordinance Amending Paradise Municipal Code Section 10.20.100 Relating To Parades And Compliance With Parade Permits Terms; or, 3. Adopt an alternative directive to Town staff. (ROLL CALL VOTE)

[6b.](#) p119 1. Consider concurring with staff’s recommendation of Coastland|DCCM to perform professional civil engineering services on a variety of federally, state, and locally funded efforts contingent upon

Caltrans Office of Audits and Investigation acceptance of financial document submittals; and,

2. Approve the attached Professional Services Agreement RFQ 2023-004 with Coastland|DCCM; and,

3. Adopt Resolution 2023 - \_\_\_ “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Professional Services Agreement for RFQ 2023-004 On-Call Professional Civil Engineering Services – Skyway Corridor up to the Maximum Contract Aggregate Amount of Five Million Dollars to Expedite and Facilitate Camp Fire Recovery Efforts”. (ROLL CALL VOTE)

6c. p149 Provide Town Council with an update on the Town's storm drainage systems. No action is requested; this item is for information only.

6d. p159 Consider adopting Town of Paradise Resolution No. 2023-\_\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Amending the Local Agency Management Program (LAMP) Relating to Onsite Sewage Disposal Regulations.” (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
  - Community Development Director

## 9. CLOSED SESSION - None

## 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: _____	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	





**Town of Paradise**  
**Council Agenda Summary**  
**Date: November 14, 2023**

**Agenda Item: 1(f)**

**ORIGINATED BY:** Colette Curtis, Recovery and Economic Development Director  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Monthly Recovery Update  
**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

1. None

**Background:**

This report continues the Monthly Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. Included in this update are items related to recovery projects, advocacy economic recovery and development, communications and emergency operations.

**Analysis:**

ECONOMIC DEVELOPMENT

Commercial Sign Removal Program

- Application period opened January 16<sup>th</sup>, 2023.
- \$71,921.95 is left in the program.
- Less than 20 non-compliant signs remain.
- All properties with non-compliant signs have received a notice of violation and information about the program.

CDBG-DR Economic Development

- The Butte County allocation for CDBG DR Economic Development has been announced at \$18.7 million.
- The Program Policies and Procedures Manual was released in spring 2023.
- Notice of Funding Availability (NOFA) was released on September 29<sup>th</sup>, 2023.
- The Town is working with our regional workforce partners on an application for a workforce training center, located on the Paradise High School campus, that would focus on resilient building techniques.
- Our partners include Paradise Unified School District, Butte College, Valley Contractor's Exchange, Oroville Adult School, Alliance for Workforce Development, and 3Core.
- Staff will present information on this effort on the December Council Agenda.

### Paradise Ridge Brand Campaign

- Rebranding effort led by the Paradise Ridge Chamber of Commerce
- Goal is to create a cohesive brand strategy to market the ridge to businesses and residents.
- The next step is a website for new residents which is currently being developed by the consultant who drafted the study and strategy.
- The website is fully funded through existing grant funds received by the Chamber of Commerce.

### Advocacy Day and Legislative Tour

- The Town collaborated with the Campfire Collaborative, Rebuild Paradise Foundation, North Valley Community Foundation, and Assemblyman Gallagher's Office on a gratitude day on November 2<sup>nd</sup> in Sacramento.
- The focus was on gratitude for the help we've received over the last five years.
- A legislative tour is also being planned for January for state legislators to see firsthand what progress has been made and the continued need in recovery.

## RECOVERY

### Category 4 Tree Removal Program

- Program opened to applicants in July of 2022 and received 577 applicants. This represents 1,014 acres of private property across the Town.
- The assessment Phase has been completed. Nearly 11,000 standing dead trees have been identified, tagged and catalogued for review by FEMA/CalOES
- Phase 2 continues to be in Federal Environmental Review. We were recently notified that FEMA expect to complete this review in early 2024.
- Town Council has approved a management contract with Butte County Fire Safe Council to manage removal. Contract will be executed upon Phase 2 FEMA Approval.
- Tree cutting process would commence after full phase 2 approval of submitted tree inventory.
- After extensive work with Cal Fire, the Town was recently notified that we have been awarded the CAL FIRE CALIFORNIA CLIMATE INVESTMENTS(CCI) WILDFIRE PREVENTION (WP) GRANT that will cover the entirety of the 25% property owner match requirement. This will mean no cost to property owners for tree removal and a much simpler process of tree removal overall.
- FEMA recently authorized work to begin in some planning activities in order to save time when the project is awarded.

### Early Warning Sirens

- The Early Warning Sirens were fully approved in April 2022 and a contract was awarded in July 2022.
- 20 of the 21 Towers are fully operational.
- The final phase of construction is ongoing as tree aesthetics are installed, control units are installed, and training begins, and permanent PG&E power hookups are completed.

### Residential Ignition Resistant Retrofit Program

- This project was opened to residents to apply in May 2023 and closed July 31, 2023.
- 118 property owners have submitted applications.
- Assessments will be completed by Oct. 6<sup>th</sup> and all Phase 1 closeout documents will be transferred to CalOES/FEMA by Oct. 13<sup>th</sup>.
- Phase 2 retrofits will occur upon full approval of the environmental process in early 2024.

### Hazardous Fuels Reduction Program

- Undergoing Federal Environmental Review. We were recently notified that FEMA expects to complete this review in early 2024.
- All other Town required action items are complete.

### Defensible Space Code Enforcement

- Defensible Space Code Enforcement was determined to be an area that could be completed sooner, with a revised timeline for approval in November 2023.
- All other Town required action items are complete.

### COMMUNICATIONS

- 5<sup>th</sup> Anniversary of the Camp Fire
  - Events to mark the anniversary were held in coordination with our partner organizations and include:
    - Support for the Phoenix 5k on Sat. Nov. 4<sup>th</sup> with a pancake breakfast. (about 350 attendees)
    - Daffodil planting on Nov. 5<sup>th</sup> at Paradise Community Park with Paradise Garden Club and Rebuild Paradise. (about 100 attendees)
    - Street Eats and Local Beats at the PPAC on Nov. 6 (about 500 attendees)
    - “Paint your Paradise” A guided painting event at Terry Ashe in coordination with the Paradise Art Center on Nov. 7 (80 RSVPs)
    - A community moment of silence and time capsule ceremony on Nov. 8<sup>th</sup>.

### EMERGENCY MANAGEMENT

- A winter storm tabletop exercise is being held with cooperating agencies on Nov. 15<sup>th</sup>.
- The Town is working on an agreement with Butte County for a virtual EOC platform to streamline EOC processes.
- EOC Training for staff specific to sections and additional EOC wide tabletop exercises are being planned for fall.

### **Financial Impact:**

None.



**TOWN OF PARADISE  
Council Agenda Summary  
Date: November 14, 2023**

**Agenda No. 1(f)**

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

**REVIEWED BY:** Jim Goodwin, Town Manager

**SUBJECT:** Camp Fire Recovery Updates - Infrastructure

**COUNCIL ACTION REQUESTED:**

- 1. None, written monthly update only.

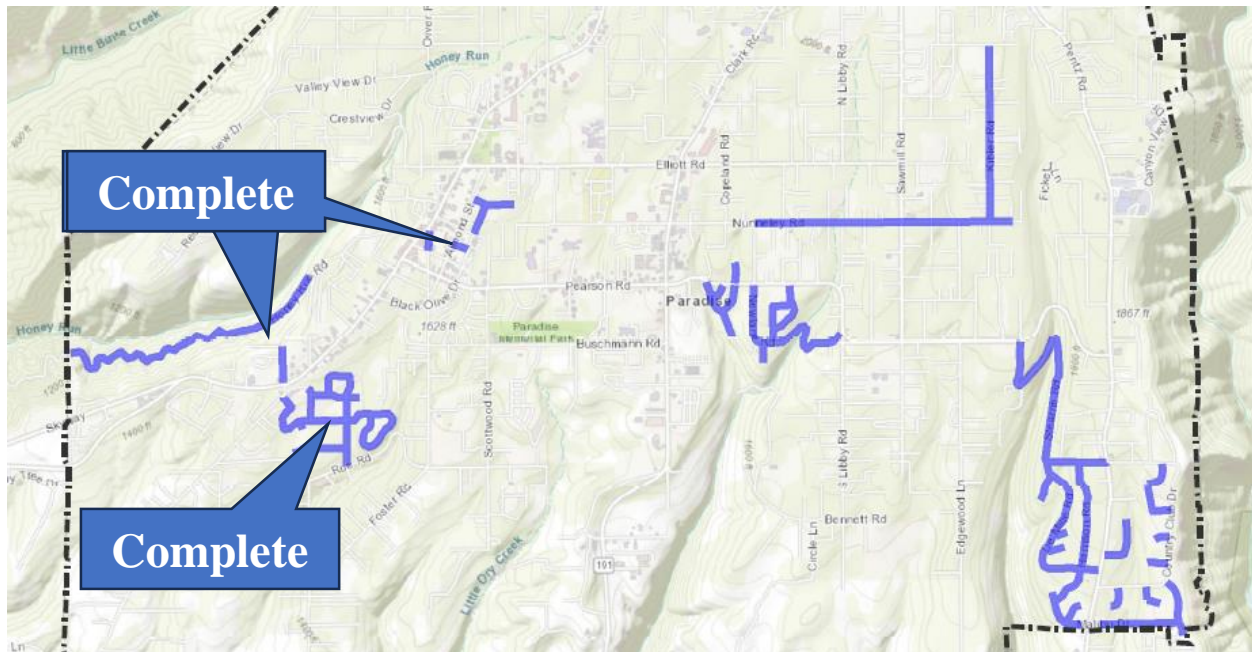
**Background:**

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire.

**Analysis:**

**Road Rehabilitation**

In August, Town Council awarded a contract to Hat Creek Construction for road rehabilitation work in areas such as lower Honey Run Road, Circlewood Drive, Glen Drive, Stearns Road, DeMille Road, Malibu Drive, Nunneley Road, Kibler Road and others. The project's first phase is complete, paving the Circlewood neighborhood, Honey Run Road and downtown streets. Remaining work will be completed in spring of 2024. A map of the project areas is provided below:



Paving projects for 2024 are slated to reach Town Council for approval to advertise for bids in December 2023 – an additional 20 miles of work planned.

## Paradise Sewer Project

### Accomplishments in Past Month

Released the Request for Qualifications (RFQ) for Progressive Design Build (PDB) Services for the Paradise Sewer Project on October 30, 2023. Statement of Qualifications (SOQ) are due December 8, 2023. The Selection Committee intends to recommend a PDB team to proceed with no later than December 20, 2023. All 6 teams previously committed to propose on the project have formally submitted their intent to submit a SOQ.

Kicked off the IMA required Project Coordination Team (PCT) with project partners from the City of Chico and Butte County.

Kicked off monthly alignment meetings with the DFA team.

Supported and took part in the 5 Year Camp Fire Commemorative Events.

### Key Activities in the Next Month

Respond to PDB RFQ questions.

Schedule initial informal consultations with all permitting entities.

Submit Task Order 2 Amendment to provide Permitting services through acceptance of permits.

Meet with municipal entities that have completed a similar Septic-to-Sewer project, such as Los Osos, Yucca Valley and High Desert to gain lessons learned.



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 1(f)**

**Date: November 14, 2023**

**ORIGINATED BY:** Tony Lindsey, Community Development  
 Director, Building & Code Enforcement

**REVIEWED BY:** Jim Goodwin, Town Manager

**SUBJECT:** Camp Fire Recovery Updates – Code Enforcement

**LONG-TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:** None

**Background:**

The Code Enforcement Division is committed to fostering a safe and appealing living and working environment. Our mission is to uphold and enhance our community's overall quality through the fair and impartial implementation of an enforcement program to rectify violations of municipal codes and land use regulations. In collaboration with residents, neighborhood associations, public service agencies, and other Town departments, we strive to:

- Promote voluntary compliance with Town codes.
- Identify and address violations promptly and fairly.
- Foster collaboration efforts to address community concerns.
- Actively engage with the community in navigating the code enforcement process.

**Analysis:**

Temporary Use Permits (TUPs) issued under the Urgency Ordinance (Exhibit A).

	October	September
Parcels with RV Storage only	62	63
Parcels permitted to occupy an RV	146	147
Accessory structures	13	14

RV Code Enforcement activity. (Exhibit B):

	October	September
Occupied sites without TUPs	29	31
Occupied sites with TUP Violations	4	6
Compliance gained/RV cases closed	8	7

The Community Enhancement Outreach Team, consisting of Disaster Case Managers, Fire Prevention, Housing, Police Department, and Code Enforcement personnel, visited permitted and unpermitted RV sites. During these visits, the team interacted with community members to support unaddressed needs and disseminate information about available assistance programs.

	October	September
Sites Visited	60	46
Community members contacted	21	25
Tenants	10	6
Owner-occupied	11	19
Supplied contact information	15	21
Do not qualify	7	4

Fire Prevention is crucial to our community's safety and supports our continued economic growth, focusing on three primary goals: Education, Engineering, and Enforcement. Our defensible space and hazardous fuel management ordinance requires property owners to uphold fire-safe conditions, regardless of residency. The dedicated Fire Prevention team conducts weed abatement inspections on 11,100 parcels throughout our community to ensure compliance and reduce fire hazards.

Escrow defensible space inspections	October	September
• Clearance requests received	72	74
• Certificates issued	57	60
• Land Surveyor's Certifications	9	9
• First inspection compliance rate	78%	68%
Weed abatement inspections		
• Compliant parcels	8,427 – 76%	8,284 – 74%
• Active Code cases	285	304
• Commercial parcels	22	19
• Residential parcels	263	285

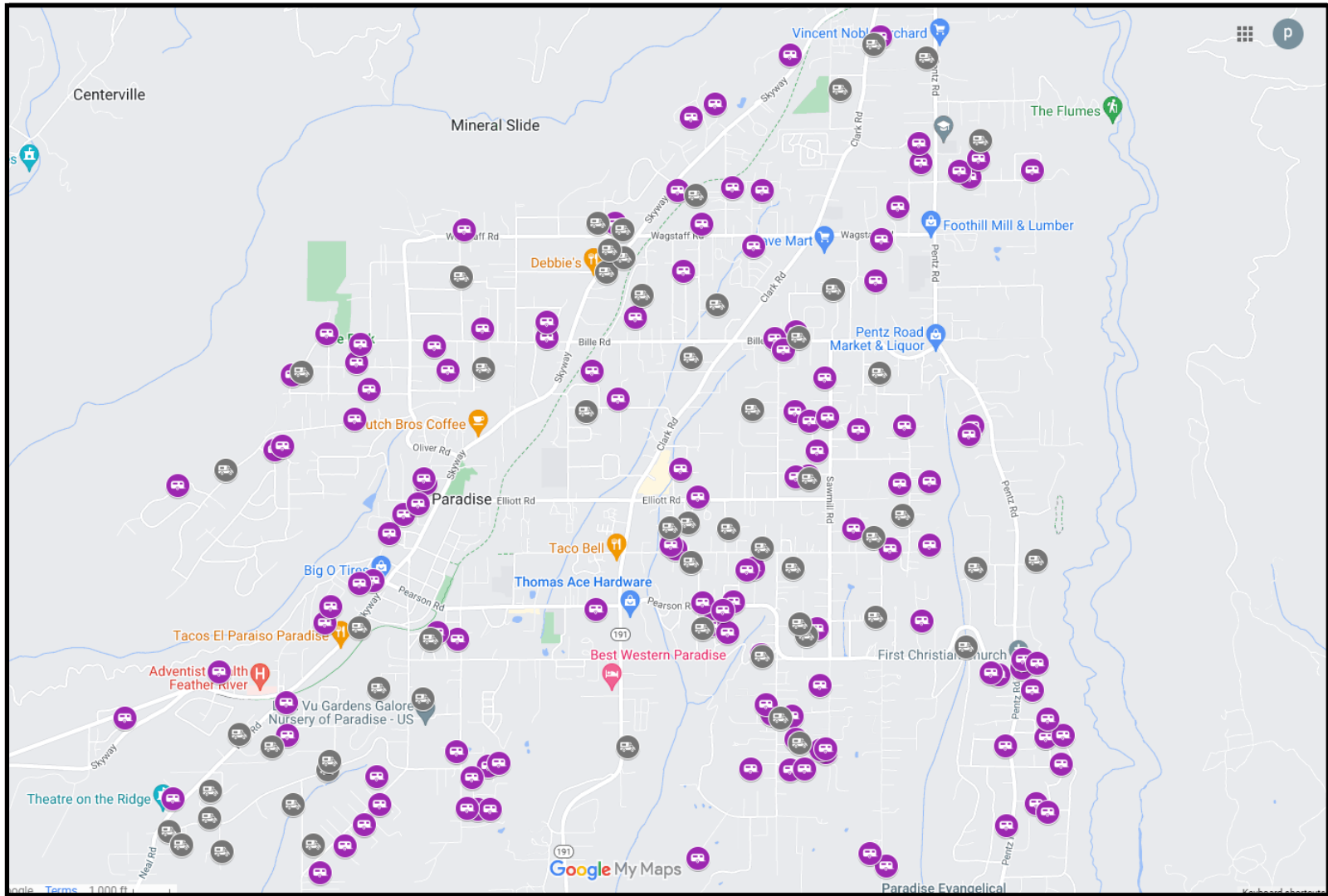
Other Code Enforcement Items:

Abandoned Vehicle Authority	October	September
• Abatements	7	13

Commercial Sign	October	September
• Violations	15	39

Complaints have been received concerning a range of issues, encompassing waste and refuse, zoning violations related to signs, construction without the necessary permits, fire hazards, concerns linked to vehicles, vending violations, absence of garbage service, grading issues, and the presence of unpermitted laydown yards.



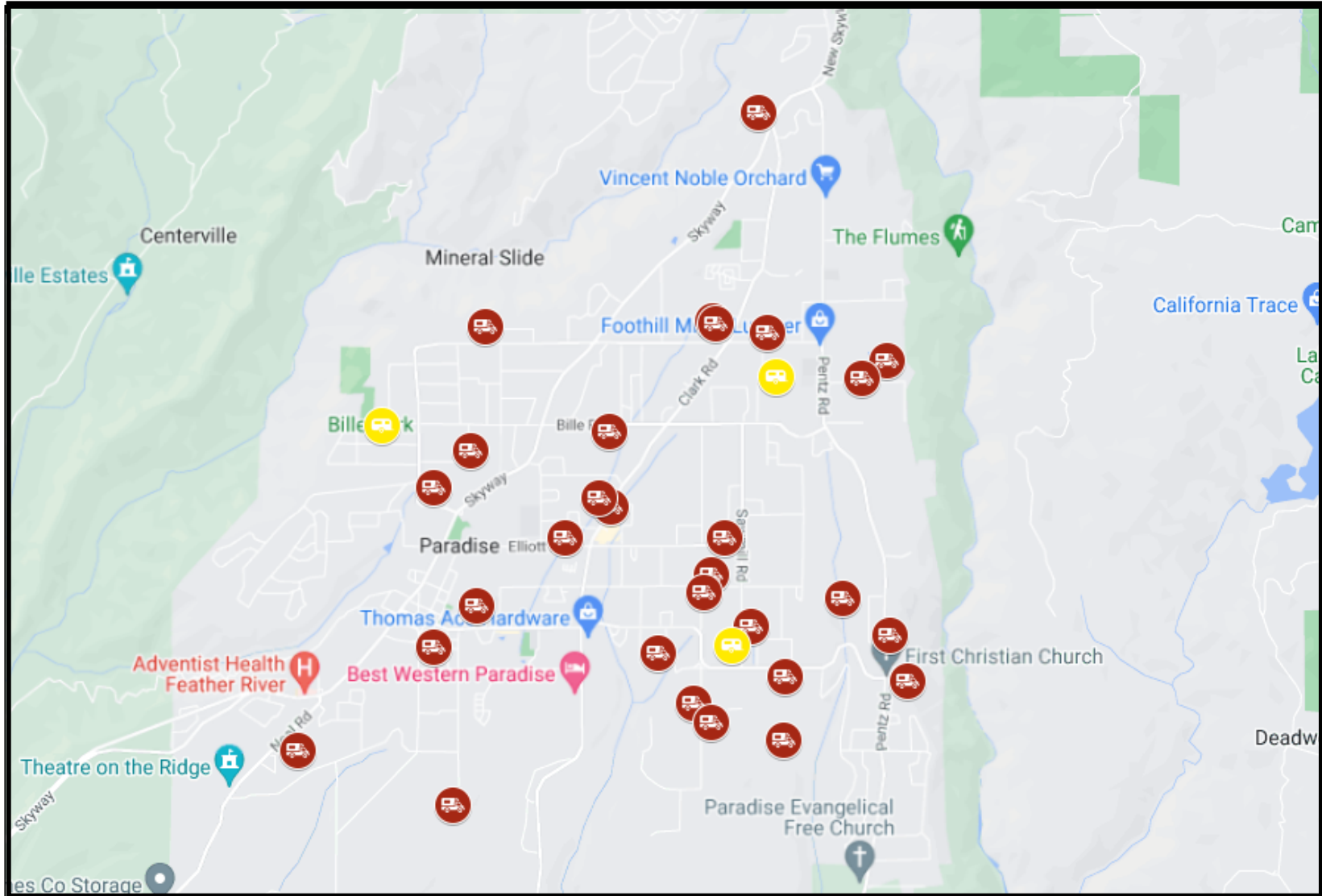


RV TUP STORAGE ONLY 62



RV TUP OCCUPIED 146

# TUP Violations 11/1/2023



Violations w/ TUP 3



RV no TUP 29



**Town of Paradise  
Council Agenda Summary  
Date: November 14, 2023**

**Agenda Item: 1(f)**

**ORIGINATED BY:** Kate Anderson, Housing Program Manager  
**REVIEWED BY:** James Goodwin, Town Manager  
**SUBJECT:** Housing Recovery Update  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

None

**Background:**

This report provides the Town Council with an update on Housing activities. A summary of the programs, with overall interest and change from the last month, follows.

**Analysis:**

**We have 32.51% of our pre-disaster housing stock to-date** (1,377 surviving units + 2,577 new CofOs to-date [an increase of 48 from last month] = 3,954 habitable dwellings / 12,015 housing units before the Camp Fire). An additional 814 permits have been issued (up 17 from last month) but have not received their CofO yet.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$16 million) -- This program helps homeowners rehabilitate or reconstruct their home. We have completed 48 homes, have 12 under construction, and 20 applications in process (up 5 from last month).

Town of Paradise First-Time Homebuyer Program (\$7 million) -- Helping to make home ownership more affordable by providing assistance towards the purchase price and closing costs of an owner-occupied, affordable housing unit. We have assisted 26 households with their purchase and have 11 applications in process (up 4 from last month).

Town of Paradise Septic Grant Program (\$570,000) -- Grants to assist Camp Fire survivors to repair or replace septic systems damaged or destroyed during the Camp Fire or subsequent clean-up efforts. We have assisted 28 households with the repair or replacement of their system, 1 is under construction and 15 applicants are pending but we only have remaining funds for one more system. We are now referring people to Rebuild Paradise Foundation for their septic grant.

CDBG-DR Multifamily Rental Housing Program (\$55 million) -- Goal is to create affordable rental housing. Seven (7) projects were submitted for a total of 290 units. One project (4 units) is currently leasing up and two projects (55 units) should be available by fall 2024. Two other projects (91 units) have received tax credits and are working through environmental review, and 2 projects (140 units) will apply for tax credits in the spring.

HOME Infill New Construction (\$700,000) -- Create affordable housing for first-time homebuyers. Grant has been awarded but waiting for Standard Agreement from HCD.

Permanent Local Housing Allocation (PLHA) (\$399,166) -- Housing-related projects and programs that assist in addressing unmet needs. We are working with North Valley Housing Trust to administer funds to multifamily project(s) for short-term, pre-development loans. Matching funds are required NVHT.

CDBG (2023 Annual Allocation=\$100,691; unspent funds=\$130,473.63) -- Continuing to fund public services and lot acquisition for affordable homeownership. CV funds (\$208,244 not included above) will assist households living in RVs with emergency rental assistance. Program is now available.

**Financial Impact:**

None.



**MINUTES  
PARADISE TOWN COUNCIL  
SPECIAL MEETING – 5:30 PM – October 10, 2023**

**1. OPENING**

The Special meeting of the Paradise Town Council was called to order by Mayor Bolin at 5:30 p.m. in the Council Chambers 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, Steve “Woody” Culleton, Ron Lassonde, Rose Tryon and Greg Bolin, Mayor.

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Town Manager Jim Goodwin, Town Clerk/Elections Official Dina Volenski, and Town Attorney Scott E. Huber.

At 5:32 p.m. Mayor Bolin announced that the Town Council would adjourn to Closed Session for the following item:

**2. CLOSED SESSION**

- 2a. Pursuant to Government Code section 54956.9(d)(4), the Town Council will meet with the Interim Town Manager and Town Attorney to consider initiation of litigation - two (2) potential cases.

After reconvening from Closed Session at 6:00 p.m. Mayor Bolin announced that no reportable action was taken, direction was given.

**3. ADJOURNMENT**

Mayor Bolin adjourned the Council meeting at 6:00 p.m.

Date approved:

By:

Attest:

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

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



## TOWN COUNCIL Meeting Minutes

6:00 PM – October 10, 2023

### 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 Lassonde.

**COUNCIL MEMBERS PRESENT:** Steve Crowder, Steve “Woody” Culleton, Ron Lassonde, Rose Tryon and Greg Bolin, Mayor

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Dina Volenski, Community Development Director Tony Lindsey, Public Works Director/Town Engineer Marc Mattox, Finance Director/Town Treasurer Aimee Beleu, Recovery and Economic Development Director Colette Curtis, Business and Housing Manager Kate Anderson, Project Manager Brian Solecki, Police Chief Eric Reinbold, Police Lieutenant Anthony Borgman and Fire Chief Patrick Purvis.

- 1a. Mayor Bolin presented a proclamation recognizing James Bozzer for 20 years of service as a Volunteer in Police Service (VIP). (180-40-027)
- 1b. Mayor Bolin presented a proclamation recognizing Habitat for Humanity of Butte County for 30 years of service to the community. Tom Baker and Executive Director Nichole Bateman accepted the proclamation on behalf of Habitat for Humanity of Butte County. (180-40-027)
- 1c. Camp Fire Recovery Update - Written reports are included in the agenda packet. (110-60-061)

Colette Curtis, Recovery and Economic Development Director-Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

Kate Anderson, Business and Housing Manager - Business and Housing Update

## 2. CONSENT CALENDAR

**MOTION by Tryon, seconded by Culleton**, approved consent calendar items 2a, 2b, 2c, 2e, and 2g with items 2d, 2f, and 2h removed from the consent calendar. Roll call vote was unanimous.

- 2a. Approved minutes of the September 12, 2023 Special and Regular Town Council meetings.
- 2b. Approved September 2023 Cash Disbursements in the amount of \$3,200,888.31. (310-10-034)
- 2c. 1. Waived the second reading of Town Ordinance No. 628 and read by title only; and, 2. Adopted Town Ordinance No. 628 “An Ordinance Rezoning Certain Real Property from “RR-1” (Rural Residential 1-acre minimum) to an RR ½ (Rural Residential ½-acre minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (Fisher: PL23-00111)”. (540-16-197)
- 2d. ITEM REMOVED FROM CONSENT CALENDAR
- 2e. Reviewed and filed the 3<sup>rd</sup> and 4<sup>th</sup> Quarter Investment Reports for the Fiscal Year Ending June 30, 2023. (360-30-006)
- 2f. ITEM REMOVED FROM CONSENT CALENDAR
- 2g. 1. Waived the second reading of Town Ordinance No. 629 and read by title only; and, 2. Adopted Ordinance No. 629, “An Ordinance Amending Section 10.02.060 of the Paradise Municipal Code Regarding Vehicular Speed Limits”. (540-16-198)
  - 1. Ward Habriel commented that there are some people who think Paradise PD do not like writing speeding tickets.
- 2h. ITEM REMOVED FROM CONSENT CALENDAR

## 3. ITEMS REMOVED FROM CONSENT CALENDAR

- 2d. Vice Mayor Tryon requested item 2d be removed from the consent calendar. Public Works Director/Town Engineer Marc Mattox explained the cost savings/financial impacts over the next three years with the proposed reclassifications.

**MOTION by Tryon, seconded by Lassonde**, Approved the recommended personnel change to Engineering position control as follows. Roll call vote was unanimous. (610-10-015, 610-10-017, 610-10-018)

- 1. Approved the Job Description and Salary Pay Plan of Supervising Project Manager
- 2. Reallocated the budgeted and vacant Engineering Division Manager position to Supervising Project Manager position.
- 3. Reclassified the budgeted and filled Sr. Capital Projects Manager to Supervising Project Manager.



4. Reallocated the budgeted and vacant Infrastructure Program Manager and Capital Projects Manager positions to (2) Associate Engineer positions.
- 2f. Mayor Bolin recused himself from the dais due to a potential conflict of interest.

**MOTION by Lassonde, seconded by Crowder,** Approved the Professional Services Agreement with the Butte Fire Safe Council and authorized the Town Manager to execute the contract in order to proceed with recent FEMA/CalOES approved Pre-Phase 2 award work. Roll call vote was unanimous with Mayor Bolin absent and not voting. (510-20-381)

Mayor Bolin returned to the dais.

- 2h. Vice Mayor Tryon requested item 2h be removed from the consent calendar. Police Chief Eric Reinbold explained the financial impacts with the proposed addition of one full time officer to position control for the 2023/24 Fiscal Year.
  1. Ward Habriel spoke in favor of this item.

**MOTION by Tryon, seconded by Lassonde,** Authorized one additional Police Officer Full Time Equivalent (FTE) to be temporarily added to the position control for the 23/24 fiscal year. Roll call vote was unanimous. (610-10-017)

#### 4. PUBLIC COMMUNICATION

1. Ward Habriel invited Council to the Butte County Fire Safe Council promotional movie night, "Wilder than Wild" and shared that he bought the property next to his to use it as a fire break.

#### 5. PUBLIC HEARINGS – None

#### 6. COUNCIL CONSIDERATION

- 6a. Town Attorney Scott Huber presented proposed Resolution 2023-46, which was a requirement set forth by the County in order to record liens and special assessments on properties for the cost of code enforcement abatement activities.

**MOTION by Culleton, seconded by Crowder,** Adopted Resolution No. 2023-46, "A Resolution of the Town Council of the Town of Paradise Confirming Costs of Abatement and Approving Liens and Special Assessments against Specific Properties for Code Enforcement Activities." Roll call vote was unanimous. (350-50-001)

- 6b. Public Works Director/Town Engineer Marc Mattox presented proposed Resolution No. 2023-47 relating to the Plans and Specifications for the Animal Shelter Expansion Project.

**MOTION by Culleton, seconded by Tryon,** Adopted Resolution No. 2023-47, "A Resolution of the Town Council of the Town of Paradise Approving the Plans and Specifications for the Animal Shelter Expansion Project and Authorizing Advertisement for Bids on the Project." Roll call vote was unanimous. (410-50-002)

- 6c. Public Works Director/Town Engineer Marc Mattox presented proposed Resolution No. 2023-48 relating to the Interim Striping Safety Project 2023.

**MOTION by Culleton, seconded by Tryon,** Adopted Resolution No 2023-48, "A Resolution of The Town Council of The Town of Paradise Awarding Contract No. 9429.CON, Interim Striping Safety Project 2023 to Specialized Pavement Marking, LLC in the Amount of Their Base Bid and Designating Authority to the Town Manager to Execute an Agreement with Specialized Pavement Marking, LLC and to Approve Contingency Expenditures not Exceeding 10%." Roll call vote was unanimous. (510-20-402, 950-40-069)

- 6d. Public Works Director/Town Engineer Marc Mattox presented proposed Resolution No. 2023-49 relating to the Paradise Transit Center.

1. Carrie Max asked who would maintain the proposed transit center.

Mr. Mattox explained that the Butte County Association of Governments would maintain the Transit Center, if approved.

**MOTION by Tryon, seconded by Lassonde,** Adopted Resolution No. 2023-49, "A Resolution of The Town Council of The Town of Paradise to Adopt an Agreement for Right of Access and Use of the Paradise Transit Center Between the Town of Paradise and Butte County Association of Governments and Authorize the Town Manager to Execute the Agreement, in Substantial Form, Subject to Minor Modifications Acceptable to the Town Attorney." Roll call vote was unanimous. (510-20-403, 150-10-082)

- 6e. Public Works Director/Town Engineer Marc Mattox presented proposed Resolution No. 2023-50 relating to the Evacuation Zone Sign Project.

**MOTION by Culleton, seconded by Lassonde,** Adopted Resolution No 2023-50, "A Resolution of The Town Council of The Town of Paradise Awarding Contract No. 9433.CON, Evacuation Zone Sign Project to McGuire Pacific Constructors in the Amount of Their Base Bid and Designating Authority to the Town Manager to Execute an Agreement with McGuire Pacific Constructors and to Approve Contingency Expenditures not Exceeding 20%." Roll call vote was unanimous. (510-20-404, 420-30-010)

- 6f. Recovery and Economic Development Director Colette Curis provided an overview of the proposed CAL FIRE California Climate Investment Grant Agreement.

**MOTION by Crowder, seconded by Culleton**, Acknowledged receipt and authorized the Town Manager to execute the CAL FIRE California Climate Investment Grant agreement in order to receive up to \$2,469,159.00 in match funding for Phase 2 Tree Removal. Roll call vote was unanimous. (510-20-405, 420-25-009)

- 6g. Recovery and Economic Development Director Colette Curis provided an update on the CDBG DR Workforce Development allocation to Butte County for \$18.7 million and a potential project. (710-10-104)

All Council concurred with continuing to work with partner agencies.

## 7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items – None

- 7b. Council reports on committee representation:

Council Member Lassonde attended BCAG and BCAMD meetings; the Snoop Sister's Ribbon Cutting; and Johnny Apple Seed Days where he worked the Town booth.

Council Member Crowder had a phone call with Kathy Yani of the Fire Victims Trust who shared that there should be one more payout from the Trust. He shared that AB556 has been extended for an additional three years, allowing residents of Butte County to rebuild their houses under the same tax basis as before the Fire. Council Member Crowder attended Johnny Apple Seed Days where he worked the Town booth, as well as several ribbons cuttings; Ross' grand opening, and shared that the Rotary Club had a Zoom call with Maui officials.

Vice Mayor Tryon attended the Legislative Committee meeting to review the Town's platform; attended Butte County Association of Governments and Butte County Air Quality District meetings; the Solid Waste Committee meeting; a seminar on biomass and waste, and attended Johnny Apple Seed Days where she worked the Town booth.

Council Member Culleton attended Johnny Apple Seed Days where he worked the Town booth and the Solid Waste Committee meeting.

Mayor Bolin attended the monthly LAFCo meeting.

- 7c. Future Agenda Items

Council Member Lassonde requested the Town's drainage concerns be addressed on the next Town Council agenda.

**8. STAFF COMMUNICATION**

8a. Town Manager Goodwin reported that he attended Johnny Apple Seed Days.

**9. CLOSED SESSION – None**

**10. ADJOURNMENT**

Mayor Bolin adjourned the meeting at 7:34 p.m.

Date approved:

By:

Attest:

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

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

# TOWN OF PARADISE

## CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF  
**October 1, 2023 - October 31, 2023**



**CASH DISBURSEMENTS REPORT**  
**October 1, 2023 - October 31, 2023**

Check Date	Pay Period End	Description	Amount	Total
10/13/2023	10/8/2023	Net Payroll - Direct Deposits and Checks	\$ 210,395.73	
10/27/2023	10/22/2023	Net Payroll - Direct Deposits and Checks	<u>\$ 226,804.38</u>	
				\$ 437,200.11
 Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	471,541.54	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>2,465,181.31</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>2,936,722.85</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 3,373,922.96</u></u>

APPROVED BY: \_\_\_\_\_  
 Aimee Belev - Finance Director/Town Treasurer

APPROVED BY: \_\_\_\_\_  
 Jim Goodwin - Town Manager

# Payment Register

From Payment Date: 10/1/2023 - To Payment Date: 10/31/2023

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>									
84448	10/02/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,810.28		
84449	10/02/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$634.26		
84450	10/05/2023	Open			Accounts Payable	4LEAF, Inc	\$7,553.00		
84451	10/05/2023	Open			Accounts Payable	Angelo, Kilday & Kilduff, LLP	\$1,320.00		
84452	10/05/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.47		
84453	10/05/2023	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
84454	10/05/2023	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$196.20		
84455	10/05/2023	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$29.03		
84456	10/05/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,174.31		
84457	10/05/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$29.52		
84458	10/05/2023	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,053.16		
84459	10/05/2023	Open			Accounts Payable	AWARDS COMPANY	\$17.32		
84460	10/05/2023	Open			Accounts Payable	Big O Tires	\$174.83		
84461	10/05/2023	Open			Accounts Payable	Biometrics4ALL, Inc	\$20.25		
84462	10/05/2023	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$11,725.00		
84463	10/05/2023	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
84464	10/05/2023	Open			Accounts Payable	Browns Towing	\$625.00		
84465	10/05/2023	Open			Accounts Payable	Bug Smart	\$124.00		
84466	10/05/2023	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$94,752.16		
84467	10/05/2023	Open			Accounts Payable	Butte County Construction Inc	\$33,500.00		
84468	10/05/2023	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$228.25		
84469	10/05/2023	Open			Accounts Payable	Consolidated Electrical Distributors, INC.	\$632.09		
84470	10/05/2023	Open			Accounts Payable	Creative Composition Inc	\$402.68		
84471	10/05/2023	Open			Accounts Payable	CSG Consultants, Inc.	\$23,288.75		
84472	10/05/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$1,177.50		
84473	10/05/2023	Open			Accounts Payable	Dokken Engineering, Inc.	\$6,931.56		
84474	10/05/2023	Open			Accounts Payable	Eidhammer, Trenton	\$300.00		
84475	10/05/2023	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$361.14		
84476	10/05/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$7.70		
84477	10/05/2023	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$135.00		
84478	10/05/2023	Open			Accounts Payable	Free Style Embroidery	\$304.59		
84479	10/05/2023	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$3,822.31		
84480	10/05/2023	Open			Accounts Payable	GOVERNOR'S OFFICE OF EMERGENCY SERVICES	\$525.25		
84481	10/05/2023	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$145.47		
84482	10/05/2023	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,746.00		
84483	10/05/2023	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$600.00		
84484	10/05/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$4,600.00		
84485	10/05/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$17,900.00		
84486	10/05/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$7,723.68		
84487	10/05/2023	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$103.96		



# Payment Register

From Payment Date: 10/1/2023 - To Payment Date: 10/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84488	10/05/2023	Open			Accounts Payable	INTERSTATE SALES	\$786.58		
84489	10/05/2023	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$566.60		
84490	10/05/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$931,392.32		
84491	10/05/2023	Open			Accounts Payable	KP Research Services, Inc.	\$1,500.00		
84492	10/05/2023	Open			Accounts Payable	L.N. CURTIS & SONS	\$3,729.04		
84493	10/05/2023	Open			Accounts Payable	LIFE ASSIST INC	\$21.51		
84494	10/05/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$58,130.87		
84495	10/05/2023	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,725.00		
84496	10/05/2023	Open			Accounts Payable	MILLER GLASS INC	\$205.00		
84497	10/05/2023	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$137.48		
84498	10/05/2023	Open			Accounts Payable	MTECH Inc.	\$4,906.19		
84499	10/05/2023	Open			Accounts Payable	NETMOTION WIRELESS, INC.	\$4,850.00		
84500	10/05/2023	Open			Accounts Payable	North State Tire Co. Inc.	\$789.92		
84501	10/05/2023	Open			Accounts Payable	Nutrien	\$5,522.84		
84502	10/05/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$359.41		
84503	10/05/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$485.53		
84504	10/05/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$1,132.71		
84505	10/05/2023	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$3,199.51		
84506	10/05/2023	Open			Accounts Payable	PARADISE POST	\$95.89		
84507	10/05/2023	Open			Accounts Payable	Peters, Habib, McKenna, Juhl- Rhodes & Cardoza, LLP	\$1,504.50		
84508	10/05/2023	Open			Accounts Payable	PETTY CASH, CHRISTINA SHOEMAKER	\$125.00		
84509	10/05/2023	Open			Accounts Payable	Powell Roofing Co	\$165.00		
84510	10/05/2023	Open			Accounts Payable	Proframe Construction, Inc.	\$35,991.59		
84511	10/05/2023	Open			Accounts Payable	RENTAL GUYS - CHICO	\$108.25		
84512	10/05/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$114.19		
84513	10/05/2023	Open			Accounts Payable	SBA Monarch Towers III LLC	\$173.16		
84514	10/05/2023	Open			Accounts Payable	Sierra Safety Associates	\$1,454.31		
84515	10/05/2023	Open			Accounts Payable	SKYWAY TOWING & SERVICE	\$171.00		
84516	10/05/2023	Open			Accounts Payable	Spherion Staffing	\$7,107.75		
84517	10/05/2023	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$641.45		
84518	10/05/2023	Open			Accounts Payable	T MOBILE USA, INC.	\$1,671.27		
84519	10/05/2023	Open			Accounts Payable	Tahoe Pure Water Co.	\$47.73		
84520	10/05/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$541.22		
84521	10/05/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$138.14		
84522	10/05/2023	Open			Accounts Payable	Thomas Welding and Machine Inc.	\$105.00		
84523	10/05/2023	Open			Accounts Payable	Tri Flame Propane	\$58.96		
84524	10/05/2023	Open			Accounts Payable	Urban Planning Partners Inc	\$315.00		
84525	10/05/2023	Open			Accounts Payable	Visinoni Brothers Construction	\$37,535.00		
84526	10/05/2023	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$13,834.60		
84527	10/05/2023	Open			Accounts Payable	Western State Design	\$593.50		
84528	10/05/2023	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$475.93		
84529	10/05/2023	Open			Accounts Payable	WILSON PRINTING	\$124.49		
84530	10/05/2023	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$59.95		
84531	10/05/2023	Open			Accounts Payable	YOWZERS.COM	\$135.77		

# Payment Register

From Payment Date: 10/1/2023 - To Payment Date: 10/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84532	10/10/2023	Open			Accounts Payable	Aflac	\$57.98		
84533	10/10/2023	Open			Accounts Payable	Met Life	\$11,560.48		
84534	10/10/2023	Open			Accounts Payable	OPERATING ENGINEERS	\$1,071.00		
84535	10/10/2023	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,062.46		
84536	10/10/2023	Open			Accounts Payable	SUN LIFE INSURANCE	\$7,384.40		
84537	10/10/2023	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$870.38		
84538	10/10/2023	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$105.00		
84539	10/13/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,310.28		
84540	10/13/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$634.26		
84541	10/19/2023	Open			Accounts Payable	4LEAF, Inc	\$8,217.00		
84542	10/19/2023	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$417.21		
84543	10/19/2023	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$51.82		
84544	10/19/2023	Open			Accounts Payable	Akin, David	\$506.25		
84545	10/19/2023	Open			Accounts Payable	Alekseev, Nadia	\$39.89		
84546	10/19/2023	Open			Accounts Payable	American Dream Construction, Inc	\$25,590.00		
84547	10/19/2023	Open			Accounts Payable	Anaya, Andrew	\$15.00		
84548	10/19/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$760.72		
84549	10/19/2023	Open			Accounts Payable	AT&T MOBILITY	\$85.60		
84550	10/19/2023	Open			Accounts Payable	AT&T MOBILITY	\$212.58		
84551	10/19/2023	Open			Accounts Payable	AWARDS COMPANY	\$40.00		
84552	10/19/2023	Open			Accounts Payable	Axon Enterprise Inc	\$10,861.20		
84553	10/19/2023	Open			Accounts Payable	BATTERIES PLUS	\$74.81		
84554	10/19/2023	Open			Accounts Payable	Bear Electrical Systems, Inc	\$3,040.00		
84555	10/19/2023	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$175.00		
84556	10/19/2023	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$175.00		
84557	10/19/2023	Open			Accounts Payable	Big O Tires	\$205.00		
84558	10/19/2023	Open			Accounts Payable	Biometrics4ALL, Inc	\$22.50		
84559	10/19/2023	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$7,736.10		
84560	10/19/2023	Open			Accounts Payable	Bug Smart	\$83.00		
84561	10/19/2023	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,402.00		
84562	10/19/2023	Open			Accounts Payable	COMCAST CABLE	\$406.40		
84563	10/19/2023	Open			Accounts Payable	COMCAST CABLE	\$148.40		
84564	10/19/2023	Open			Accounts Payable	COMCAST CABLE	\$401.40		
84565	10/19/2023	Open			Accounts Payable	Conflux Construction Inc	\$12,008.54		
84566	10/19/2023	Open			Accounts Payable	Cooper, Andrew	\$15.00		
84567	10/19/2023	Open			Accounts Payable	Cordico Psychological Corporation	\$500.00		
84568	10/19/2023	Open			Accounts Payable	Creative Composition Inc	\$172.40		
84569	10/19/2023	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$315.00		
84570	10/19/2023	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
84571	10/19/2023	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$1,325.72		
84572	10/19/2023	Open			Accounts Payable	Dutter's Automotive	\$5,000.00		
84573	10/19/2023	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$696.00		
84574	10/19/2023	Open			Accounts Payable	Entersect	\$109.95		
84575	10/19/2023	Open			Accounts Payable	Ernie's Towing and Automotive	\$687.50		
84576	10/19/2023	Open			Accounts Payable	FEATHER RIVER CONSTRUCTION	\$19,200.00		

# Payment Register

From Payment Date: 10/1/2023 - To Payment Date: 10/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84577	10/19/2023	Open			Accounts Payable	Fraternal Order of Eagles Aerie 2968	\$400.00		
84578	10/19/2023	Open			Accounts Payable	Gentile, Caitlyn	\$15.00		
84579	10/19/2023	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$15,442.29		
84580	10/19/2023	Open			Accounts Payable	HDR Engineering, Inc	\$185,627.45		
84581	10/19/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$6,948.00		
84582	10/19/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$4,500.00		
84583	10/19/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$31,176.00		
84584	10/19/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$22,500.00		
84585	10/19/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$20,052.00		
84586	10/19/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$15,000.00		
84587	10/19/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$35,000.00		
84588	10/19/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$9,068.57		
84589	10/19/2023	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$219.71		
84590	10/19/2023	Open			Accounts Payable	J.J.R. Enterprises Inc	\$1,395.28		
84591	10/19/2023	Open			Accounts Payable	Jennifer Arbuckle	\$4,062.50		
84592	10/19/2023	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$566.60		
84593	10/19/2023	Open			Accounts Payable	Kevin Sharrah Designs	\$960.68		
84594	10/19/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$377,358.39		
84595	10/19/2023	Open			Accounts Payable	Kovacs, Cameron	\$15.00		
84596	10/19/2023	Open			Accounts Payable	Kruger, Christopher	\$246.00		
84597	10/19/2023	Open			Accounts Payable	L.N. CURTIS & SONS	\$41.97		
84598	10/19/2023	Open			Accounts Payable	Law Office of Gregory P. Einhorn	\$1,040.00		
84599	10/19/2023	Open			Accounts Payable	LeonJimenez, Jose	\$3,606.00		
84600	10/19/2023	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$92.56		
84601	10/19/2023	Open			Accounts Payable	LIFE ASSIST INC	\$13.60		
84602	10/19/2023	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$84.95		
84603	10/19/2023	Open			Accounts Payable	Lofi Cafe	\$392.50		
84604	10/19/2023	Open			Accounts Payable	Morgan Ridge Construction, Inc.	\$14,438.80		
84605	10/19/2023	Open			Accounts Payable	MORGAN TREE SERVICE	\$3,500.00		
84606	10/19/2023	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
84607	10/19/2023	Open			Accounts Payable	NCCSIF TREASURER	\$54,584.75		
84608	10/19/2023	Open			Accounts Payable	Northern California Glove & Safety	\$185.73		
84609	10/19/2023	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$4,863.46		
84610	10/19/2023	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$11,481.95		
84611	10/19/2023	Open			Accounts Payable	NORTHSTAR	\$392.00		
84612	10/19/2023	Open			Accounts Payable	NORTHSTAR	\$588.00		
84613	10/19/2023	Open			Accounts Payable	NORTHSTAR	\$98.00		
84614	10/19/2023	Open			Accounts Payable	Nutrien	\$3,937.95		
84615	10/19/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$139.99		
84616	10/19/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$58.19		
84617	10/19/2023	Open			Accounts Payable	Oroville Tow & Salvage	\$720.00		
84618	10/19/2023	Open			Accounts Payable	Pace Analytical Services, LLC	\$1,677.54		
84619	10/19/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$1,823.24		
84620	10/19/2023	Open			Accounts Payable	PARADISE POST	\$219.32		

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From Payment Date: 10/1/2023 - To Payment Date: 10/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84621	10/19/2023	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Cardoza, LLP	\$2,743.50		
84622	10/19/2023	Open			Accounts Payable	Psomas	\$24,241.44		
84623	10/19/2023	Open			Accounts Payable	Psomas	\$4,981.59		
84624	10/19/2023	Open			Accounts Payable	Psomas	\$80,798.66		
84625	10/19/2023	Open			Accounts Payable	Richard S. Petkus & Catherine Blazy	\$1,762.30		
84626	10/19/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$370.33		
84627	10/19/2023	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$180.00		
84628	10/19/2023	Open			Accounts Payable	Spherion Staffing	\$5,319.00		
84629	10/19/2023	Open			Accounts Payable	Stalker Radar Applied Concepts, Inc.	\$2,368.99		
84630	10/19/2023	Open			Accounts Payable	Stratti	\$10,220.60		
84631	10/19/2023	Open			Accounts Payable	T and S DVBE Inc.	\$616.34		
84632	10/19/2023	Open			Accounts Payable	Tahoe Pure Water Co.	\$67.50		
84633	10/19/2023	Open			Accounts Payable	The Ferguson Group	\$5,000.00		
84634	10/19/2023	Open			Accounts Payable	THOMAS ACE HARDWARE	\$171.21		
84635	10/19/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$111.55		
84636	10/19/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$488.73		
84637	10/19/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$69.10		
84638	10/19/2023	Open			Accounts Payable	THRIFTY ROOTER	\$260.00		
84639	10/19/2023	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$6,200.00		
84640	10/19/2023	Open			Accounts Payable	Tuck, Kevin	\$129.50		
84641	10/19/2023	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$90.00		
84642	10/19/2023	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$364.05		
84643	10/19/2023	Open			Accounts Payable	VERIZON WIRELESS	\$342.09		
84644	10/19/2023	Open			Accounts Payable	VERIZON WIRELESS	\$1,236.28		
84645	10/19/2023	Open			Accounts Payable	VERIZON WIRELESS	\$249.46		
84646	10/19/2023	Open			Accounts Payable	Wallis, Roy	\$246.00		
84647	10/19/2023	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$23,940.00		
84648	10/19/2023	Open			Accounts Payable	Westlake Ace Hardware	\$871.59		
84649	10/19/2023	Open			Accounts Payable	WILSON PRINTING	\$82.49		
84650	10/19/2023	Open			Accounts Payable	Wood, Montana, S	\$456.01		
84651	10/30/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,310.28		
84652	10/30/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$848.29		
Type Check Totals:									
EFT									
205 Transactions							\$2,494,840.66		
1482	10/02/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$56,921.36		
1486	10/10/2023	Open			Accounts Payable	CALPERS	\$147,622.62		
1487	10/13/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$57,560.96		
1488	10/13/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,133.85		
1489	10/13/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$9,950.76		
1490	10/13/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$36,177.73		
1491	10/26/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$12,277.59		
1492	10/26/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$42,719.14		
1493	10/30/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$58,567.42		

# Payment Register

From Payment Date: 10/1/2023 - To Payment Date: 10/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1494	10/30/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$9,950.76		
Type EFT Totals:									
AP - US Bank TOP AP Checking Totals							\$441,882.19		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	205	\$2,494,840.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>205</b>	<b>\$2,494,840.66</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$441,882.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	<b>Total</b>	<b>10</b>	<b>\$441,882.19</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	215	\$2,936,722.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>215</b>	<b>\$2,936,722.85</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	205	\$2,494,840.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>205</b>	<b>\$2,494,840.66</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$441,882.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	<b>Total</b>	<b>10</b>	<b>\$441,882.19</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	215	\$2,936,722.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>215</b>	<b>\$2,936,722.85</b>	<b>\$0.00</b>



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(c)**

**Date: November 14, 2023**

**ORIGINATED BY:** Aimee Beleu, Finance Director/Town Treasurer  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Quarterly Investment Report  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

Review and file the 1st Quarter Investment Report for the Fiscal Year Ending June 30, 2024.

**Background:**

Attached is the report on the Town's cash and investments for the quarter ending September 30, 2023.

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.

The Town has historically utilized the State of California managed Local Agency Investment Fund (LAIF) for investment of General Fund cash in excess of immediately needed operating capital. LAIF provides for same day liquidity as funds can be transferred electronically through computer authorization between LAIF and the Town checking account. LAIF has also provided historically competitive yields, with a return of 3.61% for the period ending September 30, 2023.

To provide additional opportunity for asset diversification, during the quarter ending September 30, 2022, the Town began utilizing the California Cooperative Liquid Assets Securities System (California CLASS) in conjunction with the aforementioned investment accounts to hold short-term reserves. California CLASS is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement (JPA Agreement) by and among California public agencies. California CLASS provides the Town with a convenient method for investing in high-quality, short- to medium-term securities carefully selected to optimize interest earnings while maximizing safety and liquidity. The California CLASS Prime fund has provided the Town with an opportunity to strengthen and diversify its cash management programs in accordance with the safety, liquidity, and yield hierarchy that governs the investment of public funds. During the third quarter of the fiscal year, CLASS has provided a very competitive yield, with a return of 5.52% for the quarter ending September 30, 2023.

In July 2020, the Town received a net settlement from PG&E related to the 2018 Camp Fire in the amount of \$219,187,262. Since that time, the Town continues to utilize three investment vehicles to manage these funds. Securities purchases are held in a custodial account with US Bank. The Town has contracted with Meeder Investments to assist with management of these funds. Excess funds that are not invested in specific securities are held in the State of California managed Local Agency Investment Fund (LAIF) and California CLASS. Future use of these funds continues to be evaluated through a long-term fiscal sustainability model. Based on current rebuild rates and revenue growth trends, at this time it is expected that at least 80% of the total fund balance will be required to be utilized for long-term revenue backfill to ensure continued fiscal sustainability. US Bank Custodial has provided yields of 1.64% for the quarter ending September 30, 2023.

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 statement from September 2023 is not available yet. Entries are rolled from June 30, 2023.

**Financial Impact:**

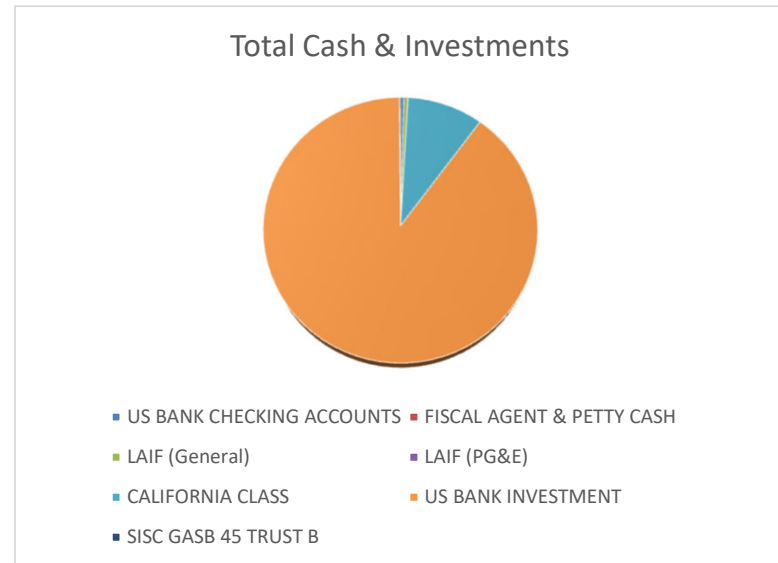
Total investment earnings for the quarter ending September 30, 2023 are estimated at \$673,966, as the investment revenue from SISC are not yet available.



TOWN OF PARADISE  
 QUARTERLY SUMMARY OF INVESTMENTS  
 QUARTER ENDING  
 September 30, 2023

Investments Accounts		Current Quarter	Prior Quarter	Net Change	Current Quarter	Prior Quarter	Net Change
		September	June		September	June	
		Book Value	Book Value		Market Value	Market Value	
LAIF (General)	Savings	1,041,194	1,330,757	(289,563)	1,041,194	1,330,757	(289,563)
LAIF (PG&E)	Savings	47,804	47,431	372	47,804	47,431	372
CALIFORNIA CLASS	Savings	20,002,252	1,695,854	18,306,398	20,002,252	1,695,854	18,306,398
US BANK INVESTMENT	Various	194,239,778	195,611,333	(1,371,555)	181,853,441	182,410,999	(557,558)
SISC GASB 45 TRUST B	Various	281,643	281,643	-	281,643	281,643	-
		215,612,670	198,967,017	16,645,653	203,226,333	185,766,684	17,459,649

Investments Accounts	Yield	Current Quarter	Prior Quarter
		September	June
		Interest Earnings	Interest Earnings
LAIF (General)	3.61%	10,181	10,437
LAIF (PG&E)	3.61%	431	372
CALIFORNIA CLASS	5.52%	106,397	34,337
US BANK INVESTMENT	1.64%	549,518	588,821
SISC GASB 45 TRUST B - Delayed	0.00%	7,439	7,439
		673,966	641,407



**INVESTMENT BALANCES AT A GLANCE**  
 For Quarter Ended September 30, 2023  
**Total Cash & Investments**

US BANK CHECKING ACCOUNTS	879,086
FISCAL AGENT & PETTY CASH	1,350
LAIF (General)	1,041,194
LAIF (PG&E)	47,804
CALIFORNIA CLASS	20,002,252
US BANK INVESTMENT	194,239,778
SISC GASB 45 TRUST B	281,643
	216,493,106

\*Book Value: holding investments until sale date  
 \*\*Market Value: if all investments were sold today

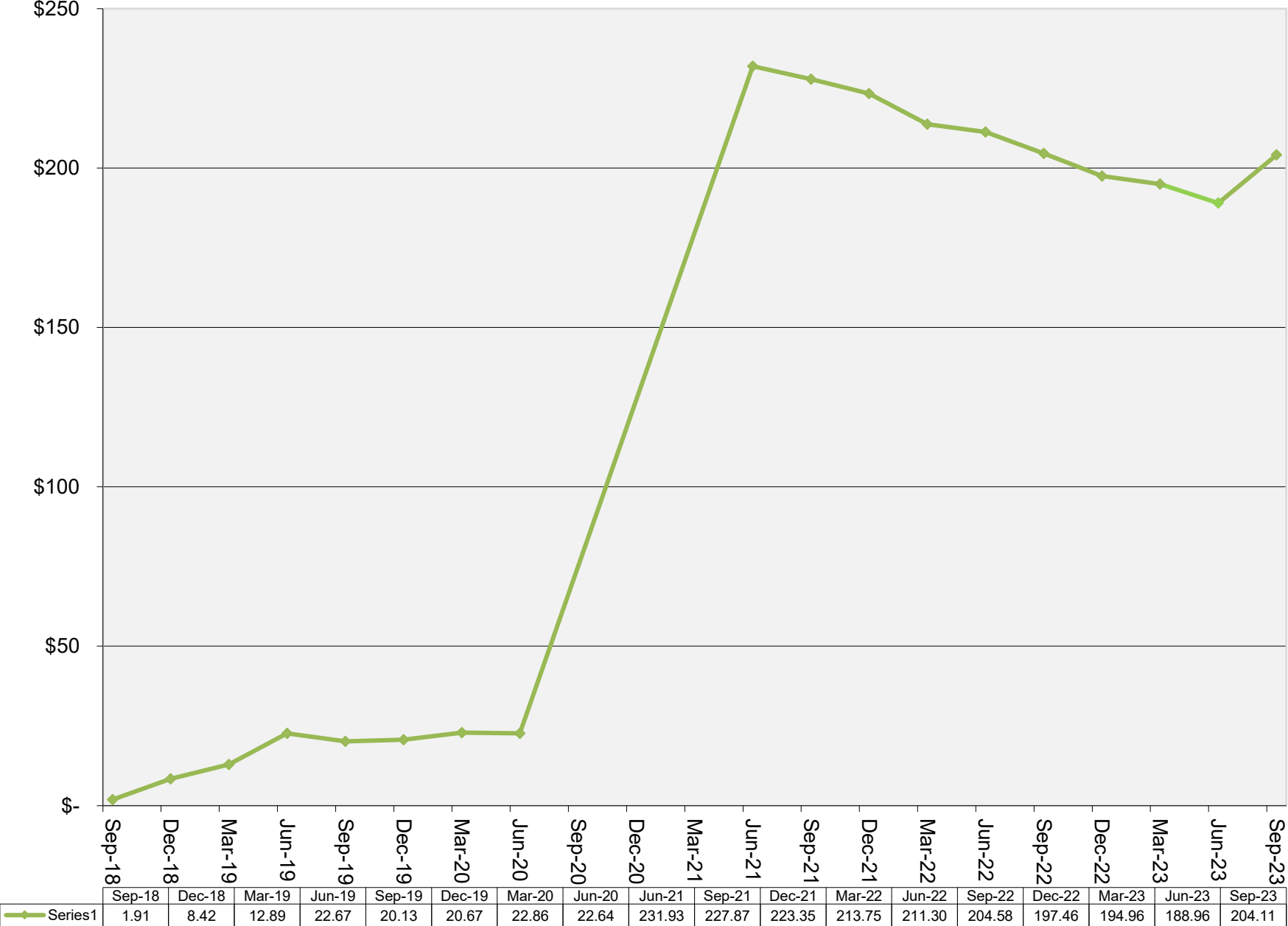
In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months. Investments in the report meet the requirements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

/s/  
 Aimee Beleu  
 Finance Director/Town Treasurer

# TOWN OF PARADISE

## Timeline of Investment Market Value Balances (in millions)

### From Fiscal Year 2017/18 to Fiscal Year 2023/24





## **Town of Paradise Operating Account**

Quarterly Investment Report  
September 30, 2023

**Your Investment Representative:**

Jim McCourt  
(614) 923-1151  
jmccourt@meederinvestment.com

For questions about your account please contact your investment representative or contact [publicfundsoperations@meederinvestment.com](mailto:publicfundsoperations@meederinvestment.com)  
**Dublin, Ohio | Lansing, Michigan | Long Beach, California | Austin, Texas | 866-633-3371 | [www.meederpublicfunds.com](http://www.meederpublicfunds.com)**

**PORTFOLIO SUMMARY**

As of September 30, 2023



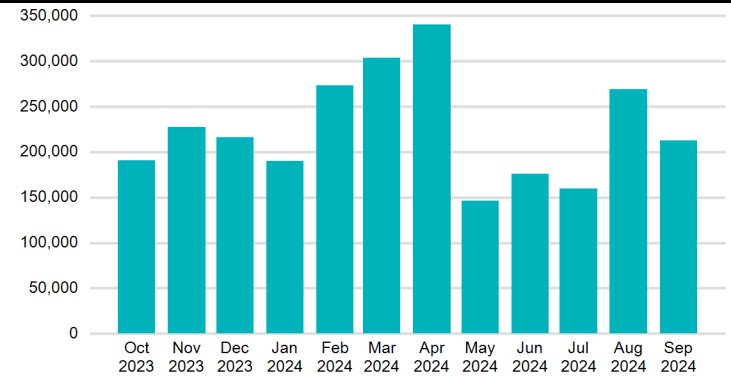
**QUARTERLY RECONCILIATION**

<b>Beginning Book Value</b>	<b>195,611,332.71</b>
Contributions	2,477,943.35
Withdrawals	(4,377,943.35)
Prior Month Management Fees	(16,500.00)
Prior Month Custodian Fees	(4,572.12)
Realized Gains/Losses	(39,288.74)
Purchased Interest	(68,215.96)
Gross Interest Earnings	657,022.27
<b>Ending Book Value</b>	<b>194,239,778.16</b>

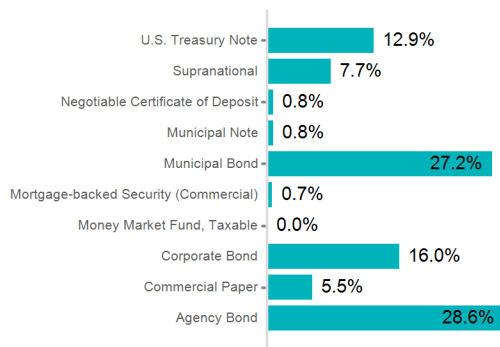
**PORTFOLIO CHARACTERISTICS**

Portfolio Yield to Maturity	1.64%
Portfolio Effective Duration	1.96 yrs
Weighted Average Maturity	2.09 yrs
Weighted Average Life	2.08 yrs

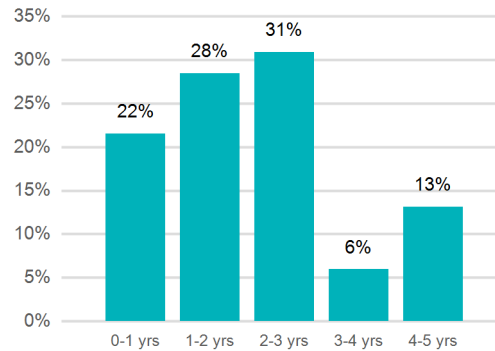
**PROJECTED MONTHLY INCOME SCHEDULE**



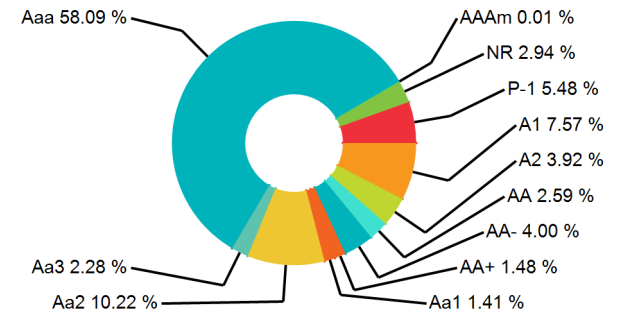
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY**



Town of Paradise Operating Account  
**PROJECTED INCOME SCHEDULE**  
 As of September 30, 2023



CUSIP	SECURITY DESCRIPTION	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024
023135BW5	Amazon.com, Inc. 0.450% 05/12/2024		4,500						5,280				
023135CF1	Amazon.com, Inc. 3.300% 04/13/2027	33,000						33,000					
03667PHD7	Antelope Valley Community College District 0.545% 08/01/2024					613						613	
03667PHE5	Antelope Valley Community College District 0.866% 08/01/2025					736						736	
037833DB3	Apple Inc. 2.900% 09/12/2027						14,500						14,500
037833EB2	Apple Inc. 0.700% 02/08/2026					17,500						17,500	
05580AE67	BMW Bank of North America 0.650% 10/08/2024	811						811					
119174AC4	Buena Park, City of 0.595% 07/01/2024				2,975						2,975		
13034AL65	California Infrastructure and Economic Development Bank 0.765% 10/01/2025	3,825						3,825					
13063DC48	California, State of 1.700% 02/01/2028					7,650						7,650	
13063DGB8	California, State of 3.375% 04/01/2025	8,016						8,016					
13607EC15	Canadian Imperial Holdings Inc. 03/01/2024						79,025						
14913R2P1	Caterpillar Financial Services Corporation 0.600% 09/13/2024						2,700						2,309
14913R2Q9	Caterpillar Financial Services Corporation 1.150% 09/14/2026						14,375						14,375
155105NM7	Central School District School Facilities Corporation 1.022% 08/01/2024					715						715	
17330Y4T4	Citigroup Global Markets Holdings Inc. 5.500% 10/31/2023	37,125											

Town of Paradise Operating Account  
**PROJECTED INCOME SCHEDULE**

As of September 30, 2023



CUSIP	SECURITY DESCRIPTION	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024
20056XAA6	Commerce, City of 0.667% 08/01/2024					1,751						1,751	
20056XAC2	Commerce, City of 1.212% 08/01/2026					3,182						3,182	
206849GM7	Conejo Valley Unified School District 0.702% 08/01/2024					702						702	
206849GN5	Conejo Valley Unified School District 0.974% 08/01/2025					998						998	
20772KNX3	Connecticut, State of 1.123% 06/01/2026			12,353						12,353			
21969AAE2	Corona, City of 1.361% 05/01/2026		13,100						13,100				
21976THG0	Corona-Norco Unified School District 0.667% 09/01/2024						8,271						8,271
223047AC5	Covina, City of 0.738% 08/01/2024					3,690						4,200	
24422EWD7	John Deere Capital Corporation 2.350% 03/08/2027						17,625						17,625
3130AKQF6	FHLB 0.400% 01/27/2025				5,000						5,000		
3130ATUS4	FHLB 4.250% 12/10/2027			14,875						14,875			
3133EMDZ2	FFCB 0.520% 10/21/2025	13,000						13,000					
3133EMMR0	FFCB 0.470% 01/12/2026				5,499						5,499		
3133EPNH4	FFCB 3.875 06/21/2028			21,313						21,313			
3134GXCV4	FMCC 0.500% 05/30/2025		12,500						12,500				
3134GXDZ4	FMCC 0.450% 11/25/2024		6,750						6,750				
3134GXFA7	FMCC 0.650% 11/26/2025		9,750						9,750				
3134GXFV1	FMCC 0.625% 12/17/2025			7,813						7,813			
3134GXJQ8	FMCC 0.320% 01/06/2025				2,800						2,800		
3134GXKU7	FMCC 0.375% 01/29/2025				6,563						6,563		
3135G06E8	FNMA 0.420% 11/18/2024		10,500						10,500				

Town of Paradise Operating Account  
**PROJECTED INCOME SCHEDULE**  
 As of September 30, 2023



CUSIP	SECURITY DESCRIPTION	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024
3135G06Q1	FNMA 0.640% 12/30/2025			9,600						9,600			
3135G06R9	FNMA 0.550% 01/28/2026				8,250						8,250		
3135GA2A8	FNMA 0.580% 10/28/2025	14,500						14,500					
3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	4,505	4,437	4,369	4,300	4,231	4,162	4,092	4,023	3,952	3,882	3,811	3,740
31422B6K1	AGM 0.480% 01/15/2026				8,400						8,400		
38149MZJ5	Goldman Sachs Bank USA Holdings LLC 1.050% 09/08/2026						1,304						1,318
419792ZL3	Hawaii, State of 0.852% 10/01/2025	21,300						21,300					
45818WDD5	IADB 0.39% 04/16/2024	5,850						5,580					
459058JA2	IBRD 0.750% 03/11/2025						11,813						11,813
459058JL8	IBRD 0.500% 10/28/2025	12,500						12,500					
459058JS3	IBRD 0.650% 02/10/2026					6,500						6,500	
45950VPU4	IFC 0.75% 03/23/2026						7,500						7,500
478160CN2	Johnson & Johnson 0.550% 09/01/2025						8,250						8,250
48133PDZ3	JPMorgan Chase Financial Company LLC 5.000% 02/29/2024				25,000	4,028							
482124SN5	Jurupa Unified School District 0.625% 08/01/2024					1,563						1,563	
482124SP0	Jurupa Unified School District 1.059% 08/01/2025					2,648						2,648	
50420BDE9	La Quinta, City of 1.168% 09/01/2025						11,680						11,680
546417DQ6	State of Louisiana 0.840% 06/01/2025			1,680						1,680			
56781RJJ7	Marin Community College District 5.000% 08/01/2025					57,000						57,000	
574193TR9	Maryland, State of 0.660% 08/01/2025					9,900						9,900	
62479LD51	MUFG Bank, Ltd. 04/05/2024							184,371					

Town of Paradise Operating Account  
**PROJECTED INCOME SCHEDULE**

As of September 30, 2023



CUSIP	SECURITY DESCRIPTION	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024
62479MYQ0	MUFG Bank, Ltd. 11/24/2023		78,161										
62479MZ63	MUFG Bank, Ltd. 12/06/2023			34,426									
626905PP2	Murrieta Valley Unified School District 0.698% 09/01/2024						1,745						1,745
649447VM8	Flagstar Bank, National Association. 0.650% 09/10/2024						807						1,252
649791RA0	New York, State of 0.910% 03/15/2025						4,550						4,550
68609TWD6	Oregon, State of 0.895% 05/01/2025		7,831						7,831				
69371RR99	PACCAR Financial Corp. 3.550% 08/11/2025					35,500						35,500	
696735QQ5	Palmdale School District 1.071% 08/01/2026					1,339						1,339	
742651DY5	PEFCO 1.400% 07/15/2028				20,475						20,475		
742651DZ2	PEFCO 3.900% 10/15/2027	29,835						33,150					
757696AQ2	Redondo Beach - Community Financing Authority, City of 0.741% 05/01/2024		5,317						5,317				
7954507A7	Sallie Mae Bank 1.000% 07/14/2026				1,250						1,237		
797299MM3	San Diego, City of 1.450% 10/15/2024	6,525						6,525					
797412DM2	San Diego County Water Authority 0.743% 05/01/2025		3,994						3,994				
797412EK5	San Diego County Water Authority 0.593% 05/01/2024		1,987						(352)				
797412EL3	San Diego County Water Authority 0.593% 05/01/2024		978						(173)				
797686EL2	San Francisco Municipal Transportation Agency 0.389% 03/01/2024						2,322						



Town of Paradise Operating Account  
**PROJECTED INCOME SCHEDULE**  
 As of September 30, 2023



CUSIP	SECURITY DESCRIPTION	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024
79771FFM4	San Francisco, City & County of 0.723% 11/01/2024		542						542				
79771FFP7	San Francisco, City & County of 0.723% 11/01/2024		4,718						4,718				
79773KBF0	San Francisco, City & County of 0.616% 06/15/2024			770						770			
79773KBG8	San Francisco, City & County of 0.766% 06/15/2025			766						766			
798153ND0	San Jose, City of 0.844% 06/01/2024			2,975						(2,757)			
798186N73	San Jose Unified School District 0.383% 08/01/2024					1,025						1,025	
798186N81	San Jose Unified School District 0.558% 08/01/2025					2,790						2,790	
80182AAE9	Santa Cruz, County of 1.024% 06/01/2026			10,931						10,931			
802649TH6	Santa Rosa, City of 0.827% 09/01/2024						4,135						(6,275)
802649TJ2	Santa Rosa, City of 0.977% 09/01/2025						7,474						7,474
87165HC32	Synchrony Bank 0.550% 09/03/2024						683						1,437
880591EZ1	TVA 3.875% 03/15/2028						40,688						40,688
89235MLN9	Toyota Financial Savings Bank 0.650% 09/09/2024						807						1,438
89236THU2	Toyota Motor Credit Corporation 0.450% 01/11/2024				4,840								
89236TJG1	Toyota Motor Credit Corporation 0.500% 06/14/2024			3,750						3,750			
89236TJZ9	Toyota Motor Credit Corporation 3.050% 03/22/2027						26,688						26,688
9128284N7	UST 2.875% 05/15/2028		31,625						31,625				
91282CCP4	UST 0.625% 07/31/2026				7,813						7,813		

Town of Paradise Operating Account  
**PROJECTED INCOME SCHEDULE**  
 As of September 30, 2023



CUSIP	SECURITY DESCRIPTION	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024
91282CCW9	UST 0.750% 08/31/2026					9,375						9,375	
91282CCZ2	UST 0.875% 09/30/2026						12,906						12,906
91282CEW7	UST 3.250% 06/30/2027			40,625						40,625			
91282CFM8	UST 4.125% 09/30/2027						19,594						19,594
91282CGH8	UST 3.500% 01/31/2028				35,000						35,000		
91282CGP0	UST 4.000% 02/29/2028					44,500						44,500	
91282CHK0	UST 4.000% 06/30/2028			50,000						50,000			
91282CHQ7	UST 4.125% 07/31/2028				51,563						51,563		
91282CHX2	UST 4.375% 08/31/2028					44,844						44,844	
91412HGE7	The Regents of the University of California 0.883% 05/15/2025		25,519						25,519				
91412HJL8	The Regents of the University of California 0.670% 05/15/2025		5,025						5,025				
969268DF5	William S. Hart Union High School District 0.607% 08/01/2024					6,829						6,829	
969268DG3	William S. Hart Union High School District 0.757% 08/01/2025					3,785						3,785	
<b>TOTAL</b>		<b>190,792</b>	<b>227,233</b>	<b>216,245</b>	<b>189,727</b>	<b>273,392</b>	<b>303,602</b>	<b>340,670</b>	<b>145,947</b>	<b>175,671</b>	<b>159,455</b>	<b>269,454</b>	<b>212,876</b>

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
<b>Cash and Cash Equivalents</b>											
00266CASH	LAIF-PG&E	9/29/2023 9/29/2023	\$47,803.58	\$47,803.58	\$47,803.58	3.61%	0.003 0.003	\$1.00 \$47,803.58	\$0.00	0.02%	NR
31846V567	First American Funds, Inc.	9/29/2023 9/29/2023	\$26,367.94	\$26,367.94	\$26,367.94	5.22%	0.003 0.003	\$1.00 \$26,367.94	\$0.00	0.01%	AAAm
00343CASH	California CLASS Prime Fund	9/29/2023 9/29/2023	\$20,002,251.61	\$20,002,251.61	\$20,002,251.61	5.52%	0.003 0.003	\$1.00 \$20,002,251.61	\$0.00	9.91%	
<b>SubTotal</b>			<b>\$20,076,423.13</b>	<b>\$20,076,423.13</b>	<b>\$20,076,423.13</b>	<b>5.51%</b>		<b>\$20,076,423.13</b>	<b>\$0.00</b>	<b>9.94%</b>	
<b>Agency Bond</b>											
3135G06E8	FNMA 0.420% 11/18/2024	11/23/2020 11/24/2020	\$5,000,000.00	\$4,996,250.00	\$4,996,250.00	0.44%	1.140 1.106	\$94.30 \$4,714,750.00	(\$281,500.00)	2.34%	Aaa AA+
3134GXDZ4	FMCC 0.450% 11/25/2024	11/25/2020 11/30/2020	\$3,000,000.00	\$2,999,550.00	\$2,999,550.00	0.45%	1.159 1.125	\$94.25 \$2,827,410.00	(\$172,140.00)	1.40%	Aaa AA+
3134GXJQ8	FMCC 0.320% 01/06/2025	1/27/2021 1/28/2021	\$1,750,000.00	\$1,749,125.00	\$1,749,125.00	0.33%	1.274 1.238	\$93.49 \$1,636,075.00	(\$113,050.00)	0.81%	Aaa AA+
3130AKQF6	FHLB 0.400% 01/27/2025	1/19/2021 1/27/2021	\$2,500,000.00	\$2,499,250.00	\$2,499,250.00	0.41%	1.332 1.293	\$93.34 \$2,333,550.00	(\$165,700.00)	1.16%	Aaa AA+
3134GXKU7	FMCC 0.375% 01/29/2025	1/11/2021 1/29/2021	\$3,500,000.00	\$3,495,450.00	\$3,495,450.00	0.41%	1.337 1.298	\$93.29 \$3,265,045.00	(\$230,405.00)	1.62%	Aaa AA+
3134GXCV4	FMCC 0.500% 05/30/2025	11/19/2020 11/30/2020	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	0.50%	1.668 1.618	\$92.36 \$4,618,150.00	(\$381,850.00)	2.29%	Aaa AA+
3133EMDZ2	FFCB 0.520% 10/21/2025	11/19/2020 11/20/2020	\$5,000,000.00	\$4,986,000.00	\$4,986,000.00	0.58%	2.063 1.995	\$90.72 \$4,536,000.00	(\$450,000.00)	2.25%	Aaa AA+
3135GA2A8	FNMA 0.580% 10/28/2025	12/21/2020 12/22/2020	\$5,000,000.00	\$5,013,800.00	\$5,013,800.00	0.43%	2.082 2.012	\$90.76 \$4,538,050.00	(\$475,750.00)	2.25%	Aaa AA+
3134GXFA7	FMCC 0.650% 11/26/2025	11/24/2020 11/30/2020	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	0.65%	2.162 2.088	\$90.70 \$2,721,120.00	(\$278,880.00)	1.35%	Aaa AA+
3134GXFV1	FMCC 0.625% 12/17/2025	12/3/2020 12/17/2020	\$2,500,000.00	\$2,498,750.00	\$2,498,750.00	0.64%	2.219 2.145	\$90.27 \$2,256,725.00	(\$242,025.00)	1.12%	Aaa AA+
3135G06Q1	FNMA 0.640% 12/30/2025	12/23/2020 12/30/2020	\$3,000,000.00	\$3,003,750.00	\$3,003,750.00	0.61%	2.255 2.333	\$90.18 \$2,705,250.00	(\$298,500.00)	1.34%	Aaa AA+
3133EMMR0	FFCB 0.470% 01/12/2026	1/5/2021 1/12/2021	\$2,340,000.00	\$2,336,536.80	\$2,336,536.80	0.50%	2.290 2.218	\$89.71 \$2,099,284.20	(\$237,252.60)	1.04%	Aaa AA+

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
31422B6K1	AGM 0.480% 01/15/2026	1/7/2021 1/15/2021	\$3,500,000.00	\$3,496,500.00	\$3,496,500.00	0.50%	2.299 2.231	\$90.54 \$3,169,005.00	(\$327,495.00)	1.57%	
3135G06R9	FNMA 0.550% 01/28/2026	1/5/2021 1/28/2021	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	0.55%	2.334 2.258	\$89.72 \$2,691,600.00	(\$308,400.00)	1.33%	Aaa AA+
742651DZ2	PEFCO 3.900% 10/15/2027	6/14/2023 6/16/2023	\$1,700,000.00	\$1,680,883.50 \$7,919.17	\$1,688,802.67	4.19%	4.047 3.623	\$96.42 \$1,639,106.00	(\$41,777.50)	0.81%	Aaa AA+
3130ATUS4	FHLB 4.250% 12/10/2027	12/20/2022 12/21/2022	\$700,000.00	\$710,829.00	\$710,829.00	3.90%	4.200 3.746	\$98.18 \$687,232.00	(\$23,597.00)	0.34%	Aaa AA+
880591EZ1	TVA 3.875% 03/15/2028	3/28/2023 3/30/2023	\$2,100,000.00	\$2,088,678.90	\$2,088,678.90	4.00%	4.463 4.027	\$96.45 \$2,025,387.00	(\$63,291.90)	1.00%	Aaa AA+
3133EPNH4	FFCB 3.875 06/21/2028	6/15/2023 6/21/2023	\$1,100,000.00	\$1,095,105.00	\$1,095,105.00	3.97%	4.732 4.207	\$96.06 \$1,056,693.00	(\$38,412.00)	0.52%	Aaa AA+
742651DY5	PEFCO 1.400% 07/15/2028	9/8/2023 9/12/2023	\$2,925,000.00	\$2,532,336.30 \$6,483.75	\$2,538,820.05	4.52%	4.797 4.512	\$85.74 \$2,507,748.75	(\$24,587.55)	1.24%	Aaa AA+
<b>SubTotal</b>			<b>\$56,615,000.00</b>	<b>\$56,182,794.50</b> <b>\$14,402.92</b>	<b>\$56,197,197.42</b>	<b>1.06%</b>		<b>\$52,028,180.95</b>	<b>(\$4,154,613.55)</b>	<b>25.77%</b>	
<b>Commercial Paper</b>											
62479MYQ0	MUFG Bank, Ltd. 11/24/2023	2/27/2023 2/27/2023	\$2,008,000.00	\$1,929,838.60	\$1,929,838.60	5.40%	0.153 0.152	\$99.15 \$1,990,952.08	\$61,113.48	0.99%	P-1 A-1
62479MZ63	MUFG Bank, Ltd. 12/06/2023	5/31/2023 6/2/2023	\$1,205,000.00	\$1,170,573.82	\$1,170,573.82	5.66%	0.186 0.183	\$98.95 \$1,192,347.50	\$21,773.68	0.59%	P-1 A-1
13607EC15	Canadian Imperial Holdings Inc. 03/01/2024	6/13/2023 6/14/2023	\$2,000,000.00	\$1,920,975.00	\$1,920,975.00	5.67%	0.422 0.431	\$97.66 \$1,953,132.00	\$32,157.00	0.97%	P-1 A-1
62479LD51	MUFG Bank, Ltd. 04/05/2024	8/10/2023 8/11/2023	\$4,980,000.00	\$4,795,629.33	\$4,795,629.33	5.82%	0.518 0.505	\$96.96 \$4,828,359.00	\$32,729.67	2.39%	P-1 A-1
<b>SubTotal</b>			<b>\$10,193,000.00</b>	<b>\$9,817,016.75</b>	<b>\$9,817,016.75</b>	<b>5.69%</b>		<b>\$9,964,790.58</b>	<b>\$147,773.83</b>	<b>4.94%</b>	
<b>Corporate Bond</b>											
17330Y4T4	Citigroup Global Markets Holdings Inc. 5.500% 10/31/2023	10/26/2022 10/31/2022	\$2,700,000.00	\$2,700,000.00	\$2,700,000.00	5.50%	0.088 0.084	\$99.26 \$2,679,885.00	(\$20,115.00)	1.33%	A2 A
89236THU2	Toyota Motor Credit Corporation 0.450% 01/11/2024	1/7/2021 1/11/2021	\$4,000,000.00	\$4,004,160.00	\$4,004,160.00	0.42%	0.285 0.279	\$98.56 \$3,942,240.00	(\$61,920.00)	1.95%	A1 A+

Town of Paradise Operating Account

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
48133PDZ3	JPMorgan Chase Financial Company LLC 5.000% 02/29/2024	1/26/2023 1/31/2023	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	4.99%	0.419 0.417	\$100.00 \$1,000,000.00	\$0.00	0.50%	A1 A-
023135BW5	Amazon.com, Inc. 0.450% 05/12/2024	5/11/2021 5/13/2021	\$2,000,000.00	\$1,999,220.00	\$1,999,220.00	0.46%	0.619 0.603	\$96.92 \$1,938,360.00	(\$60,860.00)	0.96%	A1 AA
89236TJG1	Toyota Motor Credit Corporation 0.500% 06/14/2024	6/4/2021 6/14/2021	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	0.50%	0.710 0.690	\$96.38 \$1,445,715.00	(\$54,285.00)	0.72%	A1 A+
14913R2P1	Caterpillar Financial Services Corporation 0.600% 09/13/2024	9/9/2021 9/14/2021	\$420,000.00	\$420,151.20	\$420,151.20	0.59%	0.959 0.933	\$95.41 \$400,722.00	(\$19,429.20)	0.20%	A2 A
14913R2P1	Caterpillar Financial Services Corporation 0.600% 09/13/2024	9/8/2021 9/14/2021	\$480,000.00	\$480,240.00	\$480,240.00	0.58%	0.959 0.933	\$95.41 \$457,968.00	(\$22,272.00)	0.23%	A2 A
69371RR99	PACCAR Financial Corp. 3.550% 08/11/2025	8/10/2022 8/12/2022	\$2,000,000.00	\$2,002,020.00	\$2,002,020.00	3.51%	1.868 1.768	\$96.71 \$1,934,160.00	(\$67,860.00)	0.96%	A1 A+
478160CN2	Johnson & Johnson 0.550% 09/01/2025	1/12/2021 1/14/2021	\$3,000,000.00	\$2,992,050.00	\$2,992,050.00	0.61%	1.926 1.868	\$91.44 \$2,743,200.00	(\$248,850.00)	1.36%	Aaa AAA
037833EB2	Apple Inc. 0.700% 02/08/2026	2/2/2021 2/8/2021	\$5,000,000.00	\$4,988,750.00	\$4,988,750.00	0.75%	2.364 2.285	\$90.06 \$4,503,100.00	(\$485,650.00)	2.23%	Aaa AA+
14913R2Q9	Caterpillar Financial Services Corporation 1.150% 09/14/2026	9/17/2021 9/21/2021	\$2,500,000.00	\$2,506,275.00	\$2,506,275.00	1.10%	2.962 2.840	\$88.99 \$2,224,800.00	(\$281,475.00)	1.10%	A2 A
24422EWD7	John Deere Capital Corporation 2.350% 03/08/2027	3/8/2022 3/10/2022	\$1,500,000.00	\$1,497,345.00	\$1,497,345.00	2.39%	3.441 3.224	\$90.60 \$1,358,985.00	(\$138,360.00)	0.67%	A2 A
89236TJZ9	Toyota Motor Credit Corporation 3.050% 03/22/2027	3/18/2022 3/22/2022	\$1,750,000.00	\$1,757,752.50	\$1,757,752.50	2.95%	3.479 3.229	\$92.68 \$1,621,812.50	(\$135,940.00)	0.80%	A1 A+
023135CF1	Amazon.com, Inc. 3.300% 04/13/2027	5/17/2022 5/19/2022	\$2,000,000.00	\$1,982,220.00	\$1,982,220.00	3.50%	3.540 3.204	\$94.05 \$1,881,000.00	(\$101,220.00)	0.93%	A1 AA
037833DB3	Apple Inc. 2.900% 09/12/2027	1/30/2023 2/1/2023	\$1,000,000.00	\$946,510.00	\$946,510.00	4.19%	3.956 3.618	\$92.27 \$922,730.00	(\$23,780.00)	0.46%	Aaa AA+
<b>SubTotal</b>			<b>\$30,850,000.00</b>	<b>\$30,776,693.70</b>	<b>\$30,776,693.70</b>	<b>1.94%</b>		<b>\$29,054,677.50</b>	<b>(\$1,722,016.20)</b>	<b>14.39%</b>	

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
<b>Mortgage-backed Security (Commercial)</b>											
3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	8/15/2023 8/18/2023	\$1,250,000.00	\$1,222,656.25	\$1,222,656.25	4.94%	4.759 2.347	\$96.46 \$1,205,775.00	(\$16,881.25)	0.60%	Aaa AA+
<b>SubTotal</b>			<b>\$1,250,000.00</b>	<b>\$1,222,656.25</b>	<b>\$1,222,656.25</b>	<b>4.94%</b>		<b>\$1,205,775.00</b>	<b>(\$16,881.25)</b>	<b>0.60%</b>	
<b>Municipal Bond</b>											
797686EL2	San Francisco Municipal Transportation Agency 0.389% 03/01/2024	9/16/2021 9/20/2021	\$500,000.00	\$498,650.00	\$498,650.00	0.50%	0.422 0.412	\$97.86 \$489,280.00	(\$9,370.00)	0.24%	Aa3 A+
757696AQ2	Redondo Beach - Community Financing Authority, City of 0.741% 05/01/2024	7/2/2021 7/15/2021	\$1,435,000.00	\$1,435,000.00	\$1,435,000.00	0.74%	0.589 0.572	\$97.13 \$1,393,829.85	(\$41,170.15)	0.69%	AA
797412EL3	San Diego County Water Authority 0.593% 05/01/2024	8/18/2023 8/18/2023	\$330,000.00	\$331,151.70	\$331,151.70	0.51%	0.589 0.573	\$97.18 \$320,707.20	(\$10,444.50)	0.16%	AAA
797412EK5	San Diego County Water Authority 0.593% 05/01/2024	8/18/2023 8/18/2023	\$670,000.00	\$672,338.30	\$672,338.30	0.51%	0.589 0.573	\$97.16 \$650,965.30	(\$21,373.00)	0.32%	NR
798153ND0	San Jose, City of 0.844% 06/01/2024	4/16/2021 4/20/2021	\$705,000.00	\$710,731.65	\$710,731.65	0.58%	0.674 0.654	\$96.76 \$682,165.05	(\$28,566.60)	0.34%	Aa2 AA
79773KBF0	San Francisco, City & County of 0.616% 06/15/2024	11/20/2020 12/8/2020	\$250,000.00	\$250,000.00	\$250,000.00	0.62%	0.712 0.693	\$96.58 \$241,452.50	(\$8,547.50)	0.12%	Aaa AAA
119174AC4	Buena Park, City of 0.595% 07/01/2024	8/18/2021 8/31/2021	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	0.60%	0.756 0.736	\$96.22 \$962,190.00	(\$37,810.00)	0.48%	AA+
969268DF5	William S. Hart Union High School District 0.607% 08/01/2024	12/10/2020 12/23/2020	\$2,250,000.00	\$2,250,000.00	\$2,250,000.00	0.61%	0.841 0.819	\$96.07 \$2,161,462.50	(\$88,537.50)	1.07%	Aa2
798186N73	San Jose Unified School District 0.383% 08/01/2024	1/8/2021 1/20/2021	\$535,000.00	\$535,000.00	\$535,000.00	0.38%	0.841 0.819	\$95.87 \$512,904.50	(\$22,095.50)	0.25%	Aaa AA+

Town of Paradise Operating Account

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
482124SN5	Jurupa Unified School District 0.625% 08/01/2024	4/13/2021 5/4/2021	\$500,000.00	\$500,000.00	\$500,000.00	0.63%	0.841 0.818	\$95.95 \$479,735.00	(\$20,265.00)	0.24%	Aa3
03667PHD7	Antelope Valley Community College District 0.545% 08/01/2024	8/11/2021 8/31/2021	\$225,000.00	\$225,000.00	\$225,000.00	0.55%	0.841 0.818	\$95.92 \$215,824.50	(\$9,175.50)	0.11%	Aa2 AA
20056XAA6	Commerce, City of 0.667% 08/01/2024	8/25/2021 8/31/2021	\$525,000.00	\$525,000.00	\$525,000.00	0.67%	0.841 0.816	\$95.71 \$502,482.75	(\$22,517.25)	0.25%	AA-
206849GM7	Conejo Valley Unified School District 0.702% 08/01/2024	9/1/2021 9/22/2021	\$200,000.00	\$200,000.00	\$200,000.00	0.70%	0.841 0.818	\$95.97 \$191,940.00	(\$8,060.00)	0.10%	Aa3
223047AC5	Covina, City of 0.738% 08/01/2024	10/6/2021 10/8/2021	\$1,000,000.00	\$999,490.00	\$999,490.00	0.76%	0.841 0.816	\$95.81 \$958,060.00	(\$41,430.00)	0.47%	AA
155105NM7	Central School District School Facilities Corporation 1.022% 08/01/2024	11/17/2021 12/9/2021	\$140,000.00	\$140,000.00	\$140,000.00	1.02%	0.841 0.817	\$96.30 \$134,824.20	(\$5,175.80)	0.07%	Aa3 AA
802649TH6	Santa Rosa, City of 0.827% 09/01/2024	11/24/2020 12/1/2020	\$1,000,000.00	\$1,010,410.00	\$1,010,410.00	0.55%	0.926 0.900	\$95.77 \$957,710.00	(\$52,700.00)	0.47%	AA
21976THG0	Corona-Norco Unified School District 0.667% 09/01/2024	4/23/2021 5/13/2021	\$2,480,000.00	\$2,480,000.00	\$2,480,000.00	0.67%	0.926 0.900	\$95.42 \$2,366,391.20	(\$113,608.80)	1.17%	AA-
626905PP2	Murrieta Valley Unified School District 0.698% 09/01/2024	7/15/2021 7/28/2021	\$500,000.00	\$500,000.00	\$500,000.00	0.70%	0.926 0.900	\$95.63 \$478,165.00	(\$21,835.00)	0.24%	Aa2
797299MM3	San Diego, City of 1.450% 10/15/2024	4/12/2021 4/14/2021	\$900,000.00	\$921,672.00	\$921,672.00	0.75%	1.047 1.008	\$95.75 \$861,777.00	(\$59,895.00)	0.43%	AA-
79771FFM4	San Francisco, City & County of 0.723% 11/01/2024	8/24/2023 8/24/2023	\$150,000.00	\$152,005.50	\$152,005.50	0.76%	1.093 1.060	\$94.97 \$142,459.50	(\$9,546.00)	0.07%	NR
79771FFP7	San Francisco, City & County of 0.723% 11/01/2024	8/24/2023 8/24/2023	\$1,305,000.00	\$1,322,447.85	\$1,322,447.85	0.76%	1.093 1.060	\$94.98 \$1,239,528.15	(\$82,919.70)	0.61%	AA-
649791RA0	New York, State of 0.910% 03/15/2025	4/19/2021 4/21/2021	\$1,000,000.00	\$1,007,440.00	\$1,007,440.00	0.72%	1.460 1.416	\$93.83 \$938,320.00	(\$69,120.00)	0.46%	Aa1 AA+

Town of Paradise Operating Account

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
13063DGB8	California, State of 3.375% 04/01/2025	12/23/2020 12/28/2020	\$475,000.00	\$531,610.50	\$531,610.50	0.54%	1.507 1.419	\$97.07 \$461,063.50	(\$70,547.00)	0.23%	Aa2 AA-
797412DM2	San Diego County Water Authority 0.743% 05/01/2025	11/24/2020 11/27/2020	\$1,075,000.00	\$1,081,987.50	\$1,081,987.50	0.59%	1.589 1.537	\$93.07 \$1,000,481.00	(\$81,506.50)	0.50%	Aa2 AAA
68609TWD6	Oregon, State of 0.895% 05/01/2025	12/8/2020 12/10/2020	\$1,750,000.00	\$1,780,887.50	\$1,780,887.50	0.49%	1.589 1.534	\$93.22 \$1,631,420.00	(\$149,467.50)	0.81%	Aa1 AA+
91412HGE7	The Regents of the University of California 0.883% 05/15/2025	12/15/2020 12/17/2020	\$1,425,000.00	\$1,442,199.75	\$1,442,199.75	0.61%	1.627 1.572	\$93.20 \$1,328,142.75	(\$114,057.00)	0.66%	Aa2 AA
91412HGE7	The Regents of the University of California 0.883% 05/15/2025	12/21/2020 12/23/2020	\$1,355,000.00	\$1,372,736.95	\$1,372,736.95	0.58%	1.627 1.572	\$93.20 \$1,262,900.65	(\$109,836.30)	0.63%	Aa2 AA
91412HGE7	The Regents of the University of California 0.883% 05/15/2025	1/20/2021 1/22/2021	\$3,000,000.00	\$3,047,880.00	\$3,047,880.00	0.51%	1.627 1.572	\$93.20 \$2,796,090.00	(\$251,790.00)	1.38%	Aa2 AA
546417DQ6	State of Louisiana 0.840% 06/01/2025	8/24/2021 8/26/2021	\$400,000.00	\$401,512.00	\$401,512.00	0.74%	1.674 1.618	\$92.89 \$371,576.00	(\$29,936.00)	0.18%	Aa2 AA-
79773KBG8	San Francisco, City & County of 0.766% 06/15/2025	11/20/2020 12/8/2020	\$200,000.00	\$200,000.00	\$200,000.00	0.77%	1.712 1.657	\$92.59 \$185,186.00	(\$14,814.00)	0.09%	Aaa AAA
574193TR9	Maryland, State of 0.660% 08/01/2025	11/18/2020 11/20/2020	\$3,000,000.00	\$3,014,580.00	\$3,014,580.00	0.56%	1.841 1.784	\$92.04 \$2,761,320.00	(\$253,260.00)	1.37%	Aaa AAA
56781RJJ7	Marin Community College District 5.000% 08/01/2025	11/25/2020 11/30/2020	\$2,280,000.00	\$2,742,270.00	\$2,742,270.00	0.59%	1.841 1.722	\$99.26 \$2,263,014.00	(\$479,256.00)	1.12%	Aaa AAA
969268DG3	William S. Hart Union High School District 0.757% 08/01/2025	12/10/2020 12/23/2020	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	0.76%	1.841 1.782	\$92.08 \$920,760.00	(\$79,240.00)	0.46%	Aa2
798186N81	San Jose Unified School District 0.558% 08/01/2025	1/8/2021 1/20/2021	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	0.56%	1.841 1.785	\$91.70 \$917,010.00	(\$82,990.00)	0.45%	Aaa AA+
482124SP0	Jurupa Unified School District 1.059% 08/01/2025	5/27/2021 6/1/2021	\$500,000.00	\$504,265.00	\$504,265.00	0.85%	1.841 1.776	\$92.32 \$461,585.00	(\$42,680.00)	0.23%	Aa3



Town of Paradise Operating Account

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
03667PHE5	Antelope Valley Community College District 0.866% 08/01/2025	8/11/2021 8/31/2021	\$170,000.00	\$170,000.00	\$170,000.00	0.87%	1.841 1.779	\$92.07 \$156,513.90	(\$13,486.10)	0.08%	Aa2 AA
206849GN5	Conejo Valley Unified School District 0.974% 08/01/2025	9/1/2021 9/22/2021	\$205,000.00	\$205,000.00	\$205,000.00	0.97%	1.841 1.777	\$92.09 \$188,784.50	(\$16,215.50)	0.09%	Aa3
802649TJ2	Santa Rosa, City of 0.977% 09/01/2025	11/24/2020 12/1/2020	\$1,530,000.00	\$1,554,357.60	\$1,554,357.60	0.64%	1.926 1.860	\$91.95 \$1,406,850.30	(\$147,507.30)	0.70%	AA
50420BDE9	La Quinta, City of 1.168% 09/01/2025	4/8/2021 4/14/2021	\$2,000,000.00	\$2,022,960.00	\$2,022,960.00	0.90%	1.926 1.853	\$91.53 \$1,830,600.00	(\$192,360.00)	0.91%	AA-
419792ZL3	Hawaii, State of 0.852% 10/01/2025	11/19/2020 11/23/2020	\$5,000,000.00	\$5,052,250.00	\$5,052,250.00	0.63%	2.008 1.934	\$91.50 \$4,575,150.00	(\$477,100.00)	2.27%	Aa2 AA+
13034AL65	California Infrastructure and Economic Development Bank 0.765% 10/01/2025	12/8/2020 12/17/2020	\$1,000,000.00	\$1,007,250.00	\$1,007,250.00	0.61%	2.008 1.936	\$91.34 \$913,400.00	(\$93,850.00)	0.45%	AAA
21969AAE2	Corona, City of 1.361% 05/01/2026	9/30/2021 10/14/2021	\$860,000.00	\$860,000.00	\$860,000.00	1.36%	2.589 2.466	\$90.24 \$776,046.80	(\$83,953.20)	0.38%	AA+
21969AAE2	Corona, City of 1.361% 05/01/2026	10/5/2021 10/14/2021	\$1,065,000.00	\$1,071,336.75	\$1,071,336.75	1.23%	2.589 2.466	\$90.24 \$961,034.70	(\$110,302.05)	0.48%	AA+
20772KNX3	Connecticut, State of 1.123% 06/01/2026	6/4/2021 6/9/2021	\$2,200,000.00	\$2,213,090.00	\$2,213,090.00	1.00%	2.674 2.561	\$89.93 \$1,978,372.00	(\$234,718.00)	0.98%	Aa3 AA-
80182AAE9	Santa Cruz, County of 1.024% 06/01/2026	9/21/2021 9/23/2021	\$1,060,000.00	\$1,060,763.20	\$1,060,763.20	1.01%	2.674 2.559	\$88.66 \$939,743.00	(\$121,020.20)	0.47%	AAA
80182AAE9	Santa Cruz, County of 1.024% 06/01/2026	9/28/2021 9/30/2021	\$1,075,000.00	\$1,071,237.50	\$1,071,237.50	1.10%	2.674 2.559	\$88.66 \$953,041.25	(\$118,196.25)	0.47%	AAA
696735QQ5	Palmdale School District 1.071% 08/01/2026	8/6/2021 9/2/2021	\$250,000.00	\$250,000.00	\$250,000.00	1.07%	2.841 2.721	\$88.56 \$221,390.00	(\$28,610.00)	0.11%	Aa3
20056XAC2	Commerce, City of 1.212% 08/01/2026	8/25/2021 8/31/2021	\$525,000.00	\$525,000.00	\$525,000.00	1.21%	2.841 2.713	\$88.44 \$464,310.00	(\$60,690.00)	0.23%	AA-
13063DC48	California, State of 1.700% 02/01/2028	1/25/2023 2/1/2023	\$900,000.00	\$805,545.00	\$805,545.00	4.04%	4.345 4.073	\$87.07 \$783,612.00	(\$21,933.00)	0.39%	Aa2 AA-
<b>SubTotal</b>			<b>\$52,900,000.00</b>	<b>\$53,655,056.25</b>	<b>\$53,655,056.25</b>	<b>0.75%</b>		<b>\$49,391,571.55</b>	<b>(\$4,263,484.70)</b>	<b>24.46%</b>	

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
<b>Municipal Note</b>											
91412HJL8	The Regents of the University of California 0.670% 05/15/2025	2/24/2021 3/10/2021	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	0.67%	1.627 1.574	\$92.61 \$1,389,210.00	(\$110,790.00)	0.69%	Aa2 AA
<b>SubTotal</b>			<b>\$1,500,000.00</b>	<b>\$1,500,000.00</b>	<b>\$1,500,000.00</b>	<b>0.67%</b>		<b>\$1,389,210.00</b>	<b>(\$110,790.00)</b>	<b>0.69%</b>	
<b>Negotiable Certificate of Deposit</b>											
87165HC32	Synchrony Bank 0.550% 09/03/2024	8/31/2021 9/3/2021	\$249,000.00	\$248,253.00	\$248,253.00	0.65%	0.932 0.906	\$95.39 \$237,526.08	(\$10,726.92)	0.12%	
89235MLN9	Toyota Financial Savings Bank 0.650% 09/09/2024	8/31/2021 9/9/2021	\$249,000.00	\$248,377.50	\$248,377.50	0.73%	0.948 0.922	\$95.40 \$237,541.02	(\$10,836.48)	0.12%	
649447VM8	Flagstar Bank, National Association. 0.650% 09/10/2024	8/30/2021 9/10/2021	\$249,000.00	\$248,564.25	\$248,564.25	0.71%	0.951 0.924	\$95.38 \$237,506.16	(\$11,058.09)	0.12%	
05580AE67	BMW Bank of North America 0.650% 10/08/2024	9/30/2021 10/8/2021	\$249,000.00	\$248,315.25	\$248,315.25	0.74%	1.027 0.996	\$95.03 \$236,624.70	(\$11,690.55)	0.12%	
7954507A7	Sallie Mae Bank 1.000% 07/14/2026	7/14/2021 7/16/2021	\$248,000.00	\$246,760.00	\$246,760.00	1.10%	2.792 2.677	\$88.62 \$219,780.08	(\$26,979.92)	0.11%	
38149MZJ5	Goldman Sachs Bank USA Holdings LLC 1.050% 09/08/2026	8/31/2021 9/8/2021	\$249,000.00	\$247,879.50	\$247,879.50	1.14%	2.945 2.824	\$88.26 \$219,777.36	(\$28,102.14)	0.11%	
<b>SubTotal</b>			<b>\$1,493,000.00</b>	<b>\$1,488,149.50</b>	<b>\$1,488,149.50</b>	<b>0.84%</b>		<b>\$1,388,755.40</b>	<b>(\$99,394.10)</b>	<b>0.69%</b>	
<b>Supranational</b>											
45818WDD5	IADB 0.39% 04/16/2024	4/8/2021 4/16/2021	\$3,000,000.00	\$3,000,270.00	\$3,000,270.00	0.39%	0.548 0.534	\$97.30 \$2,919,060.00	(\$81,210.00)	1.45%	Aaa AA+
459058JA2	IBRD 0.750% 03/11/2025	3/4/2021 3/9/2021	\$3,150,000.00	\$3,167,671.50	\$3,167,671.50	0.61%	1.449 1.406	\$93.52 \$2,945,848.50	(\$221,823.00)	1.46%	Aaa AA+
459058JL8	IBRD 0.500% 10/28/2025	2/3/2021 2/8/2021	\$5,000,000.00	\$4,994,200.00	\$4,994,200.00	0.52%	2.082 2.017	\$90.97 \$4,548,350.00	(\$445,850.00)	2.25%	Aaa AA+

Town of Paradise Operating Account

**POSITION STATEMENT**

As of September 30, 2023



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
459058JS3	IBRD 0.650% 02/10/2026	5/27/2021 6/1/2021	\$2,000,000.00	\$1,981,720.00	\$1,981,720.00	0.85%	2.370 2.291	\$89.97 \$1,799,420.00	(\$182,300.00)	0.89%	Aaa AA+
45950VPU4	IFC 0.75% 03/23/2026	3/4/2021 3/23/2021	\$2,000,000.00	\$1,994,880.00	\$1,994,880.00	0.80%	2.482 2.399	\$89.74 \$1,794,880.00	(\$200,000.00)	0.89%	Aaa AA+
<b>SubTotal</b>			<b>\$15,150,000.00</b>	<b>\$15,138,741.50</b>	<b>\$15,138,741.50</b>	<b>0.59%</b>		<b>\$14,007,558.50</b>	<b>(\$1,131,183.00)</b>	<b>6.94%</b>	
<b>U.S. Treasury Note</b>											
91282CCP4	UST 0.625% 07/31/2026	9/23/2021 9/24/2021	\$2,500,000.00	\$2,462,792.97	\$2,462,792.97	0.94%	2.838 2.745	\$88.94 \$2,223,525.00	(\$239,267.97)	1.10%	Aaa AA+
91282CCW9	UST 0.750% 08/31/2026	9/23/2021 9/24/2021	\$2,500,000.00	\$2,481,054.69	\$2,481,054.69	0.91%	2.923 2.822	\$88.98 \$2,224,600.00	(\$256,454.69)	1.10%	Aaa AA+
91282CCZ2	UST 0.875% 09/30/2026	9/28/2021 9/30/2021	\$2,950,000.00	\$2,930,525.39	\$2,930,525.39	1.01%	3.005 2.885	\$89.16 \$2,630,338.00	(\$300,187.39)	1.30%	Aaa AA+
91282CEW7	UST 3.250% 06/30/2027	8/21/2023 8/22/2023	\$2,500,000.00	\$2,383,886.72 \$11,701.77	\$2,395,588.49	4.58%	3.753 3.444	\$94.95 \$2,373,725.00	(\$10,161.72)	1.18%	Aaa AA+
91282CFM8	UST 4.125% 09/30/2027	3/3/2023 3/6/2023	\$950,000.00	\$941,835.94	\$941,835.94	4.33%	4.005 3.565	\$97.87 \$929,774.50	(\$12,061.44)	0.46%	Aaa AA+
91282CGH8	UST 3.500% 01/31/2028	2/13/2023 2/14/2023	\$2,000,000.00	\$1,960,156.25	\$1,960,156.25	3.95%	4.342 3.938	\$95.37 \$1,907,340.00	(\$52,816.25)	0.94%	Aaa AA+
91282CGP0	UST 4.000% 02/29/2028	2/23/2023 3/1/2023	\$1,175,000.00	\$1,165,866.21	\$1,165,866.21	4.17%	4.422 3.980	\$97.34 \$1,143,745.00	(\$22,121.21)	0.57%	Aaa AA+
91282CGP0	UST 4.000% 02/29/2028	8/21/2023 8/22/2023	\$1,050,000.00	\$1,028,548.83	\$1,028,548.83	4.50%	4.422 3.980	\$97.34 \$1,022,070.00	(\$6,478.83)	0.51%	Aaa AA+
9128284N7	UST 2.875% 05/15/2028	5/15/2023 5/16/2023	\$2,200,000.00	\$2,137,609.38 \$171.88	\$2,137,781.26	3.50%	4.630 4.202	\$92.61 \$2,037,332.00	(\$100,277.38)	1.01%	Aaa AA+
91282CHK0	UST 4.000% 06/30/2028	8/21/2023 8/22/2023	\$2,500,000.00	\$2,448,242.19 \$14,402.17	\$2,462,644.36	4.48%	4.756 4.226	\$97.26 \$2,431,550.00	(\$16,692.19)	1.20%	Aaa AA+
91282CHQ7	UST 4.125% 07/31/2028	8/21/2023 8/22/2023	\$2,500,000.00	\$2,463,964.84 \$6,165.08	\$2,470,129.92	4.45%	4.841 4.298	\$97.77 \$2,444,325.00	(\$19,639.84)	1.21%	Aaa AA+
91282CHX2	UST 4.375% 08/31/2028	9/27/2023 9/28/2023	\$2,050,000.00	\$2,027,818.36 \$6,899.04	\$2,034,717.40	4.62%	4.926 4.360	\$98.94 \$2,028,229.00	\$410.64	1.00%	Aaa AA+
<b>SubTotal</b>			<b>\$24,875,000.00</b>	<b>\$24,432,301.77</b> <b>\$39,339.94</b>	<b>\$24,471,641.71</b>	<b>3.28%</b>		<b>\$23,396,553.50</b>	<b>(\$1,035,748.27)</b>	<b>11.59%</b>	
<b>Grand Total</b>			<b>\$214,902,423.13</b>	<b>\$214,289,833.35</b> <b>\$53,742.86</b>	<b>\$214,343,576.21</b>	<b>2.03%</b>		<b>\$201,903,496.11</b>	<b>(\$12,386,337.24)</b>	<b>100.00%</b>	

**TRANSACTION STATEMENT**

As of September 30, 2023



Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Amount	Purchased Interest	Total Cost	Yield at Cost
<b>BUYKIND</b>									
BUYKIND	8/18/2023	8/18/2023	797412EL3	San Diego County Water Authority 0.593% 05/01/2024	330,000.00	331,151.70		331,151.70	0.51%
BUYKIND	8/18/2023	8/18/2023	797412EK5	San Diego County Water Authority 0.593% 05/01/2024	670,000.00	672,338.30		672,338.30	0.51%
BUYKIND	8/24/2023	8/24/2023	79771FFM4	San Francisco, City & County of 0.723% 11/01/2024	150,000.00	152,005.50		152,005.50	0.76%
BUYKIND	8/24/2023	8/24/2023	79771FFP7	San Francisco, City & County of 0.723% 11/01/2024	1,305,000.00	1,322,447.85		1,322,447.85	0.76%
<b>Total</b>					<b>2,455,000.00</b>	<b>2,477,943.35</b>		<b>2,477,943.35</b>	
<b>Purchase</b>									
Purchase	8/10/2023	8/11/2023	62479LD51	MUFG Bank, Ltd. 04/05/2024	4,980,000.00	4,795,629.33		4,795,629.33	5.82%
Purchase	8/15/2023	8/18/2023	3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	1,250,000.00	1,222,656.25	2,591.32	1,225,247.57	4.94%
Purchase	8/21/2023	8/22/2023	91282CEW7	UST 3.250% 06/30/2027	2,500,000.00	2,383,886.72	11,701.77	2,395,588.49	4.58%
Purchase	8/21/2023	8/22/2023	91282CGP0	UST 4.000% 02/29/2028	1,050,000.00	1,028,548.83	19,972.83	1,048,521.66	4.50%
Purchase	8/21/2023	8/22/2023	91282CHK0	UST 4.000% 06/30/2028	2,500,000.00	2,448,242.19	14,402.17	2,462,644.36	4.48%
Purchase	8/21/2023	8/22/2023	91282CHQ7	UST 4.125% 07/31/2028	2,500,000.00	2,463,964.84	6,165.08	2,470,129.92	4.45%
Purchase	9/8/2023	9/12/2023	742651DY5	PEFCO 1.400% 07/15/2028	2,925,000.00	2,532,336.30	6,483.75	2,538,820.05	4.52%
Purchase	9/27/2023	9/28/2023	91282CHX2	UST 4.375% 08/31/2028	2,050,000.00	2,027,818.36	6,899.04	2,034,717.40	4.62%
<b>Total</b>					<b>19,755,000.00</b>	<b>18,903,082.82</b>	<b>68,215.96</b>	<b>18,971,298.78</b>	

**TRANSACTION STATEMENT**

As of September 30, 2023



Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Cost	Total Proceeds	Realized Gain/Loss
<b>Called Securities</b>								
Called Securities	8/1/2023	8/1/2023	155105NM7	Central School District School Facilities Corporation 1.022% 08/01/2024	140,000.00	140,000.00	140,000.00	0.00
<b>Total</b>					<b>140,000.00</b>	<b>140,000.00</b>	<b>140,000.00</b>	<b>0.00</b>
<b>Maturity</b>								
Maturity	7/20/2023	7/20/2023	17330PSX8	Citigroup Global Markets Holdings Inc. 3.750% 07/20/2023	1,950,000.00	1,950,000.00	1,950,000.00	0.00
Maturity	8/1/2023	8/1/2023	482124SM7	Jurupa Unified School District 0.421% 08/01/2023	1,895,000.00	1,895,000.00	1,895,000.00	0.00
Maturity	8/1/2023	8/1/2023	03667PHC9	Antelope Valley Community College District 0.282% 08/01/2023	320,000.00	320,000.00	320,000.00	0.00
Maturity	8/14/2023	8/14/2023	21687BVE8	Cooperatieve Rabobank U.A. 08/14/2023	1,240,000.00	1,197,305.42	1,240,000.00	42,694.58
Maturity	9/1/2023	9/1/2023	626905PN7	Murrieta Valley Unified School District 0.449% 09/01/2023	500,000.00	500,000.00	500,000.00	0.00
Maturity	9/1/2023	9/1/2023	953321AB2	West Hollywood Community Development Commission 0.493% 09/01/2023	250,000.00	250,000.00	250,000.00	0.00
Maturity	9/6/2023	9/6/2023	63873KW60	Natixis 09/06/2023	3,043,000.00	2,963,618.27	3,043,000.00	79,381.73
Maturity	9/11/2023	9/11/2023	90348JS76	UBS Bank USA 0.350% 09/11/2023	249,000.00	248,626.50	249,000.00	373.50
Maturity	9/18/2023	9/18/2023	856285XE6	State Bank of India 0.400% 09/18/2023	249,000.00	248,738.55	249,000.00	261.45
<b>Total</b>					<b>9,696,000.00</b>	<b>9,573,288.74</b>	<b>9,696,000.00</b>	<b>122,711.26</b>
<b>Sell</b>								
Sell	8/10/2023	8/11/2023	3133EMLV2	FFCB 0.270% 04/05/2024	5,000,000.00	4,996,250.00	4,834,250.00	(162,000.00)
Sell	8/18/2023	8/18/2023	797412DL4	San Diego County Water Authority 0.593% 05/01/2024	330,000.00	331,151.70	331,151.70	0.00
Sell	8/18/2023	8/18/2023	797412DL4	San Diego County Water Authority 0.593% 05/01/2024	670,000.00	672,338.30	672,338.30	0.00

**TRANSACTION STATEMENT**

As of September 30, 2023



Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Cost	Total Proceeds	Realized Gain/Loss
Sell	8/24/2023	8/24/2023	79771FAX5	San Francisco, City & County of 0.723% 11/01/2024	1,305,000.00	1,322,447.85	1,322,447.85	0.00
Sell	8/24/2023	8/24/2023	79771FAX5	San Francisco, City & County of 0.723% 11/01/2024	150,000.00	152,005.50	152,005.50	0.00
<b>Total</b>					<b>7,455,000.00</b>	<b>7,474,193.35</b>	<b>7,312,193.35</b>	<b>(162,000.00)</b>

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
<b>Interest/Dividends</b>					
Interest/Dividends	7/3/2023	7/3/2023	119174AC4	Buena Park, City of 0.595% 07/01/2024	2,975.00
Interest/Dividends	7/3/2023	7/3/2023	31846V567	First American Funds, Inc.	21,275.37
Interest/Dividends	7/6/2023	7/6/2023	3134GXJQ8	FMCC 0.320% 01/06/2025	2,800.00
Interest/Dividends	7/10/2023	7/10/2023	90348JS76	UBS Bank USA 0.350% 09/11/2023	71.63
Interest/Dividends	7/11/2023	7/11/2023	89236THU2	Toyota Motor Credit Corporation 0.450% 01/11/2024	9,000.00
Interest/Dividends	7/12/2023	7/12/2023	3133EMMR0	FFCB 0.470% 01/12/2026	5,499.00
Interest/Dividends	7/14/2023	7/14/2023	7954507A7	Sallie Mae Bank 1.000% 07/14/2026	1,229.81
Interest/Dividends	7/17/2023	7/17/2023	31422B6K1	AGM 0.480% 01/15/2026	8,400.00
Interest/Dividends	7/20/2023	7/20/2023	17330PSX8	Citigroup Global Markets Holdings Inc. 3.750% 07/20/2023	6,093.75
Interest/Dividends	7/27/2023	7/27/2023	3130AKQF6	FHLB 0.400% 01/27/2025	5,000.00
Interest/Dividends	7/28/2023	7/28/2023	3135G06R9	FNMA 0.550% 01/28/2026	8,250.00
Interest/Dividends	7/31/2023	7/31/2023	91282CCP4	UST 0.625% 07/31/2026	7,812.50
Interest/Dividends	7/31/2023	7/31/2023	17330Y4T4	Citigroup Global Markets Holdings Inc. 5.500% 10/31/2023	37,125.00
Interest/Dividends	7/31/2023	7/31/2023	48133PDZ3	JPMorgan Chase Financial Company LLC 5.000% 02/29/2024	25,000.00

**TRANSACTION STATEMENT**

As of September 30, 2023



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	7/31/2023	7/31/2023	91282CGH8	UST 3.500% 01/31/2028	35,000.00
Interest/Dividends	7/31/2023	7/31/2023	3134GXKU7	FMCC 0.375% 01/29/2025	6,562.50
Interest/Dividends	8/1/2023	8/1/2023	574193TR9	Maryland, State of 0.660% 08/01/2025	9,900.00
Interest/Dividends	8/1/2023	8/1/2023	56781RJJ7	Marin Community College District 5.000% 08/01/2025	57,000.00
Interest/Dividends	8/1/2023	8/1/2023	969268DF5	William S. Hart Union High School District 0.607% 08/01/2024	6,828.75
Interest/Dividends	8/1/2023	8/1/2023	969268DG3	William S. Hart Union High School District 0.757% 08/01/2025	3,785.00
Interest/Dividends	8/1/2023	8/1/2023	798186N73	San Jose Unified School District 0.383% 08/01/2024	1,024.53
Interest/Dividends	8/1/2023	8/1/2023	798186N81	San Jose Unified School District 0.558% 08/01/2025	2,790.00
Interest/Dividends	8/1/2023	8/1/2023	482124SN5	Jurupa Unified School District 0.625% 08/01/2024	1,562.50
Interest/Dividends	8/1/2023	8/1/2023	482124SM7	Jurupa Unified School District 0.421% 08/01/2023	3,988.98
Interest/Dividends	8/1/2023	8/1/2023	482124SP0	Jurupa Unified School District 1.059% 08/01/2025	2,647.50
Interest/Dividends	8/1/2023	8/1/2023	696735QQ5	Palmdale School District 1.071% 08/01/2026	1,338.75
Interest/Dividends	8/1/2023	8/1/2023	03667PHD7	Antelope Valley Community College District 0.545% 08/01/2024	613.13
Interest/Dividends	8/1/2023	8/1/2023	03667PHC9	Antelope Valley Community College District 0.282% 08/01/2023	451.20
Interest/Dividends	8/1/2023	8/1/2023	03667PHE5	Antelope Valley Community College District 0.866% 08/01/2025	736.10
Interest/Dividends	8/1/2023	8/1/2023	20056XAA6	Commerce, City of 0.667% 08/01/2024	1,750.88
Interest/Dividends	8/1/2023	8/1/2023	20056XAC2	Commerce, City of 1.212% 08/01/2026	3,181.50
Interest/Dividends	8/1/2023	8/1/2023	206849GN5	Conejo Valley Unified School District 0.974% 08/01/2025	998.35
Interest/Dividends	8/1/2023	8/1/2023	206849GM7	Conejo Valley Unified School District 0.702% 08/01/2024	702.00

**TRANSACTION STATEMENT**

As of September 30, 2023



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	8/1/2023	8/1/2023	223047AC5	Covina, City of 0.738% 08/01/2024	3,690.00
Interest/Dividends	8/1/2023	8/1/2023	155105NM7	Central School District School Facilities Corporation 1.022% 08/01/2024	1,430.80
Interest/Dividends	8/1/2023	8/1/2023	13063DC48	California, State of 1.700% 02/01/2028	7,650.00
Interest/Dividends	8/1/2023	8/1/2023	31846V567	First American Funds, Inc.	27,060.40
Interest/Dividends	8/8/2023	8/8/2023	037833EB2	Apple Inc. 0.700% 02/08/2026	17,500.00
Interest/Dividends	8/9/2023	8/9/2023	90348JS76	UBS Bank USA 0.350% 09/11/2023	74.02
Interest/Dividends	8/10/2023	8/10/2023	459058JS3	IBRD 0.650% 02/10/2026	6,500.00
Interest/Dividends	8/11/2023	8/11/2023	69371RR99	PACCAR Financial Corp. 3.550% 08/11/2025	35,500.00
Interest/Dividends	8/10/2023	8/11/2023	3133EMLV2	Federal Farm Credit Banks Funding Corporation 0.27% 04/05/2024	4,725.00
Interest/Dividends	8/31/2023	8/31/2023	91282CCW9	UST 0.750% 08/31/2026	9,375.00
Interest/Dividends	8/31/2023	8/31/2023	91282CGP0	UST 4.000% 02/29/2028	44,500.00
Interest/Dividends	9/1/2023	9/1/2023	797686EL2	San Francisco Municipal Transportation Agency 0.389% 03/01/2024	972.50
Interest/Dividends	9/1/2023	9/1/2023	953321AB2	West Hollywood Community Development Commission 0.493% 09/01/2023	616.25
Interest/Dividends	9/1/2023	9/1/2023	626905PP2	Murrieta Valley Unified School District 0.698% 09/01/2024	1,745.00
Interest/Dividends	9/1/2023	9/1/2023	626905PN7	Murrieta Valley Unified School District 0.449% 09/01/2023	1,122.50
Interest/Dividends	9/1/2023	9/1/2023	21976THG0	Corona-Norco Unified School District 0.667% 09/01/2024	8,270.80
Interest/Dividends	9/1/2023	9/1/2023	50420BDE9	La Quinta, City of 1.168% 09/01/2025	11,680.00
Interest/Dividends	9/1/2023	9/1/2023	478160CN2	Johnson & Johnson 0.550% 09/01/2025	8,250.00
Interest/Dividends	9/1/2023	9/1/2023	802649TJ2	Santa Rosa, City of 0.977% 09/01/2025	7,474.05



**TRANSACTION STATEMENT**

As of September 30, 2023



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	9/1/2023	9/1/2023	802649TH6	Santa Rosa, City of 0.827% 09/01/2024	4,135.00
Interest/Dividends	9/1/2023	9/1/2023	31846V567	First American Funds, Inc.	27,361.21
Interest/Dividends	9/5/2023	9/5/2023	87165HC32	Synchrony Bank 0.550% 09/03/2024	690.38
Interest/Dividends	9/8/2023	9/8/2023	38149MZJ5	Goldman Sachs Bank USA Holdings LLC 1.050% 09/08/2026	1,317.99
Interest/Dividends	9/8/2023	9/8/2023	24422EWD7	John Deere Capital Corporation 2.350% 03/08/2027	17,625.00
Interest/Dividends	9/11/2023	9/11/2023	459058JA2	IBRD 0.750% 03/11/2025	11,812.50
Interest/Dividends	9/11/2023	9/11/2023	90348JS76	UBS Bank USA 0.350% 09/11/2023	78.79
Interest/Dividends	9/11/2023	9/11/2023	89235MLN9	Toyota Financial Savings Bank 0.650% 09/09/2024	815.90
Interest/Dividends	9/11/2023	9/11/2023	649447VM8	Flagstar Bank, National Association. 0.650% 09/10/2024	815.90
Interest/Dividends	9/12/2023	9/12/2023	037833DB3	Apple Inc. 2.900% 09/12/2027	14,500.00
Interest/Dividends	9/13/2023	9/13/2023	14913R2P1	Caterpillar Financial Services Corporation 0.600% 09/13/2024	2,700.00
Interest/Dividends	9/14/2023	9/14/2023	14913R2Q9	Caterpillar Financial Services Corporation 1.150% 09/14/2026	14,375.00
Interest/Dividends	9/15/2023	9/15/2023	649791RA0	New York, State of 0.910% 03/15/2025	4,550.00
Interest/Dividends	9/15/2023	9/15/2023	880591EZ1	TVA 3.875% 03/15/2028	37,296.88
Interest/Dividends	9/18/2023	9/18/2023	856285XE6	State Bank of India 0.400% 09/18/2023	504.82
Interest/Dividends	9/22/2023	9/22/2023	89236TJZ9	Toyota Motor Credit Corporation 3.050% 03/22/2027	26,687.50
Interest/Dividends	9/25/2023	9/25/2023	45950VPU4	IFC 0.75% 03/23/2026	7,500.00
Interest/Dividends	9/25/2023	9/25/2023	3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	4,725.35
<b>Total</b>					<b>657,022.27</b>

**TRANSACTION STATEMENT**

As of September 30, 2023



Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
<b>Custodian Fee</b>				
Custodian Fee	7/25/2023	7/25/2023	Cash Out	(1,527.34)
Custodian Fee	8/25/2023	8/25/2023	Cash Out	(1,524.75)
Custodian Fee	9/25/2023	9/25/2023	Cash Out	(1,520.03)
<b>Total</b>				<b>(4,572.12)</b>
<b>Management Fee</b>				
Management Fee	7/13/2023	7/13/2023	Cash Out	(5,500.00)
Management Fee	8/14/2023	8/14/2023	Cash Out	(5,500.00)
Management Fee	9/18/2023	9/18/2023	Cash Out	(5,500.00)
<b>Total</b>				<b>(16,500.00)</b>
<b>Withdrawal</b>				
Withdrawal	7/28/2023	7/28/2023	Cash Out	(300,000.00)
Withdrawal	8/8/2023	8/8/2023	Cash Out	(1,600,000.00)
<b>Total</b>				<b>(1,900,000.00)</b>

**STATEMENT DISCLOSURE**

As of September 30, 2023



Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

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**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(d)**

**Date: November 14, 2023**

**ORIGINATED BY:** Aimee Beleu, Finance Director/Town Treasurer  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Personally Identifiable Information Policy  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Approve Resolution No. 2023-\_\_\_, "A Resolution of the Town Council of the Town of Paradise Adopting Administrative Policy 225, a Personally Identifiable Information Policy (PII)."

**Background:**

It is the policy of the Town of Paradise to protect personally identifiable information (PII) of employees, volunteers, and program participants. The electronic restrictions and safeguards outlined in this policy provide guidance for employees, program participants, contractors and volunteers that have access to PII retained by the Town of Paradise to ensure compliance with state and federal regulations.

**Analysis:**

Town staff recommends the Town Council adopt the PII Policy. Approval of this policy will provide guidance in handling identifiable information as well as meet compliance thresholds with outside agencies.

**Financial Impact:**

None.

**TOWN OF PARADISE  
RESOLUTION NO. 2023-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE ADOPTING ADMINISTRATIVE POLICY NUMBER XXX,  
A PERSONALLY IDENTIFIABLE INFORMATION POLICY.**

**WHEREAS**, the Town of Paradise currently does not have an administrative policy that addresses the protection of Personally Identifiable Information; and,

**WHEREAS**, it is prudent and responsible for the Town to establish policy and procedures related to Personally Identifiable Information usage and storage of information in order to minimize liability and safeguard information; and,

**WHEREAS**, the Human Resources & Risk Management Director has drafted a policy which establishes procedures and requirements for Personally Identifiable Information as set forth on the attached Exhibit "A".

**NOW, THEREFORE**, the Town Council of the Town of Paradise does resolve as follows:

**SECTION 1:** The attached Exhibit "A" Administrative Policy XXX, A Personally Identifiable Information Policy is approved for implementation.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 14<sup>th</sup> day of November, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

“Exhibit A”

Town of Paradise

## ADMINISTRATIVE POLICY

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**SUBJECT:** Personally Identifiable Information Policy

**APPROVED BY:** Town Council **NO. 225**

**DATE APPROVED:** November 14, 2023

**ADOPTED BY RESOLUTION:** Resolution No. 2023- \_\_\_\_\_

**DEPARTMENTS(S) AFFECTED:** All Departments

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### POLICY STATEMENT

It is the policy of the Town of Paradise to protect personally identifiable information (PII) of employees, volunteers, and program participants. The electronic restrictions and safeguards outlined in this policy provide guidance for employees, program participants, contractors and volunteers that have access to PII retained by the Town of Paradise to ensure compliance with state and federal regulations.

### DEFINITIONS

According to 2 CFR § 200.79 (in the Code of Federal Regulations for the United States of America), Personally Identifiable Information is ...

*“information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, public Web sites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general education credentials.”*

*“The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.”*

- A. Personally Identifiable Information (PII) is any information pertaining to an individual that can be used to distinguish or trace a person's identity. Some information that is considered PII is available in public sources such as telephone books, public websites, etc. This type of information is considered to be as follows:

When alone	When combined with other PII
Names	Date and Place of birth
Social Security numbers	Race and Ethnicity
Drivers License number	Religion
Patient ID numbers	Geographical indicators
Addresses	Financial Information
Personal telephone number	
Biometric Data	

**There is no comprehensive list of every piece of information that is PII.** Instead, recipients and subrecipients must assess each participant record to determine whether it contains information that, either alone or when combined with other information in the record, constitutes PII.

## **PROCEDURES**

This section provides guidelines on how to maintain and discard PII. If current procedures fall outside this policy or questions arise, please contact Human Resources & Risk Management Director to suggest more efficient procedures for protecting PII. All electronic files that contain Protected PII will reside within a protected information system location. All physical files that contain Protected PII will reside within a locked file cabinet or room when not being actively viewed or modified. Protected PII is not to be downloaded to personal or organization owned employee, program participant, volunteer, or contractor workstations or mobile devices (such as laptops, personal digital assistants, mobile phones, tablets or removable media). PII will also not be sent through any form of insecure electronic communication (documents can be sent when properly redacted) E.g., E-mail or instant messaging systems. Significant security risks emerge when PII is transferred from a secure location to a less secure location or is disposed of improperly. When disposing of PII the physical or electronic file should be shredded or securely deleted.

Town will limit the collection of PII unless needed to meet a requirement and with authorization to do so. The access to PII will be managed appropriately. PII will be shared only on a "need to know" basis, with authorization, and with confirmation of with whom you are sharing. Care will be given to where PII is discussed and who may overhear, meetings discussing PII will be planned with care to avoid unauthorized individuals from overhearing, meeting minutes with PII will be treated as confidential, and PII will never be shared via voicemail or text messaging. PII will not be sent via unencrypted email or between email servers that do not share security protocols.

Requirement	Example:
<b>Limit Collection</b>	<ul style="list-style-type: none"> <li>• Only to meet requirement</li> <li>• Only what you need</li> <li>• Have authorization to collect</li> </ul>
<b>Manage Access</b>	<ul style="list-style-type: none"> <li>• Only share on a "need to know" basis</li> <li>• Never release without authorization</li> <li>• Discuss discreetly</li> <li>• Do not transmit PII on voicemail or text</li> </ul>

<b>Protecting Physical Files</b>	<ul style="list-style-type: none"> <li>• Label files with PII</li> <li>• Lock files</li> <li>• Develop policy that specifies when files with PII will be checked to ensure accuracy in storage</li> </ul>
<b>Protecting Electronic files</b>	<ul style="list-style-type: none"> <li>• Develop a policy that specifies where files containing PII will be stored in your digital filing system</li> <li>• Clearly distinguish between files that do and do not contain PII.</li> <li>• Consult with your organization’s information technology experts to deploy appropriate security measures</li> </ul>
<b>Additional File Protection Guidance</b>	<ul style="list-style-type: none"> <li>• Do not remove PII from authorized facilities without approval from an appropriate party</li> <li>• Require a signature from the recipient when sending PII via courier or equivalent service.</li> </ul>
<b>Electronic transmissions of PII</b>	<ul style="list-style-type: none"> <li>• When emailing PII: confirm the recipient’s email address, confirm receipt of the email, and whenever possible, send PII exclusively between two secure (encrypted) email servers.</li> <li>• Do not store PII on shared drives, calendars, your intranet, or any unsecured or publicly accessible location on the internet.</li> </ul>
<b>Keep secure and confidential all records containing PII of any individual or family who applies for and/or receives ESG assistance</b>	<ul style="list-style-type: none"> <li>• The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under ESG will not be made public except with written authorization of the person responsible for the operation of the shelter.</li> <li>• The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.</li> </ul>
<b>Record Management, Retention, and Disposal</b>	<ul style="list-style-type: none"> <li>• Do not maintain records for longer than required</li> <li>• Physical records should be shredded.</li> </ul>
<b>Data Breach Response</b>	<ul style="list-style-type: none"> <li>• Report any breaches or suspected breaches of SPII within the ESG program to HUD’s National Help</li> </ul>

**INCIDENT REPORTING**

Hurman Resources and Risk Management Director must be informed of a real or suspected disclosure of Protected PII data within 24 hours after discovery. E.g., Misplacing a paper report, loss of a laptop, mobile device, or removable media containing PII, accidental email of PII, possible virus, or malware infection or a computer containing PII.



## **AUDITS**

Periodic audits of organization owned equipment and physical locations may be performed to ensure that protected PII is stored in approved information systems or locations. The purpose of the audit is to ensure compliance with this policy and to provide information necessary to continuously improve practices.

## **ENFORCEMENT**

An employee or volunteer found to be in violation of this policy may be subject to disciplinary action as deemed appropriate based on the facts and circumstances giving rise to the violation.

## **RECORDS DISPOSAL**

Records containing personal data are to be disposed of so as to prevent inadvertent compromise of data. Paper records are disposed of by shredding or other method approved of by the National Institute of Standards and Technology. The disposal method will render all personal data unrecognizable and beyond reconstruction.



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(e)**

**Date: November 14, 2023**

**ORIGINATED BY:** Marc Mattox, Town Engineer  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Declaration of Certain Town Equipment from the Public Works Department to be Surplus and Obsolete.  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Declare the attached described equipment as surplus property; and
2. Adopt Resolution No. 2023-\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise, Declaring Certain Town Equipment to be Surplus and Obsolete and Authorizing Disposal by the Town Manager or His Designee."

**Background:**

Over time, equipment purchased becomes obsolete. Vehicles and equipment listed below may be declared as unusable or outdated as they are no longer economical or effective to be used for Town purposes.

The vehicles listed below are well beyond their serviceable life. Maintenance costs are accumulating, and the cost of upkeep outweighs the benefit of having the vehicles. The vehicles have been replaced with a newer model, and the vehicle(s) is no longer able to maintain current emissions standards.

The shop equipment (brake lathe) is outdated and no longer suitable for use for newer model vehicles. Turning brake rotors is an antiquated method of performing a brake job. It takes up shop space and is never used.

The Public Works equipment listed below are well beyond their serviceable life. They are outdated, broken, and beyond repair. They have been replaced with new updated models and are taking up space.

**Financial Impact:**

The disposal of these items will have no negative impact on the General Fund.

**Property to Surplus:**

1. 2006 F550 Super Duty with attached dump bed, sander, and snowplow. VIN #1FDAX57PX6EC11925
2. 2003 Ford Expedition: VIN #: FMPU16L63LB75281
3. AMMCO 4100 Brake Lathe Serial # 9909600106
4. (2) Pallet miscellaneous PW tools and equipment

**TOWN OF PARADISE  
RESOLUTION NO. 2023-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DECLARING CERTAIN TOWN PROPERTY TO BE SURPLUS AND  
AUTHORIZING DISPOSAL THEREOF**

**WHEREAS**, the Town of Paradise wishes to dispose of certain equipment from various departments through public auction, internet sale, salvage or other legal method that is no longer functional or necessary to the Town's operations.

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

**Section 1.** The following equipment is declared to be surplus:

1. 2006 F550 Super Duty with attached dump bed, sander, and snowplow.  
VIN #:1FDAX57PX6EC11925
2. 2003 Ford Expedition  
VIN #: FMPU16L63LB75281
3. AMMCO 4100 Brake Lathe Serial # 9909600106
4. (2) Pallet miscellaneous PW tools and equipment

**Section 2.** Pursuant to Paradise Municipal Code Section 2.45.130, the Town Manager is hereby authorized to dispose of the property set forth in Section 1 through public auction, internet, sale, salvage, donation or other legal method.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 14<sup>th</sup> day of November, 2023, by the following vote:

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(f)**

**Date: November 14, 2023**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager

**REVIEWED BY:** Jim Goodwin, Town Manager

**SUBJECT:** Program Supplemental Agreements -  
Go Paradise: Skyway Link  
Go Paradise: Pentz Student Pathway

**LONG TERM RECOVERY PLAN:** Yes, Tier 1, Evacuation Routes

**COUNCIL ACTION REQUESTED:**

1. Approve Program Supplement Agreement No. 00000A280 to the Master Agreement Administering Agency-State Agreement for State Funded Projects, Agreement No. 03-5425S21 for Go Paradise: Skyway Link.
2. Adopt Resolution 2023-\_\_ “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Program Supplement Agreement No. 00000A280 Between the California Department of Transportation and the Town of Paradise for the Active Transportation Program Corresponding to Project Go Paradise: Skyway Link.”
3. Approve Program Supplement Agreement No. F022 Rev. 2 to the Master Agreement Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 for Go Paradise: Pentz Student Pathway.
4. Adopt Resolution 2023-\_\_ “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Program Supplement Agreement No. F022 Rev. 2 Between the California Department of Transportation and the Town of Paradise for the Active Transportation Program Corresponding to Project Go Paradise: Pentz Student Pathway.”
5. Approve the attached Master Agreement No. 03-5425S21 Administering Agency-State Agreement for State-Funded Projects.
6. Adopt Resolution 2023-\_\_ “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Master Agreement No. 03-542S21 Between the California Department of Transportation and the Town of Paradise for State-Funded Projects.”

**Background:**

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP is administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

In Spring 2022, Caltrans announced the Call-for-Projects for the Active Transportation Program Cycle 6. In June 2022, the Town of Paradise submitted five grant applications, two of which were the Go Paradise: Skyway Link Project and the Go Paradise: Pentz Student Pathway Project.

On December 7, 2022, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program, including three of the Town’s infrastructure applications – totaling over \$41 million. Go Paradise: Skyway Link was one of the projects awarded for \$6.7 million and Go Paradise: Pentz Student Pathway was another project awarded for \$22,009,000.

The project description for Go Paradise: Skyway Link and Go Paradise: Pentz Student Pathway is in the table below. The project cost includes preliminary engineering, right-of-way, construction, and construction engineering.

<b>Project Title</b>	<b>Project Limits</b>	<b>Description</b>	<b>ATP Programmed Amount</b>	<b>Total Project Cost</b>
Go Paradise: Skyway Link Project	Skyway between Bille Road and Wagstaff Road	Construct a Class I multi-use path, sidewalk infill, and ADA ramps along Skyway between Bille Road and Wagstaff Road.	\$6.704M	\$6.954M
Go Paradise: Pentz Student Pathway	Pentz Road between Skyway to Wagstaff and Bille Rd to Pearson Rd	Construct a Class 1 multi-use path along Pentz Road, between Skyway to Wagstaff and Bille Road to Pearson Road.	\$22.009M	\$23.809M

**Analysis:**

In order to receive reimbursement payments on the projects through ATP funds, a Program Supplement Agreement has to be executed for each project. The Program Supplement Agreement is a project-specific agreement that supplements the Master Agreement between the Town of Paradise and Caltrans. The attached Program Supplement Agreements must be approved in order to start preliminary engineering on the Skyway Link Project and to continue moving forward with plan development and the right-of-way phase for the Pentz Student Pathway Project.

**Financial Impact:**

The overall funding breakdown for each project as well as by project phase is shown below:

Project Title	Funding Source		Total
	ATP	CDBG-DR	
Go Paradise - Skyway Link	\$6,704,000	\$250,000	\$6,954,000

Project Title	Funding Source				Total
	ATP	CMAQ	CDBG-DR	LTF	
Go Paradise - Pentz Student Pathway	\$22,009,000	\$700,000	\$1,000,000	\$100,000	\$23,809,000

Project Title	PAED - FY 23/24			PS&E - FY 24/25			RW - FY 24/25			CON/CE - FY 26/27			Total
	ATP	CDBG-DR	Total	ATP	CDBG-DR	Total	ATP	CDBG-DR	Total	ATP	CDBG-DR	Total	
Go Paradise - Skyway Link	\$426,000	\$26,000	\$452,000	\$720,000	\$35,000	\$755,000	\$460,000	\$17,000	\$477,000	\$5,098,000	\$172,000	\$5,270,000	\$6,954,000

Project Title	PE - FY 23/24				RW - FY 23/24			CON/CE - FY 25/26			Total
	ATP	CMAQ	LTF	Total	ATP	CDBG-DR	Total	ATP	CDBG-DR	Total	
Go Paradise - Pentz Student Pathway	\$150,000	\$700,000	\$100,000	\$950,000	\$1,948,000	\$52,000	\$2,000,000	\$19,911,000	\$948,000	\$20,859,000	\$23,809,000

**Attachments:**

1. Resolution Program Supplement Agreement for Go Paradise: Skyway Link
2. Program Supplement Agreement No. 00000A280 for Go Paradise: Skyway Link
3. Resolution Program Supplement Agreement for Go Paradise: Pentz Student Pathway
4. Program Supplement Agreement No. F022 Rev. 2 for Go Paradise: Pentz Student Pathway
5. Resolution Master Agreement for State-Funded Project
6. Master Agreement No. 03-5425S21 Administering Agency-State Agreement State-Funded Projects.

**TOWN OF PARADISE  
RESOLUTION NO. 2023 - \_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE DESIGNATING  
AUTHORITY TO THE PARADISE TOWN MANAGER TO SIGN THE PROGRAM  
SUPPLEMENT AGREEMENT NO. 00000A280 BETWEEN THE CALIFORNIA DEPARTMENT  
OF TRANSPORTATION AND THE TOWN OF PARADISE FOR THE ACTIVE  
TRANSPORTATION PROGRAM CORRESPONDING TO PROJECT GO PARADISE:  
SKYWAY LINK.**

**WHEREAS**, the State of California through its Department of Transportation administers the Active Transportation Program (ATP) and selects projects for funding; and,

**WHEREAS**, the Go Paradise: Skyway Link project has been awarded \$6,704,000 from the California Transportation Commissions 2023 ATP; and,

**WHEREAS**, the Program Supplement Agreement is a project-specific agreement that supplements the Master Administering Agency-State Agreement for State Funded Projects, Agreement No. 03-5425S21 between the Town of Paradise and the California Department of Transportation; and

**WHEREAS**, no reimbursement payments can be made until the Program Supplement Agreement has been executed; and

**WHEREAS**, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

**WHEREAS**, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

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

**Section 1.** That the Town Manager of the Town of Paradise, or his designee, is hereby authorized to sign said Agreement on behalf of the Town.

**Section 2.** The Town Clerk shall certify the passage and adoption of this resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 14<sup>th</sup> day of November, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM

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

\_\_\_\_\_  
Scott E. Huber, Town Attorney

**--CERTIFICATION OF RESOLUTION--**

**ATTEST:**

I, Dina Volenski, Town Clerk of the Town of Paradise, California do hereby certify that this is a true and correct copy of the original Resolution No. 2023-\_\_\_\_\_.

WITNESS MY HAND OR THE SEAL OF THE TOWN OF PARADISE, on this 14<sup>th</sup> day of November, 2023.

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



**PROGRAM SUPPLEMENT NO.** 00000A280  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO** 03-5425S21

**Adv. Project ID** 0323000308  
**Date:** September 20, 2023  
**Location:** 03-BUT-0-PRDS  
**Project Number:** ATPL-5425(048)  
**E.A. Number:**  
**Locode:** 5425

This Program Supplement, effective 08/17/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 03-5425S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

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

**PROJECT LOCATION:** The Project is located on the east and west sides of Skyway between Bille Road and Wagstaff Road, and it is in the Town of Paradise in Butte County, California.

**TYPE OF WORK:** Five segments of sidewalk infill of which will close gaps in the existing atp infrastructure. **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$450,000.00		\$424,000.00	\$0.00		\$26,000.00

**TOWN OF PARADISE**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**Chief, Office of Project Implementation**  
**Division of Local Assistance**

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

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

Accounting Officer     Risa Stone    

Date     9/20/23    

\$424,000.00

## SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

### SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: [www.dot.ca.gov/hq/audits/](http://www.dot.ca.gov/hq/audits/).

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

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

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

### SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

**TOWN OF PARADISE  
RESOLUTION NO. 2023 - \_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE DESIGNATING  
AUTHORITY TO THE PARADISE TOWN MANAGER TO SIGN THE PROGRAM  
SUPPLEMENT AGREEMENT NO. F022 REV. 2 BETWEEN THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION AND THE TOWN OF PARADISE FOR THE ACTIVE  
TRANSPORTATION PROGRAM CORRESPONDING TO PROJECT GO PARADISE: PENTZ  
STUDENT PATHWAY.**

**WHEREAS**, the State of California through its Department of Transportation administers the Active Transportation Program (ATP) and selects projects for funding; and,

**WHEREAS**, the Go Paradise: Pentz Student Pathway project has been awarded \$22,009,000 from the California Transportation Commissions 2023 ATP; and,

**WHEREAS**, the Program Supplement Agreement is a project-specific agreement that supplements the Master Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 between the Town of Paradise and the California Department of Transportation; and

**WHEREAS**, no reimbursement payments can be made until the Program Supplement Agreement has been executed; and

**WHEREAS**, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

**WHEREAS**, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

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

**Section 1.** That the Town Manager of the Town of Paradise, or his designee, is hereby authorized to sign said Agreement on behalf of the Town.

**Section 2.** The Town Clerk shall certify the passage and adoption of this resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 14<sup>th</sup> day of November, 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM

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

\_\_\_\_\_  
Scott E. Huber, Town Attorney

**--CERTIFICATION OF RESOLUTION--**

**ATTEST:**

I, Dina Volenski, Town Clerk of the Town of Paradise, California do hereby certify that this is a true and correct copy of the original Resolution No. 2023-\_\_\_\_\_.

WITNESS MY HAND OR THE SEAL OF THE TOWN OF PARADISE, on this 14<sup>th</sup> day of November, 2023.

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

**PROGRAM SUPPLEMENT NO.** F022 Rev. 2  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO** 03-5425F15

Adv. Project ID  
0319000245

**Date:** September 20, 2023  
**Location:** 03-BUT-0-PRDS  
**Project Number:** CML-5425(042)  
**E.A. Number:**  
**Locode:** 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/25/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:** Along Pentz Road between Pearson Road and Bille Road, and from Wagstaff Road and Skyway

**TYPE OF WORK:** Construct a grade separated Class I bike-ped facility along the west side of Pentz Rd **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z400		LOCAL	STATE	OTHER
\$2,850,000.00		\$700,000.00	\$52,000.00	\$2,098,000.00	\$0.00

**TOWN OF PARADISE**

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

**STATE OF CALIFORNIA**  
**Department of Transportation**

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

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

**Accounting Officer** Risa Done **Date** 9/21/2023 \$2,798,000.00

## SPECIAL COVENANTS OR REMARKS

1.
  - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
  - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
  - C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this



### SPECIAL COVENANTS OR REMARKS

Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR 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.).

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

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

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

## SPECIAL COVENANTS OR REMARKS

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

## SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

P. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2.
  - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
  - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
  - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

### SPECIAL COVENANTS OR REMARKS

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

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

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

## SPECIAL COVENANTS OR REMARKS

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

### SPECIAL COVENANTS OR REMARKS

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or

activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

### SPECIAL COVENANTS OR REMARKS

testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**TOWN OF PARADISE  
RESOLUTION NO. 2023 - \_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO SIGN  
MASTER AGREEMENT NO. 03-542S21 BETWEEN THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION AND THE TOWN OF PARADISE FOR  
STATE-FUNDED PROJECTS.**

**WHEREAS**, the Town of Paradise is eligible to receive state funding for certain transportation projects through the State of California Department of Transportation; and,

**WHEREAS**, Master Agreements need to be executed with the State of California Department of Transportation before such funds could be claimed; and,

**WHEREAS**, the Town of Paradise desires to enter into an agreement with the State of California Department of Transportation, to allow the Town to make use of the State administered funds for State-Funded projects; and

**WHEREAS**, the State of California Department of Transportation has provided Master Agreement No. 03-542S21 to govern new State-Funded projects; and

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

**Section 1.** That the Town Manager of the Town of Paradise, or his designee, is hereby authorized to sign said Agreement No. 03-542S21 on behalf of the Town.

**Section 2.** The Town Clerk shall certify the passage and adoption of this resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 14<sup>th</sup> day of November, 2023, by the following vote:

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney



**--CERTIFICATION OF RESOLUTION--**

**ATTEST:**

I, Dina Volenski, Town Clerk of the Town of Paradise, California do hereby certify that this is a true and correct copy of the original Resolution No. 2023-\_\_\_\_\_.

WITNESS MY HAND OR THE SEAL OF THE TOWN OF PARADISE, on this 14<sup>th</sup> day of November, 2023.

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

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT  
STATE-FUNDED PROJECTS

03            Town of Paradise  
-----  
District     Administering Agency

Agreement No. 03-5425S21

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

RECITALS:

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

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

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

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

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

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

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

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

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a

fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

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

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

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

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

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

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

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

## ARTICLE II - RIGHTS-OF-WAY

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

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

(a) Expenditures of capital and support to purchase all real property required for

PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

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

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

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

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

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

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

### ARTICLE III - MAINTENANCE AND MANAGEMENT

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

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not

being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

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

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

#### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of

indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

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

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

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

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

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

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



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

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

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

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

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

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

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

## ARTICLE V

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

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

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

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

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

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

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

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

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

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

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or

jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

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

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

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

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

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

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Town of Paradise

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Chief, Office of Project Management  
Oversight  
Division of Local Assistance

\_\_\_\_\_  
\_\_\_\_\_

Town of Paradise

Representative Name & Title  
(Authorized Governing Body  
Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

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

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

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

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

5. Remedies for Willful Violation:

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

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement

and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.





**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(g)**

**Date: November 14, 2023**

**ORIGINATED BY:** Marc Mattox, Town Engineer  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** EV Charging Stations 220 Pearson Rd PG&E Easement  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2023-\_\_\_, "A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or Their Designee to Execute Grant of Easement to Pacific Gas & Electric Company for the Purposes of the Town's Installation of Electric Vehicle Charging Stations at 220 Pearson Road."

**Background:**

On April 13, 2021, Paradise Town Council approved a Site Host Site Host Agreement between EV Charging Solutions, Inc. and the Town of Paradise to participate in the California Electric Vehicle Infrastructure Project (CALeVIP). This Agreement authorized the Town to work towards implementing new charging stations for electric vehicles at 220 Pearson Road.

**Analysis:**

Town staff has been working with EV Charging Solutions, Inc. to install and operate up to six charging stations at 220 Pearson Road. Construction for the charging stations is underway and is currently dependent on electrical service from Pacific Gas and Electric Company (PG&E). In order for PG&E to complete the Town's service application request, a grant of easement is requested from the Town to PG&E.

A copy of the easement documents is included in this Agenda Summary. Staff recommends Council adopt a resolution authorizing the Town Manager to execute any necessary documents relating to this easement request.

**Financial Impact:**

None.

**TOWN OF PARADISE  
RESOLUTION NO. 2023-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PARADISE OR THEIR  
DESIGNEE TO EXECUTE GRANT OF EASEMENT TO PACIFIC GAS & ELECTRIC  
COMPANY FOR THE PURPOSES OF THE TOWN'S INSTALLATION OF ELECTRIC  
VEHICLE CHARGING STATIONS AT 220 PEARSON ROAD.**

**WHEREAS**, The Town of Paradise does not currently have electric vehicle charging infrastructure equipment installed on public property; and,

**WHEREAS**, Installing EV charging stations are necessary to support the sustainable development goals and priorities identified in the Long-Term Community Recovery Plan; and,

**WHEREAS**, EV Charging Solutions, Inc. (EVCS) is an authorized installer and equipment distributor, and is working in conjunction with CALeVIP to provide design support, installation, operations, and maintenance services to eligible entities for electric vehicle charging stations; and,

**WHEREAS**, The Public Works Department recommends approval and execution of the attached Site Host Agreement between EV Charging Solutions, Inc. and the Town of Paradise to participate in the California Electric Vehicle Infrastructure Project.

**WHEREAS**, On April 13, 2021 the Paradise Town Council authorized the Town Manager to enter into an Agreement with EVCS for the purposes of installing EV Charging Stations at 220 Pearson Road; and,

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

**Section 1.** The Town Council authorizes granting Pacific Gas & Electric Company necessary utility easements along portions of the Town's property located at 220 Pearson Road.

**Section 2.** The Town Manager is authorized to take whatever action is necessary to grant the above easements.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this  
14<sup>th</sup> day of November 2023, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Huber, Town Attorney

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**300 Lakeside Drive, Suite 210**  
**Oakland, CA 94612**  
**Attn: Land Rights Library**

Location: Town of Paradise \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ 0.00

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

\_\_\_\_\_  
Signature of declarant or agent determining tax

**LD# 2122-03-10933**

**EASEMENT DEED**

TOWN OF PARADISE, a municipal corporation, a political subdivision of the State of California,

Hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the Town of Paradise County of Butte, State of California, described as follows:

(APN 052-223-027)

The parcel of land conveyed by Town of Paradise, Successor Agency to the Paradise Redevelopment Agency to Town of Paradise, a Municipal Corporation by deed dated March 26, 2015 and recorded as Document No. 2015-0010029, Butte County Records.

The easement area is described as follows:

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing labelled *EXHIBIT "A"* attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the “Grant of Easement Disclosure Statement”, Exhibit “B”, attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: \_\_\_\_\_, \_\_\_\_\_.

TOWN OF PARADISE,  
a municipal corporation,  
a political subdivision of the State of California

I hereby certify that a resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the

\_\_\_\_\_  
authorizing the foregoing grant of easement.

By \_\_\_\_\_

\_\_\_\_\_  
Jim Goodwin, Town Manager

Utility Distribution Easement (02/2020)

**Attach to LD: 2122-03-10933**

**Area, Region or Location: 6**

**Land Service Office: Chico**

**Line of Business: Electric Distribution (43)**

**Business Doc Type: Easements**

**MTRSQ: 21.22.03.22.13,**

**FERC License Number: N/A**

**PG&E Drawing Number: A-22-03-22**

**Plat No.: (E) T3307**

**LD of Affected Documents: N/A**

**LD of Cross Referenced Documents: N/A**

**Type of interest: Electric Underground Easements (4), Utility Easement (86)**

**SBE Parcel: N/A**

**% Being Quitclaimed: N/A**

**Order or PM: 35408332**

**JCN: N/A**

**County: Butte**

**Utility Notice Number: N/A**

**851 Approval Application No: N/A ;Decision: N/A**

**Prepared By: MY10**

**Checked By: RVML**

**Approved By: N/A (N/A)**

**Revised by: N/A (N/A)**

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
Insert name

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_



## **EXHIBIT “B”**

### **GRANT OF EASEMENT DISCLOSURE STATEMENT**

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E’s applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

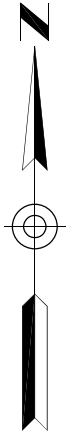
- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E’s applicant requesting the extension of PG&E utility facilities to the applicant’s property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E’s contractors perform this work on your property, if available, or granting permission to PG&E’s applicant or the applicant’s contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E’s applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant’s contractor, to work on your property. Upon completion of the applicant’s installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.



EXHIBIT "A"

SW 1/4 OF THE NE 1/4 SEC. 22,  
T. 22N, R. 03E, MDM



PEARSON RD

APN 052-223-029

BLACK OLIVE DR

**GRANTOR:**  
**TOWN OF PARADISE,**  
**a municipal corporation**  
**Document No. 2015-0010029**  
**BUTTE COUNTY RECORDS**  
**DATED: 3/26/15**  
**APN 052-223-027**  
**LD #2122-03-10933**

TIE:  
SOUTHWESTERLEY CORNER OF LOT 11  
MAP OF WOOD SIDE SUBDIVISION  
14 MAPS 25

60'±

APPROXIMATE LOCATION OF A  
10' WIDE PG&E CO. EASEMENT

10'

APN 052-223-030

APN 052-223-013

**LEGEND**

- PARCEL LINE
- SUBJECT PARCEL LINE
- - - APPROXIMATE LOCATION OF A 10' WIDE PG&E EASEMENT

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG  
BOUNDARIES OR LINES

Applicant:				SCALE	DATE
TOWN OF PARADISE—SERVICE EXTENSION—220 PEARSON RD				1"=20'	10/21/23
SECTION	TOWNSHIP	RANGE	MERIDIAN	COUNTY OF: BUTTE	TOWN OF: PARADISE
SW1/4 OF NE1/4 22	22N	03E	MDM	F.B.: N/A	DR.BY: MY10 CH.BY: RVML
PLAT MAP (E) T3307, AS112-M02				PG&E	N.VALLEY DIVISION
REFERENCES 14 MAPS 25				35408332 AUTHORIZ	A-22-03-22 DRAWING NO.



**Town of Paradise  
Council Agenda Summary  
Date: November 14, 2023**

**Agenda Item: 6(a)**

**ORIGINATED BY:** Eric Reinbold, Police Chief  
**REVIEWED BY:** Jim Goodwin, Town Manager  
Scott Huber, Town Attorney  
**SUBJECT:** Consider Amendment to the Town's Parade Ordinance  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Consider waiving the first reading of Town Ordinance No. \_\_\_\_\_ and read by title only; and, 2. Introduce Town Ordinance No. \_\_\_\_\_. "An Ordinance Amending Paradise Municipal Code Section 10.20.100 Relating To Parades And Compliance With Parade Permits Terms; or, 3. Adopt an alternative directive to Town staff. (ROLL CALL VOTE)

**Background:**

Attached with this council agenda summary for your consideration and recommended adoption for introduction purposes is a copy of an ordinance document recently prepared by the Town Attorney and reviewed by the Police Chief and Town Manager. Recommended text amendments to the ordinance are shown in "underlined text" (additions). Deletions to the current ordinance are shown in "~~strikethrough text~~".

**Analysis:**

There has been discussion for some time related to the parade ordinance for the Town of Paradise. Significant concerns have been raised related to safety of parade participants and members of the public who view parades. Following a review of the Town's ordinance, staff determined that changes were warranted to prohibit some behavior and activities that could result in injury or loss of life to parade participants or members of the public.

The attached ordinance proposes the implementation of standards for float entry, including the provision of a fire extinguisher, ensuring that the float vehicles and tow-vehicles are rated for the weight of the decorations and riders, as well as prohibiting individuals getting on and off floats as they are in motion. The proposed ordinance also requires that the parade permit applicant ensure compliance with the Town's ordinance by all parade participants.

**Financial Impact:**

None. These regulations would need to be enforced by a parade permit applicant and have no fiscal impact on the Town. Further, these proposed regulations would ensure that any parades in the Town are conducted in a safe manner and may result in a reduced demand for first responder calls during a parade.

**Attachments:**

1. Ordinance No. \_\_\_\_\_ “An Ordinance Amending Paradise Municipal Code Section 10.20.100 Relating To Parades And Compliance With Parade Permits Terms.”

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

AN ORDINANCE AMENDING PARADISE MUNICIPAL CODE SECTION 10.20.100 RELATING TO  
PARADES AND COMPLIANCE WITH PARADE PERMITS TERMS

SECTION 1. Section 10.20.100 of the Paradise Municipal Code is amended to read as follows:

**10.20.100 Compliance with, possession of permit, and parade entrant requirements**

- A. Any permittee under this chapter shall comply, and ensure compliance by all parade participants, with all permit directions and conditions and with all applicable laws and ordinances.
- B. The permittee ~~parade chairman~~ or other person heading or leading such activity shall carry the town issued parade permit upon his/her person during the conduct of the parade.
- C. The Permittee shall ensure that all parade entrants, participants and floats, comply with the following terms:
  - a. All floats must use nonflammable materials, to the maximum extent practicable;
  - b. Floats cannot exceed 50 feet in length (including tow vehicle), 13 feet in height and 10 feet in widthwide.
  - c. All vehicles must be properly registered, insured and drivers must have proper license. Tow vehicles must be rated to tow the weight of the trailer or float.
  - d. Floats must be a minimum of 12 inches ground clearance from the frame. Nothing can drag on the roadway from the float. Proper clearance of materials from around the wheels of the vehicles must be incorporated to avoid any materials being caught in them.
  - e. A minimum of one U.L. approved, current dated, multipurpose, dry chemical 2A10BC fire extinguisher must be carried on all floats. The extinguisher must have certification as current or if a new fire extinguisher, must have sales receipt of purchase.
  - f. No smoking on or within 30 feet of ~~near~~ any floats at any time.
  - g. Float beds must be sturdy and rated to carry the weight to be imposed.
  - h. Tow vehicles must be properly registered
  - i. The float vehicle must be properly serviced for gasoline, water, oil, brakes, tires and battery prior to entry into the parade. NO extra gasoline, other than in the vehicle's tank, can be carried on the float vehicle.
  - j. Float Riders:
    - i. All passengers standing or sitting on the float MUST be wearing a safety belt or have handholds or other support while the float is moving.

- ii. Absolutely no riders will be allowed to ride on the edge of the float. Any float with riders or articles hanging over the edge of the float any time before or during the parade will be subject to removal from the line of march.
  - iii. Absolutely no riders may get on or off of float while it is in motion.
  - k. All entries are required to maintain a continuous forward motion during the parade. No stopping to perform anywhere along the parade route.
  - l. Handouts, packaged candy, and favors may be distributed directly by volunteers that are walking with the float. Volunteers must walk up to the sidewalk to distribute materials; no patrons may enter the street along the parade route.
  - m. Nothing can be thrown out or sprayed along the parade route, curbside or behind the crowd.
  - n. The use of cell phones is prohibited while driving a vehicle on the parade route.
- D. A Permittee's failure to comply, or to ensure compliance by all parade participants, with all permit directions and conditions, and with all applicable laws and ordinances may cause the parade to be cancelled or may result in a denial of future parade permit requests.

**SECTION 2.** 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 14th day of February, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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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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Scott E. Huber, Town Attorney



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(b)**

**Date: November 14, 2023**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Jim Goodwin, Town Manager  
Scott E. Huber, Town Attorney  
**SUBJECT:** Award Contract 2023-004 for On-Call Professional Engineering Services – Skyway Corridor Connectivity/Go Paradise: Skyway Link Project  
**LONG TERM RECOVERY PLAN:** Yes, Tiers 1, Evacuation Routes and Interconnected Path System

**COUNCIL ACTION REQUESTED:**

1. Consider concurring with staff’s recommendation of Coastland|DCCM to perform professional civil engineering services on a variety of federally, state, and locally funded efforts contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals; and,
2. Approve the attached Professional Services Agreement RFQ 2023-004 with Coastland|DCCM; and,
3. Adopt Resolution 2023 - \_\_\_ “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Professional Services Agreement for RFQ 2023-004 On-Call Professional Civil Engineering Services – Skyway Corridor up to the Maximum Contract Aggregate Amount of Five Million Dollars to Expedite and Facilitate Camp Fire Recovery Efforts”. (ROLL CALL VOTE)

**Background:**

The Town is currently operating a \$580,000,000 Capital Improvement and Disaster Relief Program. In order to delivery these projects and continue restoration and rebuild efforts towards the development of a strong and vibrant community, procurement of professional consultants is necessary.

On September 14, 2023, staff issued a formal Request for Qualifications (RFQ 2030-004) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFQs stated the scope of work for the professional civil engineering services needed and listed a not-to-exceed amount of \$5,000,000 (RFQ 2030-004). The contract term would be for three years, with potential for two one-year extensions by the Town. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff. Tasks assigned amongst these projects could vary and/or include a combination of environmental, surveying, right-of-way, geotechnical, design, master planning documents, bidding and construction engineering.

This procurement is a one-step RFQ qualification-based selection process utilizing task orders.

## Analysis:

By October 12, 2023 at 4:00 PM, Town staff had received five responses to the RFQ. The proposers are listed below:

1. Bureau Veritas North America, Inc.
2. Coastland|DCCM
3. Provost and Pritchard Consulting Group
4. Wood Rodgers, Inc.
5. HDR Engineering, Inc.

Proposals received included cost estimates as a separate attachment to allow for a fair and objective evaluation of the submittals. A three-member evaluation committee was formed to evaluate the proposals, including the following members:

Kieran Jellema, Town of Paradise, Administrative Assistant  
Colin Nelson, Town of Paradise, Capital Projects Manager  
Marc Mattox, Town of Paradise, Public Works Director

**Table 1: Evaluation Criteria Table**

No.	Evaluation Criteria	Total Possible
1	Completeness of Response	15
2	Experience and Qualifications	35
3	Schedule	15
4	Project Methodology & Approach	15
5	Familiarity & Experience with Local, State and Federal Procedures	20
<b>TOTAL SCORE</b>		<b>100</b>

Committee review of the SOQs was performed independently. Evaluation scoring and ranking are shown in Table 2.

**Table 2: Scores and Ranking**

Consultant Name	Raw Score Total	Ranking Total	Final Ranking
Bureau Veritas North America, Inc.	132.5	14	5
Coastland DCCM	291	3	1
Provost and Pritchard Consulting Group	228	11	4
Wood Rodgers, Inc.	256	8	3
HDR Engineering, Inc.	281	5	2

The evaluation committee selected the top ranked firm as Coastland|DCCM to proceed with the next phase of the procurement process. Per Federal-Aid procedures, the top ranked consultant cost proposal was opened to begin negotiations and proceed with the Caltrans Office of Audits and Investigation review of financial documents.

Staff recommends Council consider awarding a professional services agreement, Attachment A, to Coastland|DCCM to perform on-call professional civil engineering services for a variety of local,



state, and federally-funded projects. Award of the contract will be contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals.

**Financial Impact:**

The professional services agreement and associated task orders will include a combination of federal, state and local funds estimated not-to-exceed in aggregate \$5,000,000.

**Attachments:**

- A. Resolution Approving Contract 2023-004
- B. Agreement for Professional Services – Coastland|DCCM

**TOWN OF PARADISE  
RESOLUTION NO. 2023 - \_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO  
EXECUTE THE AGREEMENT FOR PROFESSIONAL SERVICES AND  
INDIVIDUAL TASK ORDERS UNDER THE PROFESSIONAL SERVICES  
AGREEMENT FOR RFQ 2023-004 ON-CALL PROFESSIONAL CIVIL  
ENGINEERING SERVICES – SKYWAY CORRIDOR UP TO THE MAXIMUM  
CONTRACT AGGREGATE AMOUNT OF FIVE MILLION DOLLARS TO  
EXPEDITE AND FACILITATE CAMP FIRE RECOVERY EFFORTS**

**WHEREAS**, the 2018 Camp Fire caused unprecedented damage to the Town of Paradise and has necessitated a variety of recovery projects which are further guided by Paradise Long-Term Recovery Plan; and

**WHEREAS**, the Town of Paradise 2023/2024 Disaster Recovery and Capital Improvement Plan identifies over \$580M in projects spanning multiple project phases, timelines, and funding sources; and

**WHEREAS**, in an effort to streamline and expedite delivery of recovery projects, staff issued a Request for Qualifications (RFQ) 2023-004 On-Call Professional Civil Engineering Services – Skyway Corridor; and

**WHEREAS**, RFQ 2023-004 was designed for a three-year contract with potential of two one-year extensions; and

**WHEREAS**, RFQ 2023-004 was designed for a not-to-exceed aggregate contract amount of \$5,000,000; and

**WHEREAS**, RFQ 2023-004 was prepared and reviewed for the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements; and

**WHEREAS**, RFQ 2023-004 was advertised on September 14, 2023 for On-Call Professional Civil Engineering services; and

**WHEREAS**, RFQ 2023-004 yielded five responses by October 12, 2023 at 4:00 PM from the following firms:

1. Bureau Veritas North America, Inc.
2. Coastland|DCCM
3. Provost and Pritchard Consulting Group
4. Wood Rodgers, Inc.
5. HDR Engineering, Inc.

**WHEREAS**, each firm was evaluated by a three-member panel of Town staff using the following criteria:

No.	Evaluation Criteria	Total Possible
1	Completeness of Response	15
2	Experience and Qualifications	35
3	Schedule	15
4	Projects Overview and Approach	20
5	Familiarity and Experience with Local, State, and Federal Procedures	15
<b>TOTAL SCORE</b>		<b>100</b>

**WHEREAS**, the recommended consultant to be included in the Professional Services Agreement is Coastland|DCCM; and

**WHEREAS**, the selected consultant is required to pass a pre-award audit by the California Department of Transportation Independent Office of Audits and Investigations prior to contract execution, including a review of all financial documents and indirect cost rates; and

**WHEREAS**, by designating the Town Manager authority to execute all task orders associated with RFQ 2023-004, full benefits of this robust procurement process will be realized by expediting the award process.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Paradise-designates authority to the Paradise Town Manager To execute the Agreement for Professional Services and Individual Task Orders under the Professional Services Agreement for RFQ 2023-004 On-Call Professional Civil Engineering Services – Skyway Corridor up to the maximum contract aggregate amount of Five Million Dollars to expedite and facilitate Camp Fire recovery efforts.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 14<sup>th</sup> day of November, 2023, by the following vote:

**AYES:**  
**ABSENT:**

**NOES:**  
**ABSTAIN:**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**

\_\_\_\_\_  
Consultant

On-Call Professional Engineering Services – Skyway Corridor  
Project Title

Varies  
Budget Account Number

**ARTICLE I INTRODUCTION**

This AGREEMENT is between Town of Paradise and the following named, hereinafter referred to as, CONSULTANT:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the “CONSULTANT” will be (NAME)

The Contract Administrator for the Town of Paradise will be Marc Mattox, Public Works Director/Town Engineer.

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated (DATE). The approved CONSULTANT’s Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

**B. INDEMNITY AND DEFENSE**

1. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of sue of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of Town of Paradise, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

## 2. Duty to Defend

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by TOWN OF PARADISE, CONSULTANT shall defend the TOWN OF PARADISE at CONSULTANT's cost or at TOWN OF PARADISE's option, to reimburse TOWN OF PARADISE for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by TOWN OF PARADISE is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and TOWN OF PARADISE, as to whether liability arises from the sole or active negligence of the TOWN OF PARADISE or its officers, employees, or agents, CONSULTANT will be obligated to pay for TOWN OF PARADISE's defense until such time as a final judgment has been entered adjudicating the TOWN OF PARADISE as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

- C. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of Town.
- D. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Town of Paradise. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.

- G. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- I. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- J. CONSULTANT shall comply with the provisions of this agreement and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.
- K. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.
- L. All days set out herein are calendar days unless otherwise specified.
- M. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

**ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be posted at least once a month. The report shall be sufficiently detailed for TOWN OF PARADISE's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with TOWN OF PARADISE's Contract Administrator or Project Coordinator, as needed, to discuss progress on the projects.

**ARTICLE III STATEMENT OF WORK**

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled "SCOPE OF SERVICES".

**ARTICLE IV PERFORMANCE PERIOD**

- A. Exhibit C is the "SCHEDULE OF PERFORMANCES" and is attached and incorporated. This AGREEMENT shall go into effect on DATE, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise's Contract Administrator. The AGREEMENT shall end on DATE, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.

- B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a Notice to Proceed.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

#### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal, described in Exhibit B entitled "COMPENSATION". The specified hourly rates shall include all costs, including but not limited to direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order when presented along with documentation of such costs acceptable to the Town.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.
- D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the Town of Paradise and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price), Actual Cost plus Fixed Fee, or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is

responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.
- O. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed **\$5,000,000**. It is understood and agreed that there is no guarantee, either express or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.
- J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) days after the performance of work for which CONSULTANT is



billing or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and task order. Credits due to the Town of Paradise that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to the Town of Paradise's Contract Administrator at the following address:

Marc A. Mattox, Public Works Director/Town Engineer  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

#### **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by TOWN OF PARADISE, provided that TOWN OF PARADISE gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. TOWN OF PARADISE may temporarily suspend this AGREEMENT, at no additional cost to TOWN OF PARADISE, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If TOWN OF PARADISE gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to TOWN OF PARADISE for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN OF PARADISE.
- D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and TOWN OF PARADISE shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. The Town of Paradise, HCD, HUD, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise's Finance Director.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by TOWN OF PARADISE will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be

reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, TOWN OF PARADISE, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN OF PARADISE Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the TOWN OF PARADISE Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to TOWN OF PARADISE final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of TOWN OF PARADISE; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN OF PARADISE no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between TOWN OF PARADISE and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no sub agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.

E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE Contract Administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be withheld by TOWN OF PARADISE from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant 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 CONSULTLANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

#### **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

A. Prior authorization in writing by TOWN OF PARADISE's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five

thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN OF PARADISE's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN OF PARADISE in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN OF PARADISE procedures; and credit TOWN OF PARADISE in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE.
  - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

#### **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage

requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The



CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
  4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
    - a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
    - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
    - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
    - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
  5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.
- G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the TOWN OF PARADISE, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

**ARTICLE XIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any TOWN OF PARADISE employee. For breach or violation of this warranty, TOWN OF PARADISE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING TOWN OF PARADISE, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:
  - 1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN OF PARADISE to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN OF PARADISE shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant 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 TOWN OF PARADISE components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant 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.

**ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - 3. Does not have a proposed debarment pending; and
  - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

- B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA, and/or HUD.

**ARTICLE XVIII INSURANCE**

Consultant shall provide Insurance as described in Exhibit D entitled "INSURANCE REQUIREMENTS".

- A. Prior to Agreement execution, CONSULTANT shall furnish the Town of Paradise with a Certificate of Insurance evidencing the insurance types and requirements set forth in Exhibit D.
- B. That the Town of Paradise will not be responsible for any premiums or assessments on the policy.
- C. The required insurance listed in Exhibit D shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year.
- D. New Certificates of Insurance are subject to the approval of the Town of Paradise. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the Town of Paradise may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

**ARTICLE XIX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to TOWN OF PARADISE for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or TOWN OF PARADISE governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

- D. TOWN OF PARADISE has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

**ARTICLE XX CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by TOWN OF PARADISE’s Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by TOWN OF PARADISE’s Contract Administrator.

**ARTICLE XXI CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, TOWN OF PARADISE has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**ARTICLE XXII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of TOWN OF PARADISE’s Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by TOWN OF PARADISE Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

### **ARTICLE XXIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit TOWN OF PARADISE, the State, FHWA, and HUD if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

### **ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by TOWN OF PARADISE Safety Officer and other TOWN OF PARADISE representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, TOWN OF PARADISE has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

### **ARTICLE XXV OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of Town, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by Town.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein,



including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by Town for another project or project location shall be at Town's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. TOWN OF PARADISE may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA, and HUD shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVI CLAIMS FILED BY TOWN OF PARADISE'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by TOWN OF PARADISE's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with TOWN OF PARADISE'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that TOWN OF PARADISE considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from TOWN OF PARADISE. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with TOWN OF PARADISE's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

**ARTICLE XXVII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by TOWN OF PARADISE relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or TOWN OF PARADISE's actions on the same, except to TOWN OF PARADISE's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by TOWN OF PARADISE, and receipt of TOWN OF PARADISE'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than TOWN OF PARADISE, Caltrans, and/or FHWA, or HUD. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

**ARTICLE XXVIII CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS**

The Consultant must take the affirmative steps listed below when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- A. Affirmative steps must include:
  1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of

CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by TOWN OF PARADISE. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

#### **ARTICLE XXXI PROMPT PAYMENT**

##### **A. PROMPT PAYMENT FROM TOWN OF PARADISE TO CONSULTANT**

The TOWN OF PARADISE shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the TOWN OF PARADISE fails to pay promptly, the TOWN OF PARADISE shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgement remain unsatisfied and pro-rated as necessary. Upon receipt of a payment request, the TOWN OF PARADISE shall act in accordance with both of the following:

- (1) The Town of Paradise shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The Town of Paradise must return any payment request deemed improper by the Town of Paradise to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

##### **B. PROMPT PAYMENT CERTIFICATION**

For projects awarded on or after September 1, 2023, the CONSULTANT must now submit Exhibit 9-P to the Town of Paradise administering the contract by the 15<sup>th</sup> of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Town of Paradise must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The Town of Paradise must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

#### **ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:           Consultant  
                              (Name), Project Manager  
                              Address

TOWN OF PARADISE:   Town of Paradise  
                              Marc Mattox, Contract Administrator  
                              5555 Skyway  
                              Paradise, CA 95969

**ARTICLE XXXIII CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named TOWN OF PARADISE, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXIV SIGNATURES**

**TOWN OF PARADISE**  
**A Municipal Corporation**

\_\_\_\_\_ **Consultant**

By: \_\_\_\_\_  
Jim Goodwin, Town Manager

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Scott E. Huber, Town Attorney

By: \_\_\_\_\_  
Dina Volenski, Town Clerk



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(c)**

**Date: November 14, 2023**

**ORIGINATED BY:** Marc Mattox, Public Works Director/Town Engineer  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Town of Paradise Storm Drainage Systems Update  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1 – Multiple

**Council Action Requested:**

None. This item is for information only.

**Background:**

On Friday, September 29, 2023, the Town of Paradise experienced a peak rain event that included 3.16” of rainfall over 13 hours with a peak hour of 1.6” – calculated at the 100-year storm for a period of 15+/- minutes. This storm event caused significant damage to public and private property throughout Paradise.

At the October 10, 2023 Council Meeting, Paradise Town Council requested an update on overall storm drainage systems.

**Analysis:**

Over the last twenty years, the Town of Paradise has faced a multitude of challenges, in recent regarding its public storm drain infrastructure. As a rural community, most of the Town’s storm drain systems include open surface flow through roadside ditches and channels. However, the Town does have about 24 miles of storm drain pipes of varying materials including asbestos cement, reinforced concrete, corrugated metal and plastic pipes.

Many of these pipes were installed decades ago and are now deteriorating, leading to leaks, blockages, and reduced overall functionality. These aging pipes have become a significant concern for the town as they are ill-equipped to handle the increased stormwater runoff that occurs during heavy rains, making the area susceptible to flooding and water damage.

In addition to aging pipes, Paradise also grapples with an abundance of open ditches, which pose their own set of challenges. These open ditches are remnants of earlier stormwater management systems and can become problematic when clogged with debris or overgrown vegetation. These ditches can also impede proper drainage, leading to flooding and erosion.

Another critical challenge is the increased runoff, erosion, and sedimentation due to the 2018 Camp Fire's devastating impact on the landscape. With large areas of forest and vegetation destroyed, the soil's ability to absorb rainfall has significantly diminished, leading to increased runoff during storms. This increased runoff carries sediments and debris into the storm drain

system, clogging pipes and ditches, and exacerbating the erosion issues in the town. The sedimentation also negatively affects water quality, posing environmental and public health concerns.

In June of 2022, Paradise Town Council approved the 2022 Storm Drain Master Plan (SDMP) – funded by a Hazard Mitigation Grant Program grant. The Storm Drain Master Plan was a comprehensive effort to evaluate storm drain needs within the Town and develop recommendations to support recovery following the 2018 Camp Fire. The Executive Summary of the SDMP is included in this Agenda Packet.

The SDMP provides recommendations for 42 unique projects estimated at over \$14M which will aim to reduce flooding at locations along key roadways and at other locations where frequent flooding was a known issue in addition to correcting known material deficiencies.

Further the SDMP recommends:

1. Preparation of a supplemental field inspection plan and performance of supplemental field inspections focused on corrugated metal pipe (CMP) segments where their condition is not known;
2. Replacement of CMP with reinforced concrete pipe (RCP) where inspection data reveals segments that are failing;
3. Maintenance of the SDMP GIS in order to keep it up-to-date with pipe inspection data and configuration data as new systems are added and when existing systems are improved;
4. Use of the Flood Information Tool to assign appropriate flood protection conditions of approval for development and redevelopment projects and evaluate Special Permit Zone (SPZ) requirements for residential and commercial fire rebuild projects;
5. Replacement of the outdated SPZs with mapping based on the results from the SDMP;
6. Evaluation of projects that have potentially significant impacts on flooding by using the
7. SDMP model to compare existing and proposed conditions;

Additionally, the SDMP recommends that a CMP replacement plan be developed for 87 locations where CMP crosses roadway centerlines that were not identified for replacement in the other projects defined in the SDMP -- estimated at an additional \$5M+.

Since the adoption of the SDMP, staff has implemented the Flood Information tool in all Special Permit Zone building permit application in addition to detailed analysis and design data for capital improvement projects.

Due to the nature of storm drain infrastructure funding opportunities remaining sparse, staff has continued to prioritize and address critical failures while using maintenance staff to triage drainage systems as issues are presented. At the present time, Paradise is utilizing a grant through the Alliance for Workforce Development which provides an average of 3-5 additional staff members to the maintenance team which focus on storm damage repair from the 2022/2023 winter storms.

Moving forward, staff is watching two funding sources – further Hazard Mitigation Grant Program funds as well as CDBG-DR MIT (Mitigation) funding for SDMP implementation. When secured,

staff will prioritize projects which provide the highest benefit to public safety and overall storm drain system effectiveness.

**Financial Impact:**

Various financial impacts are associated with the recommended actions. Staff will continue to seek grant funding to assist with capital project development and improvements.



## EXECUTIVE SUMMARY

### PURPOSE

The purpose of this Storm Drainage Master Plan (SDMP) was to establish a prioritized project improvement list aimed at reducing the risk of flooding within the town of Paradise (Town). The SDMP developed the project improvement list employing the following steps:

1. Preparing a drainage system map in a Geographic Information System (GIS) based on as-built drawings, topographic mapping, aerial imagery, and field investigations;
2. Performing condition assessments on selected features;
3. Modeling the drainage system using a system<sup>1</sup> that provides a realistic depiction of flooding in order to assess flood risks;
4. Delivering GIS data and tools that facilitate the Town's use of the system mapping and model results;
5. Coordinating with Town's staff and consultants on roadway improvement projects to identify locations where drainage improvement projects are needed; and
6. Configuring planning-level drainage improvement projects based on identified needs and model results.

This SDMP provides the Town with a framework to evaluate storm drainage related recovery efforts from the Camp Fire that destroyed most of the Town in November of 2018. This SDMP evaluates and redefines the limits of expected storm drainage through the Town, and this new flood mapping can be used to help guide the reconstruction efforts in order to reduce the risk of new structures being impacted by runoff and to continue conveyance of runoff that could have been expected based on historical conditions. In addition, the SDMP identifies a project improvement list, and the SDMP model will inform roadway improvement projects so that drainage deficiencies can be addressed as the roadway projects are implemented. Improved roadways and drainage systems will make the Town less susceptible to flood damages and better able to respond to, and recover from, future emergencies.

### APPROACH

The SDMP developed a state-of-the-art computer model of the drainage system in order to evaluate and present expected flood conditions throughout the Town. The computer model calculated runoff from rainfall and applied the runoff at catch basins, culvert inlets and other concentration points. Watersheds were delineated for each concentration point and hydrologic parameters were developed based on impervious coverage, flow lengths and ground slope. The model included the

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<sup>1</sup> A dynamic drainage system model was used that provides a representation of the physical drainage system, including areas of significant surface flow, to accurately route the modeled runoff.





public drainage system with inlets and manholes represented as nodes and pipes represented as links. The drainage system configuration was obtained by digitizing layouts from record drawings, review of imagery and topographic data, and field inspections. Runoff within the capacity of the underground drainage system was routed through it while the remainder was routed on a two-dimensional representation of the surface. The two-dimensional representation of the surface was developed from Light Detection And Ranging (LiDAR) data. The modeled surface varies in resolution in order to simulate details that impact conveyance along streets and narrow channels while using larger mesh elsewhere. This approach balances the advantages of model precision while economizing model run times.

Four hydrologic simulations were prepared. Design precipitation distributions were developed from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 for 10-year and 100-year average recurrence interval storms. These storms have annual exceedance probabilities of 0.10 and 0.01, respectively. The Town was divided into two precipitation zones in order to distinguish between areas of higher expected precipitation to the north and lower expected precipitation to the south. One hydrologic condition was based on the pre-fire level of development and the other hydrologic condition was based on General Plan build-out land use. In summary, the four simulations included the 10-year event for pre-fire development conditions, the 100-year event for pre-fire development conditions, the 10-year event for General Plan build-out conditions, and the 100-year event for General Plan build-out conditions.

As part of the field inspection work to resolve areas of uncertain drainage configuration data, a sample set of locations were reviewed from the surface and by using photographs taken by lowering a camera at manhole and inlet locations. A Conditional Assessment Report was prepared based on the observations that were made.

## RESULTS

The results of the SDMP are maps that show flood depths for the four hydrologic simulations and tables that list peak flow rates at key locations. The model provides a water surface elevation at each two-dimensional mesh element. Digital water surfaces based on the model results for the four simulations were prepared and mapped relative to the detailed LiDAR data in order to provide better precision in the mapped water surface depths than was available directly from model results. The map of 100-year flood depths based on pre-fire conditions is presented on **Figure ES-1** (attached). Model results are available that show hydrographs that allow a reviewer to see how depths and flows vary over time. The results were used to develop a Flood Information Tool that allows the Town to enter any address or parcel number to obtain a map that shows 100-year flood depths based on General Plan build-out conditions at the location of interest with topographic contours and any drainage system in the area.

The model results were reviewed to identify locations of apparent deficiencies and to check model results at locations where the Town identified known drainage issues. Model results were also used



to provide design flows for storm drainage improvements being incorporated into roadway projects.

## RECOMMENDATIONS

The SDMP provides recommendations for projects:

1. To reduce flooding at locations along key roadways and at other locations where frequent flooding was a known issue; and
2. To correct known material deficiencies.

The locations of the recommended projects are presented in **Figure ES-2**. Additional recommendations include:

1. Preparation of a supplemental field inspection plan and performance of supplemental field inspections focused on corrugated metal pipe (CMP) segments where their condition is not known;
2. Replacement of CMP with reinforced concrete pipe (RCP) where inspection data reveals segments that are failing;
3. Maintenance of the SDMP GIS in order to keep it up-to-date with pipe inspection data and configuration data as new systems are added and when existing systems are improved;
4. Use of the Flood Information Tool to assign appropriate flood protection conditions of approval for development and redevelopment projects and evaluate Special Permit Zone (SPZ) requirements for residential and commercial fire rebuild projects;
5. Replacement of the outdated SPZs with mapping based on the results from the SDMP;
6. Evaluation of projects that have potentially significant impacts on flooding by using the SDMP model to compare existing and proposed conditions; and
7. Allowing for the use of the Rational Method for projects that only require local peak flows for pipe sizing.

## PLANNING-LEVEL COST ESTIMATES

Planning-level cost estimates were prepared for each recommended project location, except for those locations that are being included in the improvement plans for Pentz Road. **Table ES-1** (below) summarizes the opinions of probable cost by project location.



Table ES-1: Opinions of Probable Cost by Project Location

Project Location Number	Project Location	Construction Cost Total (\$)	Easements (\$)	Soft Costs (\$)	Total Costs (\$)
2	Paradisewood Drive near Pentz Road	134,900	-	67,500	202,400
3	Clark Road and Cypress Lane	223,500	7,200	111,800	342,500
5	Rocky Lane near Herman Road	25,500	-	12,800	38,300
7	Wagstaff Road and Fuhrmann Drive	387,700	22,500	193,900	604,100
8	Wagstaff Road near Parkwood Way	384,100	1,000	192,100	577,200
9	Bille Road near Pentz Road	390,500	5,900	195,300	591,700
10	Wagstaff Road from Pentz Road	592,900	-	296,500	889,400
11	Bille Road and Skyway	290,200	-	145,100	435,300
12	Bille Road near Lucky John Road	459,600	7,700	229,800	697,100
13	Descanso Lane Near Bille	36,400	-	18,200	54,600
14	Saxberg Drive near Woodbrook Circle	412,600	18,400	206,300	637,300
15	Oliver Road Near Valley View Drive	233,100	-	116,600	349,700
16	Crestmoor Drive and Rankin Way	72,100	-	36,100	108,200
17	Elliott Road near Grape Lane	97,900	-	49,000	146,900
18	Elliott Road and Copeland Road	769,700	-	384,900	1,154,600
19	Elliott Road east of Maxwell Drive	483,700	17,500	241,900	743,100
20	Elliott near James	98,500	-	49,300	147,800
22	Pearson Road near Hilbe Drive	468,100	-	234,100	702,200
23	Pearson Road near Travis Road	186,000	2,600	93,000	281,600
24	Pearson Road and Cathy Lane	344,000	-	172,000	516,000
25	Pearson Road near Chapel Drive	500,300	-	250,200	750,500
26	Pearson Road east of Scottwood Road	133,200	-	66,600	199,800
27	Pentz Road and York Towne Manor	928,900	-	464,500	1,393,400
28	Stearns Road south of Pearson Road	157,500	-	78,800	236,300
29	Foster Road south of Marvin Drive	157,800	-	78,900	236,700
30	De Mille Road and Harrison Road	407,700	-	203,900	611,600
31	Foster Road and Roe Road	448,800	-	224,400	673,200
32	Ingalls Road north of Deodara Way	22,000	-	11,000	33,000
33	West of Copeland Road south of Covert Lane	34,300	-	17,200	51,500
34	South of Golden Oaks Road	26,500	-	13,300	39,800
35	Skyway South of Fir Street	51,100	-	25,600	76,700
36	Valley Ridge near Valley View Drive	10,400	-	5,200	15,600
37	Pearson Road near College Hill Road	111,200	-	55,600	166,800
38	Scottwood Road near Highland Lane	12,800	-	6,400	19,200
39	South side of Crandall Way	14,000	-	7,000	21,000
40	South of Frontier Road	41,900	-	21,000	62,900
41	1359 Wagstaff Road	54,800	-	27,400	82,200
42	Pearson Road near Middle Libby Road	18,700	-	9,400	28,100
<b>Total Cost</b>		<b>9,222,900</b>	<b>82,800</b>	<b>4,612,600</b>	<b>13,918,300</b>



Additionally, the SDMP recommends that a CMP replacement plan be developed for 87 locations where CMP crosses roadway centerlines that were not identified for replacement in the other projects defined in the SDMP.

The 87 locations identified in the replacement program cover nearly 6,000 linear feet of pipe ranging in size from 12 inches to 84 inches in diameter. An overall planning-level construction cost estimate for replacing these 87 pipes, including construction of headwalls and endwalls on the 59 culverts, is \$3,500,000. The planning-level total cost for the CMP replacement plan, including soft costs, is \$5,250,000.




FIGURE ES-1  
**PRE-FIRE CONDITIONS  
 100-YEAR FLOOD DEPTH MAP**

STORM DRAINAGE MASTER PLAN

PARADISE, CA








JUNE 2022

Legend

 Paradise Town Limits

Depth Results (feet)

Value

-  0.25 foot - 1 foot
-  1 foot - 2 feet
-  2 feet - 3 feet
-  3 feet - 5 feet
-  5 feet - 7 feet
-  7 feet - 10 feet
-  Greater than 10 feet

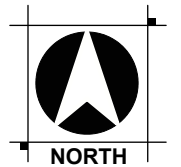
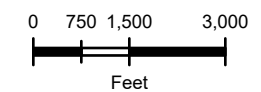
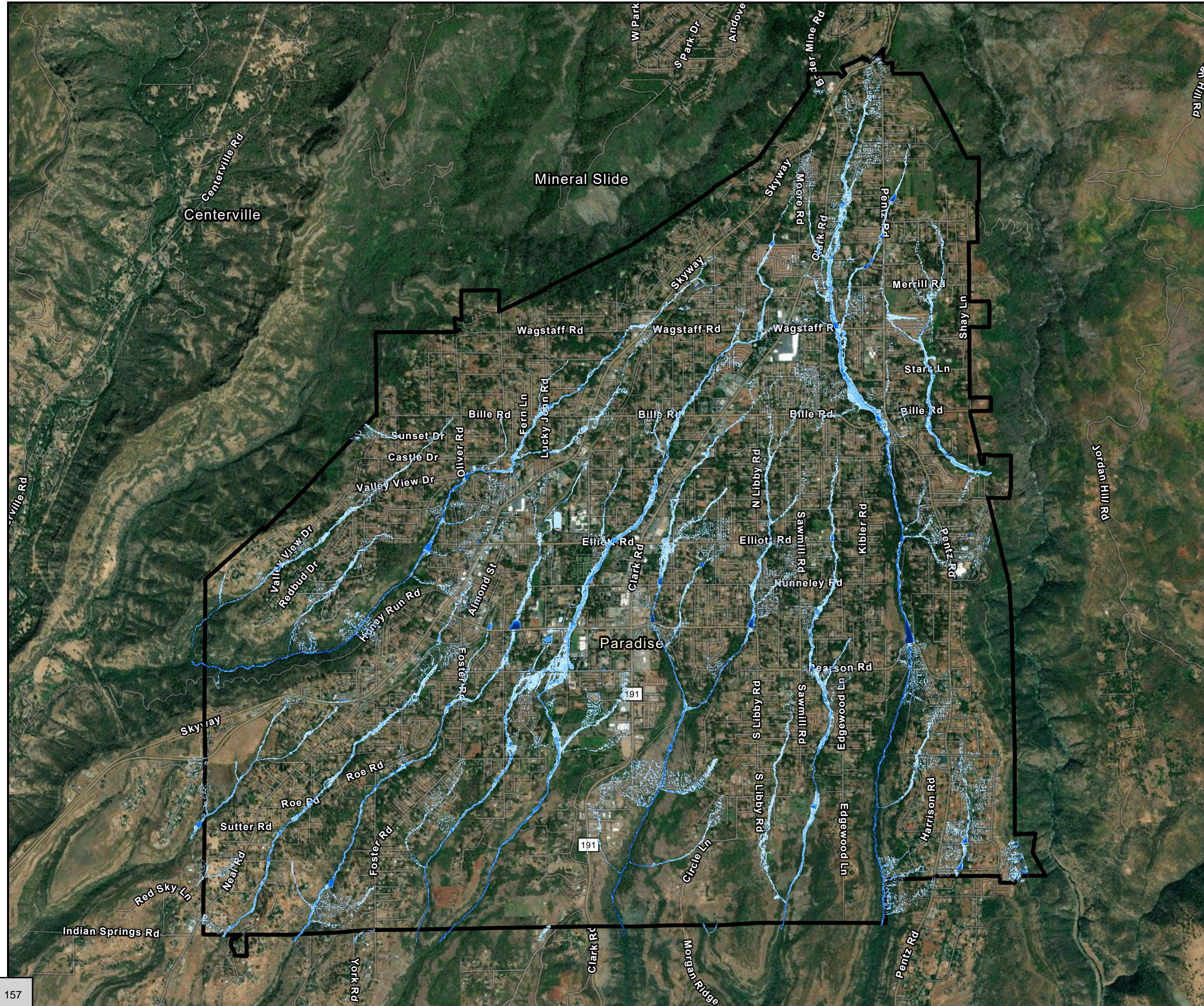




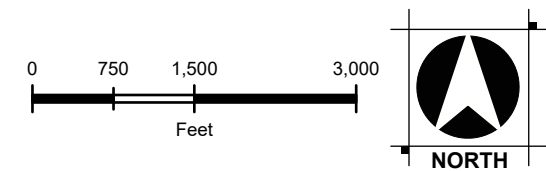
FIGURE ES-2  
**PROJECT LOCATIONS**  
 STORM DRAINAGE MASTER PLAN  
 PARADISE, CA  
 JUNE 2022

Legend

Issue

- Flooding
- Material Deficiency

Project Number	Project Location
01	Pentz Road near Timber Lane
02	Paradisewood Drive near Pentz Road
03	Clark Road and Cypress Lane
04	Pentz Road and Merrill Road
05	Rocky Lane near Herman Road and the Paradise Memorial Trailway
06	Wagstaff Road and Pentz Road
07	Wagstaff Road and Fuhrmann Drive
08	Wagstaff Road near Parkway Way
09	Bille Road near Pentz Road
10	Wagstaff Road from Pentz Road to Fuhrmann Drive
11	Bille Road and Skyway
12	Bille Road near Lucky John Road
13	Bille Road near Descanso Lane
14	Saxberg Drive
15	Oliver Road near Valley View Drive
16	Crestmoor Drive and Rankin Way
17	Elliott Road near Grape Lane
18	Elliott Road and Copeland Road
19	Elliott Road between Maxwell Drive and Clark Road
20	Elliott Road near James Drive
21	Pentz Road and Pearson Road
22	Pearson Road near Hilbe Drive
23	Pearson Road near Travis Road
24	Pearson Road and Cathy Lane
25	Pearson Road near Chapel Drive
26	Pearson Road near Scottwood Road
27	Pentz Road near York Towne Manor
28	Stearns Road
29	Foster Road south of Marvin Drive
30	DeMille Road and Harrison Road
31	Foster Road and Roe Road
32	Ingalls Road north of Deodara Way
33	West of Copeland Road and south of Covert Lane
34	South of Golden Oaks Road
35	Skyway south of Fir Street
36	Valley Ridge Drive near Valley View Drive
37	Pearson Road near College Hill Road
38	Scottwood Road near Highland Lane
39	South side of Crandall Way
40	South side of Frontier Way
41	1359 Wagstaff Road
42	Pearson Road near Middle Libby Road
43	Elk Lane







**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(d)**

**Date: November 14, 2023**

**ORIGINATED BY:** Susan Hartman, Community Development  
Director – Planning & Wastewater

**REVIEWED BY:** Jim Goodwin, Town Manager

**SUBJECT:** Consider Revisions to the Town of Paradise Local Agency Management Program (LAMP) Pertaining to Septic System Setbacks from Utilities.

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Adopt Town of Paradise Resolution No. 2023-\_\_\_\_\_, “A Resolution of the Town Council of the Town of Paradise Amending the Local Agency Management Program (LAMP) Relating to Onsite Sewage Disposal Regulations.”

**Background:**

On September 12, 2023, Town staff engaged in a conversation with the Town Council regarding requested septic system setback updates to the Town’s Local Agency Management Program (LAMP) for the onsite treatment of wastewater in Paradise.

One of those setbacks was in response to state law changing (California Code of Regulations § 64572) regarding the setback requirements between a public water main and any septic tank and/or absorption field. The required setbacks were increased from 10’ to 25’ regardless of if the septic construction was new or a repair.

The other setback request was to add a new line item for underground utilities and codify a long-standing industry practice of maintaining a separation between septic tanks and/or absorption fields and underground utilities which is further enumerated within PG&E’s green book for the installation or underground gas and electrical lines. Horizontal separation distances less than 10’, without mitigation, can cause leachate to infiltrate the non-watertight conduit and cause damage to the utilities.

In addition, staff requested a new footnote in the setback table to specify that the setback was measured from the edge of a utility easement, if installed within one.

At the end of the discussion, Council remanded the agenda item back to staff to work with the utilities for some sort of exception language that would potentially allow reduced setbacks in extraordinary circumstances or with mitigation measures.

**Analysis:**

Staff reached out to both Paradise Irrigation District and PG&E to work on language that would allow a collaborative effort, on a case-by-case basis, to determine if a lesser setback could be approved at the discretion of the affected utility. Instead of specific mitigation measures being incorporated into the LAMP, which may change over time, a general statement allowing considerations to be made by the affected utility is being requested.

Ultimately with the help of the utilities, the requested new setback footnote that pertains to both the water main and undergrounded utilities setback was modified from:

*If the utility and/or water main is within a utility easement, the setback is measured from the edge of the easement.*

To:

***Lesser setbacks may be authorized by the affected utility company on a case-by-case basis. If the utility and/or water main is within a utility easement, the setback is measured from the edge of the easement.***

If approved by Council, Town staff will engage with the affected utility company when a septic repair necessitates a closer setback than listed to seek options and written approval for a closer install.

**Financial Impact:**

There is no General Fund financial impact for the adoption of the proposed Resolution. Any subsequent publication costs would be borne by the Enterprise Fund.

Attachment



**TOWN OF PARADISE  
RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING  
TABLE 3.1 OF THE TOWN OF PARADISE MANUAL FOR THE ONSITE TREATMENT  
OF WASTEWATER LOCATED WITHIN THE LOCAL AGENCY MANAGEMENT  
PROGRAM**

**WHEREAS**, The State Water Resources Control Board adopted Resolution No. 2012-0032 which allowed Local Agencies to propose Local Agency Management Programs for the siting, design, operation, and maintenance of Onsite Wastewater Treatment Systems for California Regional Water Quality Control Board approval as conditional waivers of Waste Discharge Requirements; and

**WHEREAS**, The Regional Water Quality Control Board Central Valley Region approved the Town of Paradise Local Agency Management Program in a public meeting on December 6, 2016; and

**WHEREAS**, The Town of Paradise desires to make amendments to the required septic system setbacks listed within the Local Agency Management Program for subsequent review and approval by the Regional Water Quality Control Board; and

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

1. The changes and additions made to Chapter 3, Table 3.1, of the Town of Paradise Manual for the Onsite Treatment of Wastewater located within the Local Agency Management Program, attached as Exhibit "A", be adopted.
2. That this resolution shall become effective on November 14, 2023.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 14<sup>th</sup> day of November, 2023 by the following vote:

AYES:  
NOES:  
ABSENT:  
NOT VOTING:

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

**ATTEST:**

By: \_\_\_\_\_  
Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Scott E. Huber, Town Attorney

**Exhibit “A”**

**Table 3.1  
REQUIRED SETBACKS**

Setback requirements are minimum and may be altered for wastewater flows over 2500gpd as determined by the Onsite Sanitary Official

Condition	Setback, ft	
	A <sup>1</sup> Dispersal fields, etc.	B <sup>2</sup> Septic tanks, etc.
Wells, whether in use or abandoned, excluding shallow aquifer, non-permanent groundwater monitoring wells associated with hazardous substance investigation sites. Properly destroyed wells are exempt from setbacks	100  150 ft for Public water wells	50  150 ft for Public water wells
Surface waters: <sup>3</sup> perennial (all year) streams, springs or seeps <sup>4</sup> intermittent (part of year) streams, springs or seeps ravine, drainageway or ephemeral stream lakes and reservoirs <sup>5</sup>	100 50 50 200	50 50 50 50
Groundwater interceptors such as french drain or curtain drain used to collect groundwater: upgradient (the interceptor is upgradient) downgradient (the interceptor is downgradient)	20 50 <sup>5</sup>	20 25
Irrigation canals: lined (watertight canal) unlined upgradient downgradient	50  100 100	25  50 50
Cuts exceeding 30%, downslope from a dispersal field, in excess of 30 in. (top of cut): – intersects layers that limit effective soil depth within 48 in. of surface – does not intersect layers that limit effective soil depth	Four times height of cut <sup>7</sup>  10	10  10
Fill downslope from a dispersal field, trenches. Fill must be on top of a native soil surface with over 30% slope <sup>7,8</sup>	Four x's height of fill <sup>7</sup>	10

Condition	Setback, ft	
	A <sup>1</sup> Dispersal fields, etc.	B <sup>2</sup> Septic tanks, etc.
Escarpment (a steep slope or cliff, over 30% slope, that makes a boundary to a flat or gently sloped upland area) downslope from a dispersal field :	50	10
Roadway setback, from road or street edge	20 <sup>9</sup>	20 <sup>9</sup>
Property lines	5	5
Swimming pool	5	5
Water lines (service line off water main)	5	5
Water main (public) – New construction / Repairs	25 <sup>14</sup> /10	25 <sup>14</sup> /10/10
Water main (private)	10	10
Driveway or parking area	0 <sup>10</sup>	0 <sup>11</sup>
Foundations, building peers, foundation lines of any building or structure	5 <sup>12</sup>	5 <sup>12</sup>
Dispersal trench (from the sidewall) Narrow dispersal trenches are exempt as per Section 4.4	8	5
Storm water drainage pipe	25 <sup>13</sup>	5 <sup>13</sup>
Storm Water Retention/Detention Basins	50	50
Underground utility	10 <sup>14</sup>	10 <sup>14</sup>

- 1 **A**= From wastewater dispersal fields or infiltrative surfaces, including dispersal field replacement areas
- 2 **B** = From septic tanks dosing tanks, treatment units and distribution units of over 20 gallon capacity
- 3 Does not prevent stream crossing in approved piping systems; culverting these drainage ways will not be allowed to reduce these setback requirements
- 4 When a perennial stream, spring or seep is upgradient and higher in elevation the setback to "A" or "B" may be reduced to 50 feet
- 5 Any impounded body of water with no less than one-acre foot of water
- 6 Twenty feet if an impermeable barrier is supplied with the drain
- 7 Four times the height of the bank, measured from the top edge of bank (with a 50 foot maximum distance)
- 8 For existing dispersal field repairs where no other option is available earthen fill areas may be exempt from this setback requirement if the fill has been in place for over 5 years, has been adequately evaluated by a qualified designer and has demonstrated compatibility with underlying soils. Native soils underneath fill areas may also be used for dispersal fields if they are properly evaluated by a qualified designer and

necessary system controls/mitigations are designed into the wastewater treatment and dispersal system

9 If an existing public road right-of-way or public utility easement exceeds the twenty-foot setback a greater setback distance is required. A lesser setback distance to the edge of the road is allowed when information is provided that demonstrates the location of the public road right of way or public utility easement is less than 20 feet. In no instance shall a septic tank, etc., or dispersal field, etc., be allowed to be constructed in a public road right of way or public utility easement.

10 Only if percolation rate is less than thirty minutes per inch

11 Only if access risers are provided and a minimum one-foot of total cover is provided over the septic tank. New installations in vehicle areas require traffic-rated septic tanks

12 Including non-slab porches and steps whether covered or uncovered, breezeways, roofing structures, carports, and similar structures or appurtenances. Small cement porches and steps that do not serve as foundations for overhead structures are exempt from these setback requirements

13 Greater or lesser distances may be required depending on site characteristics. Lesser distances may be allowed for storm drains that flow only during rain events and are engineered to eliminate effluent infiltration and preferential pathways

14 Lesser setbacks may be authorized by the affected utility company on a case-by-case basis. If the utility and/or water main is within a utility easement, the setback is measured from the edge of the easement