



Town of Paradise Town Council Meeting Agenda

October 11, 2016

Date/Time: 2nd Tuesday of each month at 6:00 p.m.

Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Jody Jones
Vice Mayor, Scott Lotter
Council Member, Greg Bolin
Council Member, Steve "Woody" Culleton
Council Member, John J. Rawlings

Town Manager, Lauren Gill
Town Attorney, Dwight L. Moore
Town Clerk, Dina Volenski
Community Development Director, Craig Baker
Finance Director/Town Treasurer, Gina Will
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, David Hawks
Chief of Police, Gabriela Tazzari-Dineen

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

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Proclamation/Presentations
 - 1a. p6 Proclamation - Domestic Violence Awareness Month
 - 1b. Presentation - of proceeds from the Wine in the Pines Committee to the Boys and Girls Club
 - 1c. Presentation - Update on Paradise Sewer Project - Town Engineer Marc Mattox
 - 1d. Presentation - Tree Grant Application - Division Chief Hawks

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. p7 Approve Minutes of the September 13, 2016 regular meeting.
- 2b. p13 Approve September 2016 cash disbursements in the amount of \$1,301,331.47
- 2c. p23 Adopt Resolution No. 16-71, a Resolution of the Town Council of the Town of Paradise Amending and Re-Adopting Conflict of Interest Code for the Agencies and Departments of the Town of Paradise Which Incorporate by Reference the Fair Political Practices Commission's Standard Model Conflict of Interest.
- 2d. p29 Approve writing off of uncollectible miscellaneous invoices and citations
- 2e. p35 1. Waive the second reading of Town Ordinance No. 563 and read by title only; and, 2. Adopt Town Ordinance No. 563, " An Ordinance Amending Text Regulations and adopting the 2016 California Building Standards Code within Paradise Municipal Code Title 15 relating to Buildings and Construction".
- 2f. p88 Adopt Resolution No. 16-72, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Department Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for four or more years and are eligible for destruction.
- 2g. p92 (1)Authorize the Police Department to award the Police Patrol Vehicle Bid (three 2017 Ford Interceptor Utility vehicles) to Oroville Ford, 1726 Montgomery St., Oroville CA 95965. (The purchase of three vehicles will cost a total of \$88,295.61, which would be purchased on a five (5) year lease. The lease payment will be funded by Measure C funds, with no General Fund expenditures.)

- 2h. p93 (1) Authorize the Police Department to award the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computer (MDC) Bid (install emergency equipment into three 2017 Ford Interceptor Utility vehicles) to Sutter Buttes Communications, 445 N. Palora Ave., Yuba City, CA 95991.
- 2i. p97 Concur with staff recommendation to file a CEQA Notice of Exemption for the Almond St. Multi-Modal Improvements Project.
- 2j. p102 Adopt Resolution No. 16-73, a Resolution of The Town Council of The Town of Paradise Making Findings Concerning Sole Vendor For The Purchase of A Bucket/Boom Truck From Pacific Excavation of Elk Grove Pursuant To Paradise Municipal Code Sections 2.45.070B and 245.070F.
- 2k. p106 1. Concur with staff's recommendation of Bennett Engineering Services to perform engineering services for the Downtown Paradise Equal Mobility Project; and, 2. Approve the attached Professional Services Agreement with Bennett Engineering Services and authorize the Town Manager and Town Mayor to execute; and, 3. Authorize the Town Manager to execute additional work orders up to 15% of the contract amount.
- 2l. p128 1) Consider the bids received in response to the request for bids dated October 3, 2016; and, 2) Accept the low bid submitted by Towne Ford Sales, Redwood City, in the amount of \$27,656.75 and authorize the Town Manager to execute lease/purchase documents with USbancorp Government Leasing and Finance for this vehicle.
- 2m. p135 Accept the donation of four self-contained breathing apparatus with an estimated value of \$24,250 from Paradise Rotary Club to the Town of Paradise Fire Department.

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

For items that require a published legal notice and/or a mailed notice.

Public Hearing Procedure:

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

- 5a. p136 Conduct the duly noticed and scheduled public hearing concerning this agenda item. Upon conclusion of the public hearing adopt either the recommended action or an alternative action.

RECOMMENDATION: Adopt a MOTION TO:

1. Concur with the project "CEQA determination" finding adopted by the Planning Commission on September 20, 2016, and embodied within Planning Commission Resolution No. 16-01; and, 2. Waive the first reading of entire Town Ordinance No. ____ and read by title only (roll call vote); and, 3. Introduce Town Ordinance No. ____, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 Relative to Agricultural Employee Housing ";(Adoption of this Ordinance would result in text amendments to various chapters of Title 17 (Zoning Ordinance) of the Paradise Municipal Code to comply with California Health and Safety Code Sections 17021.5 and 17021.6 with respect to housing for agricultural employees. The proposed text amendments will include amendments to individual zoning district regulations and zoning ordinance definitions.)

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. Paradise Police Department Building Electrical Emergency Update - Informational update only, no action requested.

- 6b. p155 Consider 1. Awarding Contract No. 15-02, Maxwell Dr SR2S Project, to Knife River Construction of Chico, CA in the amount of their Base Bid of \$630,041.50; and, 2. Authorizing the Town Manager to execute an agreement with Knife River Construction relating to Contract No. 15-02 and to approve contingency expenditures not exceeding 10%.

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 Update

9. CLOSED SESSION

- 9a. Pursuant to Government Code sections 54956.95 and 54956.9(e)(3), the Town Council will hold a closed session with Town Attorney Dwight Moore and Town Manager Lauren Gill concerning claims against the Town of Paradise by Victoria Woodward, Edward Thomas, and Estate of Andrew Thomas.

10. ADJOURNMENT

- 10a. Adjourn to November 7, 2016 at 6:00 p.m., Paradise Town Hall, 5555 Skyway, Paradise, CA 95969, for the purpose of holding a Regular Adjourned meeting pursuant to Government Code Section 54955.

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:	
<hr/>	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	

Town of Paradise, California

PROCLAMATION

WHEREAS, violence against women and children continues to become more prevalent as a social problem as a result of the imbalance of power due to gender and age, with Catalyst providing shelter, counseling, advocacy, education, and other services to more than 200 Paradise citizens in the last year; and

WHEREAS, the problem of domestic violence is maintained by social indifference and is not confined to any individual circumstances or groups of people, but across all economic, racial, sexual, and social demographics; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, through the systematic use of physical, emotional, sexual, verbal and economic control and/or abuse; and

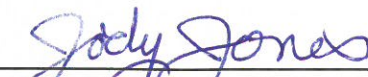
WHEREAS, the impact of domestic violence is wide ranging, directly affecting our families, our communities and society as a whole; and

WHEREAS, the prevalence of domestic violence may be diminished by educating and empowering the Paradise community to develop and maintain healthy relationships, through the combined efforts of Catalyst Domestic Violence Services, the Paradise Police Department, the Paradise Ridge Family Resource Center, and other local organizations.

NOW, THEREFORE, I, Jody Jones, Mayor of the Town of Paradise, in recognition of the important work done by domestic violence programs, do hereby proclaim the month of October 2016 as Domestic Violence Awareness Month and urge all citizens to participate in the scheduled activities and programs sponsored by Catalyst Domestic Violence Services to work towards building healthy relationships and eliminating intimate partner violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 11th day of October, 2016.





Jody Jones, Mayor

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – September 13, 2016

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Jones at 6:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California, who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Steve “Woody” Culleton.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve “Woody” Culleton, Scott Lotter and Jody Jones, Mayor.

COUNCIL MEMEBERS ABSENT: John J. Rawlings

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Gina Will, Public Works Director/Town Engineer Marc Mattox, Community Development Services/Planning Director Craig Baker, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Police Chief Gabriela Tazzari-Dineen and Building Official/Fire Marshal Anthony Lindsey.

- 1a. Proclamation Acknowledging donation of landscape maintenance of Neal Road/Skyway Gateway. (180-40-26)
- 1b. Proclamation recognizing Retired Town Clerk Joanna Gutierrez. (180-40-26)
 - 1. Ward Habriel expressed appreciation for retired Town Clerk Joanna Gutierrez.
- 1c. Update on Paradise Sewer Project by Town Engineer Marc Mattox
- 1d. Firewise Presentation by Jim Broshears
- 1e. Update on Saddle Fire by Division Chief Hawks
- 1f. 2015 Report by Doug Speicher, Northern Recycling and Waste Services Annual Report. NRWS is the Town of Paradise franchisee solid waste, vegetative waste and recycling services provider. (940-10-20)
 - 1. Ward Habriel commented on the wonderful job that NRWS is doing in the community.
 - 2. Carol Kirk, Government Teacher at Paradise High School, commented on instructor at Paradise High School that used to work at NRWS.

2. CONSENT CALENDAR

MOTON BY BOLIN, seconded by Culleton, approved all consent calendar items except item 2k, as presented by unanimous roll call vote with Rawlings absent and not voting.

- 2a. Approved Minutes of the June 27, 2016 Special Meeting and the August 9, 2016 Regular Meeting
- 2b. Approved the August 2016 cash disbursements in the amount of \$1,771,873.84. (340-40-14)
- 2c. Concurred with staff recommendation to file CEQA Notice of Exemptions for the following projects:
 - a. Memorial Trailway Class I Enhancements (950-40-36)
 - b. Downtown Paradise Equal Mobility Project (950-40-35)
- 2d. Council accepted staff recommendation that the Paradise Ridge Chamber of Commerce administer the Banner Program. (140-10-006)
- 2e. Adopted Resolution 16-55, A Resolution authorizing and approving the borrowing of funds for Fiscal Year 2016-2017, the issuance and sale of a 2016-2017 tax and revenue anticipation note therefore, and approving certain other actions related thereto. (350-40-17)
- 2f. Authorized the Police Department to award the Police Vehicle Emergency Equipment and Mobile Data Computer (MDC) contract for the 2017 Patrol Vehicles to Lehr Auto Electric, 4707 Northgate Blvd., Sacramento, CA 95834. (380-45-54, 510-20-141 & 480-35-02)
- 2g. Adopted Resolution No. 16-56 , A Resolution authorizing the Town Manager to execute a legal services agreement with Peters, Habib, McKenna & Juhl-Rhodes, LLP relating to public nuisance abatement lawsuits. (510-20-142 & 040-15-16)
- 2h. 1. Concurred with staff's recommendation of Traffic Works to perform professional traffic engineering services for the Skyway/Black Olive Signalization Project; and, 2. Approved the Professional Services Agreement with Traffic Works and authorized the Town Manager to execute; and, 3. Authorized the Town Manager to execute additional work orders up to 15% of the contract amount. (510-20-143 & 950-40-30)
- 2i. Adopted Resolution No. 16-57, A Resolution approving the plans and specifications for the Cypress Curve Realignment Project and authorizing advertisement for bids on the project. (950-40-21)
- 2j. Adopted Resolution No. 16-58, A Resolution approving the revised plans and specifications for the Pearson Rd SR2S Connectivity Project and authorizing advertisement for bids on the project. (950-40-25)
- 2k. Item 2k was removed from the Consent Calendar to determine the funding source and was voted on under item 3. (510-20-144)
- 2l. Adopted Resolution No.16-59, A Resolution of the Town Council of the Town of Paradise authorizing the execution and delivery of a lease with option to purchase vehicles and equipment, and authorizing certain actions in connection therewith. (380-45-54 & 480-35-02)

3. ITEMS REMOVED FROM CONSENT CALENDAR

- 2k. **MOTION BY LOTTER, seconded by Culleton,** 1. Awarded Contract No. 16-13, PPD Siding Repairs 2016, to Ginno Construction of Chico, CA in the amount of their Bid of \$49,122.00 with the funds coming from Measure C; and, 2. Authorize the Town Manager to execute an agreement with Ginno Construction of Chico, CA relating to Contract No. 16-13 and to approve contingency expenditures not exceeding 10%. Roll call vote was unanimous with Rawlings absent and not voting. (510-20-144)

4. PUBLIC COMMUNICATION

1. Ward Habriel announced that the Town of Paradise would be participating in Make A Difference Day this year being held on October 21, 22 and 23.

5. PUBLIC HEARINGS

For items that require a published legal notice and/or a mailed notice.

Public Hearing Procedure:

- A. Staff Report
 - B. Mayor opens the hearing for public comment in the following order:
 - i. Project proponents (in favor of proposal)
 - ii. Project opponents (against proposal)
 - iii. Rebuttals – if requested
 - C. Mayor closes the hearing
 - D. Council discussion and vote
- 5a. Mayor Jones announced that the Town Council would conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, 2. Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development. (710-10-85)

The public hearing was opened at 7:14 p.m.

There was no public comment.

The public hearing was closed at 7:14 p.m.

Motion by Lotter, seconded by Bolin, Authorized the Town Manager to submit the CAPER to the Department of Housing and Urban Development. Roll call vote was unanimous with Rawlings absent and not voting. (710-10-085)

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. **MOTION BY LOTTER, seconded by Culleton**, adopted Resolution No. 16-60, a Resolution accepting Contract No. 16-05, Measure C Road Rehab Project 2016, performed by VSS, International of West Sacramento, CA. Roll call vote was unanimous with Rawlings absent and not voting. (510-20-128, 950-40-29)
- 6b. Town Engineer/Public Works Director Marc Mattox presented an update on the Paradise Police Department Building Electrical Emergency Repair – Information only, no action was taken.
- 6c. **MOTION BY BOLIN, seconded by Culleton**, Adopted the following Resolutions Rescinding Health Benefit Vesting under Section 22893 of the Public Employees’ Medical and Hospital Care Act with respect to recognized employee organizations. Roll call vote was unanimous with Rawlings absent and not voting.
1. Adopted Resolution No. 16-61, “Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act for participation by members of General Employees Unit” (630-10-18)
 2. Adopted Resolution No. 16-62, “Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act for participation by members of Confidential and Mid-Management Association” (630-10-07)
 3. Adopted Resolution No. 16-63 “Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act for participation by members of Police Officers Association” (630-10-15)
 4. Adopted Resolution No. 16-64 “Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act for participation by members of Police Management and Mid-Management Association” (630-10-14)
 5. Adopted Resolution No. 16-65 “Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act for participation by members of the Management Unit” (630-10-12)
 6. Adopted Resolution No. 16-66, “Electing to rescind Health Benefit Vesting under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act for participation by members of Paradise Firefighters Association”. (630-10-17, 630-10-13)
- 6d. **MOTION BY BOLIN, seconded by Lotter**, waived the reading of entire Ordinance No. 563 and approved ready by title only; and introduced Ordinance No. 563, An Ordinance amending Paradise Municipal Code

Title 15 and adopting 2016 California Building Standards Code Title 24, Parts 1-6 and 8-12 with Town of Paradise Amendments. Roll call vote was unanimous with Rawlings absent and not voting. (540-16-132)

1. Cliff Jacobson asked if a remodel was greater than the new 50% rule, if that would trigger upgrading driveway work.

Anthony Lindsey stated that it would not.

Mayor Jones took a recess at 7:39 p.m. and the meeting resumed at 7:44 p.m.

6e. **MOTION BY BOLIN, seconded by Lotter**, approved the following:

1. Resolution No. 16-67, A Resolution approving job descriptions and revising the personnel structure for certain Town of Paradise positions for the fiscal year 2016-2017; and, (610-10-15, 610-10-17)
2. Approved Resolution No. 16-68, A Resolution adopting the amended salary pay plan for Town of Paradise Employees for the fiscal year 2016-17; and, (610-10-18)
3. Approved an employment agreement between the Town of Paradise and Shelley M. Hernandez for temporary finance services; and, (510-20-145)
4. Approved staff recommended budget adjustments for fiscal year 2016-17. Roll call vote was unanimous with Rawlings absent and not voting. (340-40-014)

7. COUNCIL INITIATED ITEMS AND REPORTS

a. Council initiated agenda items

7a. Due to the General Election, Town Council determined to change the day of the November 8th Town Council Meeting to Monday, November 7, 2016 at 6:00 p.m. The item will be put on the October agenda to adjourn to a Regular meeting.

7b. Council reports on committee representation

Vice Mayor Lotter reported on the loss of Bud Parrot last week and what an asset he was to the organization.

Council Member Culleton reported on his attendance at the Gold Nugget Museum Days of Living History, the Pow Wow and that he will be attending a bus system meeting.

Mayor Jones attended the Sewer meeting held August 22, that it was well attended; BCAG and BCAQMD were canceled in August and that she will not be able to attend in September, but that Council Member Rawlings will attend as the Alternate representative.

c. Future Agenda Items - None

8. STAFF COMMUNICATION

Town Manager Gill reported on Wine in the Pines, Friday, September 16, a benefit for the Boys and Girls Club and that the Town will be participating in Make a Difference Day the fourth weekend in October.

Community Development Director Craig Baker reported on the Safeway Black Olive Center, Eye Life Institute, Lynn's Paradise Plaza, Feather River Brew Pub, R&R Custom Fabrication, Burrito El Caporale, Carousel Motel, the Lucky John Road property, Quail Run Professional Plaza and the Hunter-Hanosh completion.

9. CLOSED SESSION

At 8:09 p.m. Mayor Jones announced that the Town Council would adjourn to hold the following closed session:

- 9a. Pursuant to Government Code Section 54956.8, the Town Council will hold a closed session with the Town's negotiators relating to an exchange of real property as follows:

Property:

- 951 American Way, Paradise, California, Assessor Parcel No. 055-180-077
- American Way, Paradise, California, Assessor Parcel No. 055-180-075 (western portion)

Town Negotiator: Lauren M. Gill

Negotiating Party: M. C. Horning, Jr. - Tom Wrinkle

Issue: Terms-Price

At 8:23 p.m. Mayor Jones reconvened the Town Council meeting and reported that direction was given to staff: no action taken.

10. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 8:23 p.m.

Date approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
SEPTEMBER 1, 2016 - SEPTEMBER 30, 2016

September 1, 2016 - September 30, 2016

Check Date	Pay Period End	DESCRIPTION	AMOUNT
09/09/16	09/04/16	Net Payroll - Direct Deposits & Checks	\$118,893.95
09/23/16	09/18/16	Net Payroll - Direct Deposits & Checks	\$119,463.04
TOTAL NET WAGES PAYROLL			\$238,356.99

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$258,165.12
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$804,809.36
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,062,974.48</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,301,331.47</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

APPROVED BY: _____
GINA S. WILL, ADMINISTRATIVE SERVICES DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 9/1/2016 - To Payment Date: 9/30/2016

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>									
65399	09/01/2016	Open			Accounts Payable	3 CORE, INC.	\$3,500.00		
65400	09/01/2016	Open			Accounts Payable	A Stitch Above Embroidery & Shirt Printing	\$158.67		
65401	09/01/2016	Open			Accounts Payable	ACE RENTALS	\$154.50		
65402	09/01/2016	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$162.14		
65403	09/01/2016	Open			Accounts Payable	ALHAMBRA	\$141.94		
65404	09/01/2016	Open			Accounts Payable	ANTIQUE & UNIQUE UPHOLSTERY	\$60.00		
65405	09/01/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$62.02		
65406	09/01/2016	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.80		
65407	09/01/2016	Open			Accounts Payable	AT&T MOBILITY	\$41.65		
65408	09/01/2016	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$273.81		
65409	09/01/2016	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.46		
65410	09/01/2016	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,584.01		
65411	09/01/2016	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,122.16		
65412	09/01/2016	Open			Accounts Payable	Big O Tires	\$999.72		
65413	09/01/2016	Open			Accounts Payable	BRUNO, SHERRY	\$226.40		
65414	09/01/2016	Open			Accounts Payable	BUZZARD, CHRIS	\$446.23		
65415	09/01/2016	Open			Accounts Payable	Cal Signal Corp	\$447.12		
65416	09/01/2016	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$75.00		
65417	09/01/2016	Open			Accounts Payable	CITY OF FOSTER CITY	\$150.00		
65418	09/01/2016	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$278.37		
65419	09/01/2016	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$2,926.45		
65420	09/01/2016	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$225.45		
65421	09/01/2016	Voided	Incorrect Amount	09/08/2016	Accounts Payable	DEL JOHNSON A/C & HEATING, INC.	\$575.50		
65422	09/01/2016	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$650.00		
65423	09/01/2016	Open			Accounts Payable	FEATHER RIVER CONSTRUCTION	\$8,520.00		
65424	09/01/2016	Open			Accounts Payable	FEATHER RIVER CONSTRUCTION	\$5,240.00		
65425	09/01/2016	Open			Accounts Payable	FEATHER RIVER CONSTRUCTION	\$30,349.00		
65426	09/01/2016	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$792.00		
65427	09/01/2016	Open			Accounts Payable	FLORES TOOL & FASTENER	\$96.99		
65428	09/01/2016	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$36.33		
65429	09/01/2016	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$141.00		
65430	09/01/2016	Open			Accounts Payable	GALLAGHER, CRAIG	\$390.71		
65431	09/01/2016	Open			Accounts Payable	Gibson, April	\$107.45		
65432	09/01/2016	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.61		
65433	09/01/2016	Open			Accounts Payable	HAUNSCHILD, MARK	\$531.55		
65434	09/01/2016	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$462.00		
65435	09/01/2016	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
65436	09/01/2016	Open			Accounts Payable	Houdek, Michael	\$100.00		
65437	09/01/2016	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$3,697.45		
65438	09/01/2016	Open			Accounts Payable	INTERSTATE SALES	\$204.24		
65439	09/01/2016	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 9/1/2016 - To Payment Date: 9/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65440	09/01/2016	Open			Accounts Payable	KEN'S HITCH & WELDING	\$166.38		
65441	09/01/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$675.84		
65442	09/01/2016	Open			Accounts Payable	L.N. CURTIS & SONS	\$188.80		
65443	09/01/2016	Open			Accounts Payable	LEVOC	\$360.00		
65444	09/01/2016	Open			Accounts Payable	LIFE ASSIST INC	\$1,831.91		
65445	09/01/2016	Open			Accounts Payable	MAGNESON TRACTOR	\$6,300.00		
65446	09/01/2016	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,889.25		
65447	09/01/2016	Open			Accounts Payable	MARQUIS, JOSH	\$527.97		
65448	09/01/2016	Open			Accounts Payable	MC GEE, MEGHAN A.	\$11.50		
65449	09/01/2016	Open			Accounts Payable	Meeks Lumber & Hardware	\$300.79		
65450	09/01/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
65451	09/01/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$195.00		
65452	09/01/2016	Open			Accounts Payable	MOORE, DWIGHT, L.	\$16,540.00		
65453	09/01/2016	Open			Accounts Payable	NCCSIF TREASURER	\$10,557.50		
65454	09/01/2016	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$166.86		
65455	09/01/2016	Open			Accounts Payable	Northern California Glove & Safety	\$853.20		
65456	09/01/2016	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$3,802.00		
65457	09/01/2016	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$21,043.00		
65458	09/01/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$254.95		
65459	09/01/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,108.73		
65460	09/01/2016	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,363.23		
65461	09/01/2016	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$96.35		
65462	09/01/2016	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$4,990.72		
65463	09/01/2016	Open			Accounts Payable	PERKINS MOBILE AUTO GLASS	\$190.00		
65464	09/01/2016	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$12,780.00		
65465	09/01/2016	Open			Accounts Payable	PUBLIC SAFETY TRAINING CONSULTANTS	\$220.00		
65466	09/01/2016	Open			Accounts Payable	R & R Construction	\$5,292.00		
65467	09/01/2016	Open			Accounts Payable	R & R Construction	\$2,880.00		
65468	09/01/2016	Open			Accounts Payable	R & R Construction	\$4,275.00		
65469	09/01/2016	Open			Accounts Payable	R & R Construction	\$5,625.00		
65470	09/01/2016	Open			Accounts Payable	R & R Construction	\$4,914.00		
65471	09/01/2016	Open			Accounts Payable	R & R Construction	\$2,002.50		
65472	09/01/2016	Open			Accounts Payable	R & R Construction	\$7,897.50		
65473	09/01/2016	Open			Accounts Payable	RE CONSTRUCTION	\$16,020.00		
65474	09/01/2016	Open			Accounts Payable	Riebes Auto Parts	\$1,129.97		
65475	09/01/2016	Open			Accounts Payable	Santander Leasing LLC	\$35,915.70		
65476	09/01/2016	Open			Accounts Payable	SBA Monarch Towers III LLC	\$126.53		
65477	09/01/2016	Open			Accounts Payable	SINGLER, JOHN	\$534.35		
65478	09/01/2016	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$40.73		
65479	09/01/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$782.14		
65480	09/01/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$1,060.24		
65481	09/01/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$26.96		
65482	09/01/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$50.70		
65483	09/01/2016	Open			Accounts Payable	Turenne, Andrea	\$213.50		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 9/1/2016 - To Payment Date: 9/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65484	09/01/2016	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$415.10		
65485	09/01/2016	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$883.00		
65486	09/01/2016	Open			Accounts Payable	WESTAMERICA BANK	\$8,584.61		
65487	09/01/2016	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$904.55		
65488	09/06/2016	Open			Accounts Payable	Aflac	\$203.58		
65489	09/06/2016	Open			Accounts Payable	BLOOD SOURCE	\$55.00		
65490	09/06/2016	Open			Accounts Payable	Met Life	\$8,223.50		
65491	09/06/2016	Open			Accounts Payable	OPERATING ENGINEERS	\$720.00		
65492	09/06/2016	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,211.64		
65493	09/06/2016	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,992.50		
65494	09/06/2016	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$646.69		
65495	09/06/2016	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
65496	09/09/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
65497	09/09/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
65498	09/12/2016	Open			Accounts Payable	DEL JOHNSON A/C & HEATING, INC.	\$557.50		
65499	09/15/2016	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$32.00		
65500	09/15/2016	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
65501	09/15/2016	Open			Accounts Payable	ANDERSON & ASSOC., INC.	\$675.90		
65502	09/15/2016	Open			Accounts Payable	ANTIQU & UNIQUE UPHOLSTERY	\$80.00		
65503	09/15/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$62.02		
65504	09/15/2016	Open			Accounts Payable	Bennett Engineering Services Inc	\$14,499.58		
65505	09/15/2016	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
65506	09/15/2016	Open			Accounts Payable	Big O Tires	\$68.00		
65507	09/15/2016	Open			Accounts Payable	Biometrics4ALL, Inc	\$27.75		
65508	09/15/2016	Voided	Training Cancelled	09/15/2016	Accounts Payable	Borgman, Anthony	\$106.50		
65509	09/15/2016	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	\$162.60		
65510	09/15/2016	Open			Accounts Payable	BUTTE CO RECORDER	\$145.00		
65511	09/15/2016	Open			Accounts Payable	BUTTE COUNTY FIRE DEPARTMENT	\$3,900.00		
65512	09/15/2016	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$50.00		
65513	09/15/2016	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,074.00		
65514	09/15/2016	Open			Accounts Payable	CALIFORNIA STATE UNIVERSITY CHICO	\$423.99		
65515	09/15/2016	Open			Accounts Payable	CENTRAL SIERRA POLICE CHIEF'S ASSOCIATION	\$40.00		
65516	09/15/2016	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$165.00		
65517	09/15/2016	Open			Accounts Payable	CLEANING CONNECTION, THE	\$300.00		
65518	09/15/2016	Open			Accounts Payable	COMCAST CABLE	\$86.05		
65519	09/15/2016	Open			Accounts Payable	COMCAST CABLE	\$306.05		
65520	09/15/2016	Open			Accounts Payable	CREATIONS ENGRAVING	\$10.78		
65521	09/15/2016	Open			Accounts Payable	DOGGIE WALK BAGS, INC.	\$509.11		
65522	09/15/2016	Open			Accounts Payable	Eagle Security Systems	\$193.50		
65523	09/15/2016	Open			Accounts Payable	ECOLAB	\$192.30		
65524	09/15/2016	Open			Accounts Payable	Entersect	\$254.85		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65525	09/15/2016	Open			Accounts Payable	FASTENAL	\$38.12		
65526	09/15/2016	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
65527	09/15/2016	Open			Accounts Payable	Herc Rentals Inc.	\$1,160.29		
65528	09/15/2016	Open			Accounts Payable	HireRight, Inc.	\$16.26		
65529	09/15/2016	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$12,087.82		
65530	09/15/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$620.82		
65531	09/15/2016	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$95.00		
65532	09/15/2016	Open			Accounts Payable	INTERSTATE SALES	\$1,534.03		
65533	09/15/2016	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$625.00		
65534	09/15/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$575.80		
65535	09/15/2016	Open			Accounts Payable	KP Research Services, Inc.	\$1,000.00		
65536	09/15/2016	Open			Accounts Payable	L.N. CURTIS & SONS	\$1,947.44		
65537	09/15/2016	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$293.31		
65538	09/15/2016	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$24.65		
65539	09/15/2016	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
65540	09/15/2016	Voided	Training Cancelled	09/15/2016	Accounts Payable	LYNCH, VALERIE	\$106.50		
65541	09/15/2016	Open			Accounts Payable	MAGOON SIGNS	\$38.70		
65542	09/15/2016	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
65543	09/15/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$205.00		
65544	09/15/2016	Open			Accounts Payable	MUNICIPAL CODE CORP	\$1,098.33		
65545	09/15/2016	Open			Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$64.80		
65546	09/15/2016	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$480.61		
65547	09/15/2016	Open			Accounts Payable	NWN Corporation	\$591.60		
65548	09/15/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$454.79		
65549	09/15/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$84.46		
65550	09/15/2016	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$6,588.59		
65551	09/15/2016	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$1,483.80		
65552	09/15/2016	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,440.00		
65553	09/15/2016	Open			Accounts Payable	R & R Construction	\$2,596.00		
65554	09/15/2016	Open			Accounts Payable	R & R Construction	\$755.00		
65555	09/15/2016	Open			Accounts Payable	Riebes Auto Parts	\$12.44		
65556	09/15/2016	Open			Accounts Payable	THOMAS ACE HARDWARE	\$24.86		
65557	09/15/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$11.34		
65558	09/15/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$15.54		
65559	09/15/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$10.31		
65560	09/15/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$92.38		
65561	09/15/2016	Open			Accounts Payable	Tri Flame Propane	\$24.32		
65562	09/15/2016	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
65563	09/15/2016	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$40,637.00		
65564	09/15/2016	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$376.50		

TOWN OF PARADISE

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From Payment Date: 9/1/2016 - To Payment Date: 9/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65565	09/15/2016	Open			Accounts Payable	VERIZON WIRELESS	\$200.84		
65566	09/15/2016	Open			Accounts Payable	WAYNE MURPHY	\$10,356.00		
65567	09/15/2016	Open			Accounts Payable	WAYNE MURPHY	\$7,580.00		
65568	09/15/2016	Open			Accounts Payable	WAYNE MURPHY	\$5,559.40		
65569	09/15/2016	Open			Accounts Payable	WAYNE MURPHY	\$500.00		
65570	09/15/2016	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$1,646.97		
65571	09/15/2016	Open			Accounts Payable	DAVID ROWE TREE SERVICE	\$800.00		
65572	09/19/2016	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$21,550.19		
65573	09/19/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$45,599.88		
65574	09/19/2016	Open			Accounts Payable	VSS International	\$112,026.98		
65575	09/23/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
65576	09/23/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
65577	09/29/2016	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$36.98		
65578	09/29/2016	Open			Accounts Payable	ACE RENTALS	\$150.00		
65579	09/29/2016	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
65580	09/29/2016	Open			Accounts Payable	ALHAMBRA	\$28.08		
65581	09/29/2016	Open			Accounts Payable	ANDERSON & ASSOC., INC.	\$360.48		
65582	09/29/2016	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$209.92		
65583	09/29/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$62.02		
65584	09/29/2016	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,049.97		
65585	09/29/2016	Open			Accounts Payable	AT&T MOBILITY	\$64.84		
65586	09/29/2016	Open			Accounts Payable	Ayala, Manuel	\$446.45		
65587	09/29/2016	Open			Accounts Payable	Bennett Engineering Services Inc	\$16,191.34		
65588	09/29/2016	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
65589	09/29/2016	Open			Accounts Payable	Big O Tires	\$207.90		
65590	09/29/2016	Open			Accounts Payable	Borgman, Anthony	\$195.25		
65591	09/29/2016	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	\$252.80		
65592	09/29/2016	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$805.91		
65593	09/29/2016	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,330.25		
65594	09/29/2016	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	\$877.22		
65595	09/29/2016	Open			Accounts Payable	Chico Auto Care/Ace Radiator	\$42.00		
65596	09/29/2016	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$75.00		
65597	09/29/2016	Open			Accounts Payable	CITY OF CHICO	\$1,864.95		
65598	09/29/2016	Open			Accounts Payable	COMCAST CABLE	\$146.83		
65599	09/29/2016	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$656.96		
65600	09/29/2016	Open			Accounts Payable	CREATIONS ENGRAVING	\$21.55		
65601	09/29/2016	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$2,369.74		
65602	09/29/2016	Open			Accounts Payable	DON'S SAW & MOWER	\$453.59		
65603	09/29/2016	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$458.30		
65604	09/29/2016	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$773.00		
65605	09/29/2016	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$369.73		
65606	09/29/2016	Open			Accounts Payable	EVERBANK COMMERCIAL FINANCE, INC	\$997.12		
65607	09/29/2016	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$327.88		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65608	09/29/2016	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$440.00		
65609	09/29/2016	Open			Accounts Payable	GENESIS SOCIETY	\$1,000.00		
65610	09/29/2016	Open			Accounts Payable	Gibson, April	\$41.35		
65611	09/29/2016	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$675.46		
65612	09/29/2016	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$175.84		
65613	09/29/2016	Open			Accounts Payable	Hanosh and Hunter Dental Group	\$20,000.00		
65614	09/29/2016	Open			Accounts Payable	HOLDREGE & KULL, CONSULTING ENGINEERS	\$960.00		
65615	09/29/2016	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$69.00		
65616	09/29/2016	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$543.29		
65617	09/29/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$411.15		
65618	09/29/2016	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$464.14		
65619	09/29/2016	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$400.00		
65620	09/29/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$8,988.00		
65621	09/29/2016	Open			Accounts Payable	L.N. CURTIS & SONS	\$272.16		
65622	09/29/2016	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$307.23		
65623	09/29/2016	Open			Accounts Payable	MATTHEW D THOMPSON CONSTRUCTION	\$6,372.00		
65624	09/29/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$250.00		
65625	09/29/2016	Open			Accounts Payable	Muser, Logan	\$172.47		
65626	09/29/2016	Open			Accounts Payable	NETMOTION WIRELESS, INC.	\$1,250.00		
65627	09/29/2016	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$4,066.94		
65628	09/29/2016	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$4,364.43		
65629	09/29/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$627.39		
65630	09/29/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$617.38		
65631	09/29/2016	Open			Accounts Payable	OROVILLE, CITY OF	\$2,041.37		
65632	09/29/2016	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,198.88		
65633	09/29/2016	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$1,035.22		
65634	09/29/2016	Open			Accounts Payable	PUBLIC SAFETY TRAINING CONSULTANTS	\$110.00		
65635	09/29/2016	Open			Accounts Payable	Ridge Construction Co	\$4,150.00		
65636	09/29/2016	Open			Accounts Payable	Ridge Construction Co	\$3,800.00		
65637	09/29/2016	Open			Accounts Payable	Ridge Construction Co	\$7,200.00		
65638	09/29/2016	Open			Accounts Payable	Ridge Construction Co	\$7,950.00		
65639	09/29/2016	Open			Accounts Payable	Ridge Construction Co	\$2,325.00		
65640	09/29/2016	Open			Accounts Payable	Riebes Auto Parts	\$234.86		
65641	09/29/2016	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$60.00		
65642	09/29/2016	Open			Accounts Payable	Smith, Jake	\$671.00		
65643	09/29/2016	Open			Accounts Payable	THOMAS ACE HARDWARE	\$64.28		
65644	09/29/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$732.48		
65645	09/29/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$3.87		
65646	09/29/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$43.60		

TOWN OF PARADISE
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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
65647	09/29/2016	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$94.12		
65648	09/29/2016	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$231.49		
65649	09/29/2016	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$970.00		
65650	09/29/2016	Open			Accounts Payable	VERIZON WIRELESS	\$324.68		
65651	09/29/2016	Open			Accounts Payable	VERIZON WIRELESS	\$474.32		
65652	09/29/2016	Open			Accounts Payable	What 2 Cut	\$29.00		
65653	09/29/2016	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$944.98		
Type Check Totals:							\$822,240.29		
255 Transactions									
EFT									
488	09/06/2016	Open			Accounts Payable	CALPERS	\$119,775.87		
489	09/09/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$27,553.98		
490	09/09/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,768.01		
491	09/09/2016	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,288.50		
492	09/09/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$20,978.52		
493	09/23/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$27,247.84		
494	09/23/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,208.02		
495	09/23/2016	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,252.83		
496	09/23/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$22,449.12		
Type EFT Totals:							\$241,522.69		
9 Transactions									

AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	252	\$821,451.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$788.50	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	255	\$822,240.29	\$0.00
EFTs				
	Status	Count	Transaction Amount	Reconciled Amount

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CASH DISBURSEMENTS REPORT

From Payment Date: 9/1/2016 - To Payment Date: 9/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	9	\$241,522.69	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	9	\$241,522.69	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	261	\$1,062,974.48	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	3	\$788.50	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	264	\$1,063,762.98	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	252	\$821,451.79	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	3	\$788.50	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	255	\$822,240.29	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	9	\$241,522.69	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	9	\$241,522.69	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	261	\$1,062,974.48	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	3	\$788.50	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	264	\$1,063,762.98	\$0.00



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY**
October 11, 2016

ORIGINATED BY: Dina Volenski, Town Clerk

AGENDA ITEM: 2(c)

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Amendment to positions listed in the Town of Paradise Conflict of Interest Code

COUNCIL ACTION REQUESTED: Adopt Resolution No. 16-___, A Resolution of the Town Council of the Town of Paradise Amending and Re-Adopting Conflict of Interest Code for the Agencies and Departments of the Town of Paradise Which Incorporate by Reference the Fair Political Practices Commission's Standard Model Conflict of Interest.

BACKGROUND: Government Code Section 87300, et seq., requires every local government agency to adopt and promulgate a Conflict of Interest Code that sets forth Town officials/employees who make decisions that might benefit them financially and, as such, must publicly disclose certain financial interests. The proposed resolution incorporates by reference the Fair Political Practices Commission adopted regulation (2 Cal. Code of Reg., Section 18730) which contains the terms of a standard model Conflict of Interest Code.

DISCUSSION: Upon review, it was determined that Appendix B to the Town Conflict of Interest Code needs to be amended to reflect the elimination of the Assistant Town Clerk and the Finance Supervisor positions, the addition of Senior Building/Onsite Inspector position, and the revised Building /Onsite Inspector, Building Official/Onsite Sanitary Official and Administrative Services/Finance Director/Successor Agency/Administrative Services positions and the appropriate disclosure categories.

FINANCIAL IMPACT: None

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING AND RE-ADOPTING CONFLICT OF INTEREST CODE FOR THE AGENCIES AND DEPARTMENTS OF THE TOWN OF PARADISE WHICH INCORPORATE BY REFERENCE THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST

WHEREAS, the Political Reform Act, Government Code Section 87300, et seq., requires every local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Reg., Section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act; and

WHEREAS, this Council has determined that the attached Appendices A, B and C accurately set forth those positions which should be designated and the categories of financial interests which should be made reportable;

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

1. The provisions of Title 2 of the California Code of Regulations Section 18730 and any amendment to it duly adopted by the Fair Political Practices Commission along with the attached Appendices in which Town officials and employees are designated and disclosure categories are set forth, are hereby amended and re-adopted and incorporated by reference and constitute the Conflict of Interest Codes of the Town of Paradise.

2. Persons holding designated positions shall file statements of economic interest pursuant to Section 18730. All designated employees shall file their statement with the Paradise Town Clerk to whom the Town Council hereby delegates the authority to carry out the duties of filing officer.

3. Statements of economic interest for members of the Town Council, Planning Commission Town Manager, Town Attorney, Director of Finance/Town Treasurer shall be filed with the Town Clerk who shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission.

"AMENDS RESOLUTION 14-48"

RESOLUTION NO. 16-___, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING AND RE-ADOPTING CONFLICT OF INTEREST CODE FOR THE AGENCIES AND DEPARTMENTS OF THE TOWN OF PARADISE WHICH INCORPORATE BY REFERENCE THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 11th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

"AMENDS RESOLUTION 14-48"

APPENDIX A
RESOLUTION NO. 16-__

GENERAL PROVISIONS

When a designated employee is required to disclose investments and sources of incomes, he/she need only disclose investments in business entities and sources of income which do business in the Town of Paradise, plan to do business in the Town of Paradise or have done business in the Town of Paradise within the past two years. In addition to other activities, a business entity is doing business within the Town of Paradise if it owns real property within the Town limits. When a designated employee is required to disclose interests in real property, he need only disclose real property which is located in whole or in part within, or no more than two miles outside, the boundaries of the Town of Paradise or within two miles of any land owned or used by the Town of Paradise.

Designated employees shall disclose their financial interest pursuant to the appropriate disclosure category as indicated in Appendix B.

DISCLOSURE CATEGORIES

Category 1: Designated Employees Whose Duties are Broad and Indefinable

All sources of income, interests in real property, and investments and business positions in business entities.

Category 2: Designated Employees Whose Duties Involve Contracting or Purchasing

Contracts or makes purchases for entire agency: Investments and business positions in business entities and sources of income which provide services, supplies, materials, machinery or equipment of the type utilized by the agency.

Contracts or makes purchases for specific department within the agency: Investments and business positions in business entities and sources of income which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee's department or division.

Category 3: Designated Employees Whose Duties Involve Regulatory, Permit, or Licensing Powers

All investments and business positions in business entities and sources of income which are subject to the regulatory permit or licensing authority of the Town.

Category 4: Designated Employees Whose Decisions May Affect Real Property Interests

Investments and business positions in business entities and sources of income which engage in land development, construction or the acquisition or sale of real property, and all interests in real property.

"AMENDS RESOLUTION 14-48"

APPENDIX B RESOLUTION 16-__

Town Council	1
Successor Agency to Paradise Redevelopment Agency Director	1
Planning Commissioners	1
Oversight Board to the Successor Agency to the Paradise Redevelopment Agency	1
Town Manager/Successor Agency Manager	1
Assistant Town Manager/ Assistant Successor Agency Manager	1
Town Attorney/Successor Agency Counsel	1
<u>Administrative Services</u> / Finance Director/Successor Agency <u>Administrative Services</u> /Finance Director	1
Town Clerk/Successor Agency/Oversight Board Clerk	1
Assistant Town Clerk/Assistant Successor Agency/Oversight Board Clerk	1
Housing Coordinator	34
Information Technology (IT) Manager	32
Fleet Manager	2
Chief of Police	1
Police Lieutenant	2
Fire Chief	1
Fire Marshal /Building Official/ <u>Onsite Sanitary Official</u>	3
Fire Battalion Chief	2
Community Development Department (CDD) Director	1
Senior Planner	2
Assistant Planner	2
Code Enforcement Officer	3
Public Works Director/Town Engineer	1
Assistant Public Works Director	2
Associate Engineer	3
Construction Inspector	3
Building/ <u>Onsite</u> Inspector	3
Onsite Sanitary Official	1
Assistant Onsite Sanitary Official	1
Environmental Health Technician	1
Senior Building/Onsite Inspector	3
Senior Accountant	3
Finance Supervisor	3
Public Works Manager	2
Town Engineer	1

"AMENDS RESOLUTION 14-48"

APPENDIX C
RESOLUTION NO. 16-__

Consultant/Contract Employee Disclosure Category

Consultants/contract employees shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Town Attorney may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's/contractor's duties and, based upon that description, a statement of the extent of disclosure requirements. The Town Attorney's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



**Town of Paradise
Council Agenda Summary
Date: October 11, 2016**

Agenda Item: 2(d)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer

Reviewed by: Lauren Gill, Town Manager

Subject: Accounts Receivable Write-offs

Council Action Requested:

Approve writing off of uncollectible miscellaneous invoices and citations, or

Alternatives:

Direct staff to continue collection efforts.

Background:

Periodically the Town will bill citizens or businesses for special services to recover costs associated with repairing public property or to collect bank returned checks. In addition for the safety of the community, code enforcement staff will issue administrative citations to individuals who are not willing to comply with requests to correct code enforcement violations. If the invoice is not paid within 30 days, Town staff begins a vigorous collection process that generally takes about six months. During this time, staff is sending frequent correspondence offering payment plan options.

After exhausting all collection options, the Town turns accounts receivables that cannot be leveraged through real property liens over to a collection agency for continued collection efforts. Occasionally, the collection agency is able to secure a payment and then shares the collection with the Town. More often than not, the collection agency is also not successful as the payee is deemed to be insolvent, incarcerated, or simply impervious to collections.

On an annual basis the miscellaneous accounts receivable sub-ledger is reviewed for bad debt. This year, staff also reviewed the administrative citation sub-ledger for citations unlikely to be paid. Staff identifies which accounts have gone through both Town collection and collection agency collection processes and have not shown any activity for over a year. It is important to complete this progress on an annual basis so as not to overstate receivables with uncollectible amounts and to create too large of a "bad debt" expense on any one fiscal year.

Discussion:

It is important to note that administrative citations are recorded on a cash basis meaning that they are not recorded as revenue until actually paid. Therefore, the write off of these citations has no negative impact on the financials of the Town as they have not been recorded to the income statement or balance sheet. Further, the Town is not

Accounts Receivable Write Off
October 11, 2016

prevented from recording payments on any of these write-offs should a payment be collected later.

Collections on citations that cannot be leveraged through real property liens (like most Animal Control citations) are very difficult to collect. Those unwilling or unable to comply with basic regulations are also typically unwilling or unable to pay.

The following list includes invoices and citations that are unlikely to be paid and are recommended by staff to be written off in the 2016/17 fiscal year.

Invoice Number.	Due Date	Invoice Amount	Finance Charges/Late Penalty	Payments	Balance
1010 – Administrative Citations (fire prevention, solid waste and nuisance abatement)					
*revenue not recorded					
2011-00000001	04/27/11	100.00	100.00	0	200.00
2011-00000002	04/27/11	100.00	100.00	0	200.00
2011-00000003	04/07/11	100.00	100.00	0	200.00
2011-00000043	09/25/10	100.00	100.00	0	200.00
2012-00000001	04/30/12	100.00	100.00	0	200.00
2012-00000036	02/09/12	100.00	100.00	0	200.00
2012-00000047	02/17/12	500.00	500.00	0	1,000.00
2012-00000055	04/11/12	500.00	500.00	0	1,000.00
2012-00000061	05/17/12	500.00	500.00	0	1,000.00
2012-00000074	04/11/12	500.00	500.00	0	1,000.00
2013-00000001	09/22/12	200.00	200.00	0	400.00
2013-00000003	10/28/12	300.00	100.00	(200.00)	200.00
2013-00000005	10/29/12	200.00	200.00	0	400.00
2013-00000006	10/28/12	300.00	300.00	0	600.00
2013-00000007	08/31/12	100.00	100.00	0	200.00
2013-00000009	10/28/12	300.00	300.00	0	600.00
2013-00000010	10/09/12	100.00	100.00	0	200.00
2013-00000012	02/23/13	100.00	100.00	0	200.00
2014-00000013	09/12/13	100.00	100.00	0	200.00
2014-00000014	01/21/14	200.00	200.00	(100.00)	300.00
2015-00000014	08/23/14	100.00	100.00	0	200.00
2015-00000018	09/19/14	100.00	100.00	0	200.00
2015-00000024	10/03/14	100.00	100.00	0	200.00
2015-00000030	10/03/14	100.00	100.00	0	200.00
2015-00000033	09/27/14	100.00	100.00	0	200.00

Accounts Receivable Write Off
October 11, 2016

Invoice Number.	Due Date	Invoice Amount	Finance Charges/Late Penalty	Payments	Balance
1010 – Returned Checks					
2015-00000005	04/15/15	59.52	0	0	59.52
1010 Totals		59.52	0	0	59.52
2030 – Administrative Citations (Building and Onsite)					
*revenue not recorded					
2014-00000046	10/19/13	100.00	100.00	0	200.00
2014-00000052	10/19/13	100.00	100.00	0	200.00
2014-00000067	10/19/13	100.00	100.00	0	200.00
2014-00000127	07/30/14	200.00	200.00	0	400.00
2015-00000020	10/23/14	500.00	500.00	0	1,000.00
2030 Totals		0	0	0	0
2070 – Administrative Citations (Animal Control)					
*revenue not recorded					
2011-00000004	02/12/11	200.00	200.00	0	400.00
2011-00000005	03/21/11	200.00	200.00	0	400.00
2011-00000006	06/20/11	100.00	100.00	0	200.00
2011-00000011	05/29/11	100.00	100.00	0	200.00
2011-00000012	05/23/11	100.00	100.00	0	200.00
2011-00000014	05/12/11	300.00	300.00	0	600.00
2011-00000015	05/29/11	100.00	100.00	0	200.00
2011-00000016	02/13/11	100.00	100.00	(100.00)	100.00
2011-00000018	06/26/11	100.00	100.00	0	200.00
2011-00000020	03/28/11	200.00	200.00	0	400.00
2011-00000021	07/30/10	300.00	300.00	0	600.00
2011-00000022	08/29/10	200.00	200.00	0	400.00
2011-00000023	01/01/11	100.00	100.00	0	200.00
2011-00000024	10/30/10	500.00	500.00	0	1,000.00
2011-00000025	02/19/11	100.00	100.00	0	200.00
2011-00000028	11/06/10	500.00	500.00	0	1,000.00
2011-00000029	10/30/10	500.00	500.00	0	1,000.00
2011-00000030	10/30/10	200.00	200.00	0	400.00
2011-00000031	10/21/10	300.00	300.00	0	600.00
2011-00000032	06/20/10	100.00	100.00	0	200.00
2011-00000033	06/05/10	200.00	175.00	(25.00)	350.00
2011-00000034	06/05/10	200.00	200.00	0	400.00
2011-00000035	06/05/10	200.00	200.00	0	400.00
2011-00000036	07/03/10	100.00	100.00	0	200.00
2012-00000004	09/02/11	100.00	100.00	0	200.00

Accounts Receivable Write Off
October 11, 2016

Invoice Number.	Due Date	Invoice Amount	Finance Charges/Late Penalty	Payments	Balance
2012-00000006	08/31/11	100.00	100.00	0	200.00
2012-00000016	09/12/11	100.00	100.00	0	200.00
2012-00000032	01/22/12	200.00	200.00	0	400.00
2012-00000036	02/14/12	200.00	200.00	0	400.00
2012-00000038	02/14/12	100.00	100.00	0	200.00
2012-00000040	02/14/12	100.00	100.00	0	200.00
2012-00000042	02/14/12	100.00	100.00	0	200.00
2012-00000044	02/14/12	400.00	400.00	0	800.00
2012-00000050	03/08/12	100.00	100.00	0	200.00
2012-00000051	03/19/12	100.00	100.00	0	200.00
2012-00000052	03/11/12	100.00	100.00	0	200.00
2012-00000053	03/30/12	400.00	400.00	0	800.00
2012-00000056	04/01/12	100.00	100.00	0	200.00
2012-00000059	05/02/12	300.00	300.00	0	600.00
2012-00000060	06/02/12	300.00	300.00	0	600.00
2012-00000063	07/29/12	100.00	100.00	0	200.00
2013-00000009	12/17/12	900.00	900.00	0	1,800.00
2013-00000018	02/03/13	200.00	200.00	0	400.00
2013-00000019	02/03/13	100.00	100.00	0	200.00
2013-00000020	01/21/13	100.00	100.00	0	200.00
2013-00000021	01/21/13	100.00	100.00	0	200.00
2013-00000023	01/21/13	500.00	500.00	0	1,000.00
2013-00000024	01/18/13	100.00	100.00	0	200.00
2013-00000029	01/21/13	100.00	100.00	0	200.00
2013-00000036	03/01/13	600.00	600.00	0	1,200.00
2013-00000037	03/01/13	300.00	300.00	0	600.00
2013-00000038	02/20/13	100.00	100.00	0	200.00
2013-00000056	04/13/13	100.00	100.00	0	200.00
2013-00000057	05/24/13	200.00	200.00	0	400.00
2013-00000060	04/12/13	100.00	100.00	0	200.00
2013-00000066	05/30/13	900.00	900.00	0	1,800.00
2013-00000067	06/14/13	200.00	200.00	0	400.00
2013-00000068	06/20/13	200.00	200.00	0	400.00
2013-00000069	07/04/13	200.00	200.00	0	400.00
2014-00000001	09/08/13	100.00	100.00	0	200.00
2014-00000002	09/08/13	1,600.00	1,600.00	0	3,200.00
2014-00000012	11/23/13	600.00	600.00	0	1,200.00
2014-00000014	11/19/13	100.00	100.00	0	200.00
2014-00000015	01/12/14	300.00	300.00	(75.00)	525.00
2014-00000019	04/06/14	100.00	100.00	0	200.00
2014-00000020	04/06/14	100.00	100.00	0	200.00
2014-00000025	05/16/14	500.00	500.00	0	1,000.00

Accounts Receivable Write Off
October 11, 2016

Invoice Number.	Due Date	Invoice Amount	Finance Charges/Late Penalty	Payments	Balance
2014-00000026	05/25/14	100.00	100.00	0	200.00
2014-00000027	05/02/14	200.00	200.00	0	400.00
2014-00000028	05/03/14	200.00	200.00	0	400.00
2014-00000034	07/11/14	100.00	100.00	0	200.00
2015-00000002	08/06/14	200.00	200.00	0	400.00
2015-00000004	09/04/14	400.00	400.00	0	800.00
2015-00000005	09/10/14	500.00	500.00	0	1,000.00
2015-00000010	10/24/14	600.00	600.00	0	1,200.00
2015-00000019	11/29/14	300.00	300.00	0	600.00
2015-00000024	12/17/14	200.00	200.00	0	400.00
2015-00000025	12/16/14	100.00	100.00	0	200.00
2015-00000027	12/19/14	400.00	400.00	0	800.00
2015-00000028	12/31/14	300.00	300.00	0	600.00
2015-00000029	12/28/14	300.00	300.00	0	600.00
2015-00000030	01/14/15	100.00	100.00	0	200.00
2015-00000034	01/15/15	100.00	100.00	0	200.00
2015-00000044	03/15/15	400.00	400.00	0	800.00
2015-00000045	03/15/15	400.00	400.00	0	800.00
2015-00000046	03/28/15	400.00	400.00	0	800.00
2015-00000047	04/02/15	200.00	200.00	0	400.00
2015-00000050	04/30/15	200.00	200.00	0	400.00
2070 – Animal Control Misc. Invoicing					
2015-00000004	12/18/14	325.29	41.16	0	366.45
2015-00000006	12/10/14	725.54	91.77	0	817.31
2070 Totals		1,050.83	132.93	0	1,183.76
2120 – Public Works Cost Recovery Billing					
2015-00000001	08/18/14	472.52	58.54	0	531.06
2120 Totals		472.52	58.54	0	531.06
7629 – Hydrant Maintenance Fund					
2014-00000003	07/25/14	2,308.85	0	0	2,308.85
7629 Totals		2,308.85	0	0	2,308.85

Accounts Receivable Write Off
October 11, 2016

Fiscal Analysis:

Past experience has shown that certain administrative citations are less likely to be collected so revenues are not recorded for these invoices until collected. Therefore, the recommended write offs will update the Town's books, but will only impact the Town's income statements for the following funds:

General Fund	59.52
Animal Control	1,183.76
Gas Tax/Streets	521.31
Tech Equipment Replacement Fund	9.75
Hydrant Maintenance Fund	<u>2,308.85</u>
Total:	4,083.19



**Town of Paradise
Council Agenda Summary
Date: October 11, 2016**

Agenda Item: 2(e)

ORIGINATED BY: Tony Lindsey, Onsite/Building Official

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Adopt Ordinance No. 563, amending Paradise Municipal Code Title 15 and adopting 2016 California Building Standards Code Title 24, Parts 1-6 and 8-12 with Town of Paradise Amendments

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

1. Waive the second reading of Town Ordinance No. 563 and read by title only (roll call vote);
AND
2. Adopt Town Ordinance No. 563, " An Ordinance Amending Text Regulations and adopting the 2016 California Building Standards Code within Paradise Municipal Code Title 15 relating to Buildings and Construction".

BACKGROUND: On September 13, 2016, The Town Council approved the first reading of the proposed amended 2016 California Building Standards Code. The California Building Standards Code (CBSC) is revised by the State every three years with the goal of increased public safety in the built environment. Enforcement of the CBSC by local jurisdictions is mandated by the California Health and Safety Code.

DISCUSSION: Town Staff recommends that the Town Council adopt the motion waiving the second reading of this entire ordinance, read it by title only and formally adopt Town Ordinance No. 563 (copy attached). Once adopted, the provisions of this ordinance will be effective January 1, 2017.

FINANCIAL IMPACT:

The General Fund will not be impacted; only nominal impacts associated with the adoption of the Ordinance amendments will be borne by the Building Safety and Waste Water Services Fund. Publication costs in the approximate amount of \$260 (a one-page ordinance summary must be published twice) and an approximate cost of \$17 per page for codification of the ordinance.

Town of Paradise

Ordinance No.563

AN ORDINANCE OF THE TOWN OF PARADISE REPEALING PARADISE MUNICIPAL CODE CHAPTERS 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13 AND ADOPTING NEW CHAPTERS 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12 AND 15.13 AND MAKING FINDINGS OF FACTS RELATING TO LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHIC CONDITIONS, ALL RELATING TO THE AMENDMENTS AND ADOPTION OF THE 2016 CALIFORNIA BUILDING STANDARDS CODE

WHEREAS, the Town Council of the Town of Paradise hereby finds that the public health, safety and welfare will be best protected and served by the adoption of the 2016 California Building Standards Code as established and maintained by the State Building Standards Commission with certain amendments; and

WHEREAS, the Town of Paradise finds that its jurisdiction has certain climatic, topographic and geologic considerations, as set forth and incorporated herein, that can have a deleterious effect on emergency services such as fire protection and emergency medical services and on structures and buildings ; and

WHEREAS, except for the amendments authorized by Health and Safety Code sections 17958.5, 17958.7 and 18941.5, the Town of Paradise adopts ordinances and regulations imposing the building regulations contained in the regulations adopted by the State pursuant to the Health and Safety Code Section 17922; and

WHEREAS, sections 17958.5, 17958.7 and 18941.5 of the Health and Safety Code authorize the Town of Paradise to make changes or modifications to the California Building Standards Code as are reasonably necessary because of local climatic, topographic and geologic conditions; and

WHEREAS, the California Building Standards Code applies to all occupancies throughout the State; and

1 **WHEREAS, pursuant to Health and Safety Code section 17958.7** the Town of
2 Paradise has filed the amendments, additions, or deletions expressly marked and
3 identified as to the applicable findings with the California Building Standards
4 Commission at 2525 Natomas Park Drive, Sacramento, Suite 130, Sacramento,
5 California 95833-2936.

6 **NOW, THEREFORE,** The Town Council of the Town of Paradise does hereby ordain
7 as follows:

8 **SECTION 1.** Chapters **15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09,**
9 **15.10, 15.11, 15.12 and 15.13** of the Paradise Municipal Code are repealed.

10
11 **SECTION 2.** Chapters **15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09,**
12 **15.10, 15.11, 15.12 and 15.13** are hereby added to the Paradise Municipal Code to
13 read as follows:

14
15 **CHAPTER 15.01 FACTS AND FINDINGS**

16 **A. Changes or Modifications.** Pursuant to Section 17958.5, 17958.7 and 18941.5
17 of the State of California Health and Safety Code, the Town of Paradise adopts and
18 amends the 2016 California Building Standards Code (Title 24, Part 2) based on the
19 2015 International Building Code (ICC); the 2016 California Residential Code (Title
20 24, Part 2.5) based on the 2015 International Residential Code (ICC); the 2016
21 California Electrical Code (Title 24, Part 3) based on the 2014 National Electrical
22 Code (NFPA); the 2016 California Mechanical Code (Title 24, Part 4) based on the
23 2015 Uniform Mechanical Code (IAPMO); the 2016 California Plumbing Code (Title 24,
24 Part 5) based on the 2015 Uniform Plumbing Code (IAPMO); the 2016 California Fire
25 Code (Title 24, Part 9) based on the 2015 International Fire Code (IFC); the 2016
26 California Administrative Code (Title 24, Part 1); the 2016 California Energy Code
27 (Title 24, Part 6); the 2016 California Historical Building Code (Title 24, Part
28 8); the 2016 California Existing Building Code (Chapter 10; Title 24, Part 10); the

2016 California Green Building Standards Code (Cal Green, Title 24, Part 11) and the 2016 California Referenced Standards Code (Title 24, Part 12).

NOTE: The State of California officially adopted the 2016 California Administrative, Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical, Fire, Existing Building, Green Building Standards, and Referenced Standards Codes in July of this year, and they become mandatory at the local level effective January 1, 2017.

B. **Findings:** Pursuant to Sections 17958.5, 17958.7 and 18941.5 of the State of California Health and Safety Code, the Town of Paradise has determined and finds the attached amendments, additions and/or modifications are needed and are reasonably necessary because of its local climatic, geologic and topographical conditions.

C. **Local Conditions:** Local conditions have an adverse effect on the potential for life and property loss, making necessary changes and modifications to the 2016 California Building Standards Code in order to establish and maintain an environment which will provide the community a desirable level of protection.

1. Climatic Conditions:

1A. On average the Town of Paradise has an annual rainfall of fifty-two to fifty-four inches of rain. However, in the summer months there is little, if any measurable precipitation. Winter months can be characterized by heavy rains and periodic heavy snow falls with accumulations above the 1800 foot level. During the year the temperatures range from the mid 20's to low 100's degrees in the summer months with light to gusty westerly winds. These drying winds mixed with the

density of vegetation, which is dominant throughout the Town, creates a hazardous fuel condition that can have severe consequences.

2. Geographical and Topographical Conditions:

2A. The Town of Paradise is located within Butte County in Northern California. It is approximately 100 miles north of Sacramento and within 15 miles east from the urban community of Chico. The Town of Paradise population is approximately 26,000+ and is the second largest community in Butte County. The Town encompasses 18.6 square miles and was incorporated in 1979. Prior to incorporation the Town was a County mountain community with older construction of light commercial and industrial with a predominant residential character.

2B. The Town of Paradise is located one thousand four hundred (1,400) to two thousand two hundred feet (2,200) above sea level and is bordered by rugged canyons, creating somewhat of a triangular shaped area in which the Town is situated.

2C. This environment has natural vegetative growth that is dense, both in the canyon areas and throughout the Town, which presents a challenge and difficulty in fighting and controlling the spread of wildfires. The Town of Paradise has been identified as a very high fire hazard severity zone pursuant to Government Code Section 51178.5 and 51179 which is based upon the climatic, topographic and geologic conditions combined with the dense vegetation throughout the Town.

2D. The topography of the Town presents problems in delivery of emergency services, including fire protection. Hilly terrain with narrow, winding roads with little circulation, limited escape routes, and limited ingress and egress to access the Town prevents rapid access and orderly evacuations. There are many miles of both public streets and private roads many of which were built years ago and many of the private roads are substandard in design and access capability due to topography.

2E. Combined with these features all weather surfaces based upon the soil and topographic conditions may not be able to support the imposed loads of fire apparatus and reduced accessibility to emergency response personnel. These conditions increase the likelihood of difficulty with approach angles, steep slopes and grades and the ability for emergency response personnel to be effective.

D. **Conclusion:** Local climatic, geologic, and topographic conditions impact the built environment and necessitate amendments to the California Building Standards Code. Therefore, it is found to be reasonably necessary that the State Building Standards Codes be changed or modified to mitigate the effects of the above conditions by the adoption of this ordinance. Furthermore, California Health and Safety Code Section 17958.7 requires that the modifications or change be expressly marked and identified as to each finding to which it refers. Therefore, the Town of Paradise finds that Exhibit "A" attached hereto provides the code sections that have been modified pursuant to the ordinance that are building standards as defined in the Health and Safety Code Section 18909 and the associated referenced conditions or modifications are due to local climatic, geologic and topographical considerations.

Chapter 15.02

2016 California Building Standards Code (Title 24, Part 2) Based upon the International Building Code (ICC)

Sections:

15.02.010 Adoption

15.02.020 Chapter 1, Division II, Section 101.4 Referenced Codes, Amended

15.02.030 Chapter 1, Division II, Section 101.4.1, Gas, Amended

15.02.040 Chapter 1, Division II, Section 101.4.2, Mechanical, Amended

1 15.02.050 Chapter 1, Division II, Section 101.4.3, Plumbing, Amended

2 15.02.055 Chapter 1, Division II, Section 101.4.4, Property maintenance, Deleted

3 15.02.060 Chapter 1, Division II, Section 101.4.5, Fire Prevention, Amended

4 15.02.070 Chapter 1, Division II, Section 103, Dept. of Building & Safety,

5 Deleted

6 15.02.080 Chapter 1, Division II, Section 105.2 Work Exempt from Permits, Added

7 15.02.090 Chapter 1, Division II, Section 105.3.2 Time Limitation of Application,

8 Amended

9 15.02.100 Chapter 1, Division II, Section 105.5 Expiration, Amended

10 15.02.110 Chapter 1, Division II, Section 105.8, Transferability, Added

11 15.02.120 Chapter 1, Division II, Section 107.5 Retention of Construction

12 Documents, Amended

13 15.02.130 Chapter 1, Division II, Section 107.6 Expiration of Plan Review, Added

14 15.02.140 Chapter 1, Division II, Section 109.2 Schedule of Permit Fees, Amended

15 15.02.150 Chapter 1, Division II, Section 109.4 Work Commencing Before Permit

16 Issuance, Amended

17 15.02.160 Chapter 1, Division II, Section 109.6 Refunds, Amended

18 15.02.170 Chapter 1, Division II, Section 110.3.9.1 Special Inspectors, Added

19 15.02.180 Chapter 1, Division II, Section 110.4 Inspection Agencies, Amended

20 15.02.190 Chapter 1, Division II, Section 111.1 Use and Occupancy, Amended

21 15.02.200 Chapter 1, Division II, Section 112.3 Authority to Disconnect Service

22 Utilities, Amended

23 15.02.210 Chapter 1, Division II, Section 114.4 Violation Penalties, Amended

24 15.02.220 Chapter 2, Section 202, Definitions, Added

25 15.02.230 Chapter 15, Section 1505.1.3 Roof Coverings, Amended

26 15.02.240 Chapter 16, Section 1603.1.3 Roof Snow Loads, Amended

27 15.02.250 Appendix "J", Section J101.1, Scope, Amended

28 15.02.260 Appendix "J", Section J101.3 Purpose, Added

1 15.02.270 Appendix "J", Section J101.4 Hazards Added
2 15.02.280 Appendix "J", Section J102 Definitions, Amended
3 15.02.290 Appendix "J", Section J103 Permits required, Amended
4 15.02.300 Appendix "J", Section J104.2 Site Plan Requirements, Amended
5 15.02.310 Appendix "J", Section J104.5 Bonds, Added
6 15.02.320 Appendix "J", Section J105.3 Inspections, Added
7 15.02.330 Appendix "J", Section J106.2 Rounding of cut slopes, Added
8 15.02.340 Appendix "J", Section J106.4 3 Private road construction, Added
9 15.02.350 Appendix "J", Section J106.4 3.1 Private road construction.
10 Requirements, Added
11 15.02.360 Appendix "J", Section J107.7 Rounding of fill slopes, Added
12 15.02.370 Appendix "J", Section J109.5 Overflow protection, Added
13 15.02.380 Appendix "J", Section J110.3 Disturbed surfaces, Added
14 15.02.390 Appendix "J", Section J110.4 Storm damage precautions, Added
15
16

Section 15.02.010 Adoption

17 The 2016 California Building Standards Code, Part 2, Volumes 1 and 2,
18 including Appendix "I", "J", known as the California Building Code, as published
19 and adopted by the California Building Standards Commission, including the Town's
20 amendments, deletions and additions set forth in this Chapter, is hereby adopted by
21 reference and incorporated herein.

22 **Section 15.02.020 Chapter 1, Division II, Section 101.4, Referenced Codes, is**
23 **amended to read as follows:**

24 The other codes listed in Sections 101.4.1 through 101.4.5 and referenced elsewhere
25 in this code shall be considered part of the requirements of this code to the
26 prescribed extent of each such reference unless otherwise amended herein.

27 **Section 15.02.030 Chapter 1, Division II, Section 101.4.1, Gas, is amended to read**
28 **as follows:**

1 The provisions of the California Plumbing Code shall apply to the installation of
2 gas piping from the point of delivery, gas appliances and related accessories as
3 covered in this code. These requirements apply to gas piping systems extending
4 from the point of delivery to the inlet connections of appliances and the
5 installation and operation of residential and commercial gas appliances and related
6 accessories.

7 **Section 15.02.040 Chapter 1, Division II, Section 101.4.2, Mechanical, is amended**
8 **to read as follows:**

9 The provisions of the California Mechanical Code shall apply to the installation,
10 alterations, repairs and replacement of mechanical systems, including equipment,
11 appliances, fixtures, fittings and/or appurtenances, including ventilation,
12 heating, cooling, air-conditioning and refrigeration systems, incinerators and
13 other energy-related systems.

14 **Section 15.02.050 Chapter 1, Division II, Section 101.4.3, Plumbing, is amended to**
15 **read as follows:**

16 The provisions of the California Plumbing Code shall apply to the installation,
17 alteration, repair and replacement of plumbing systems, including equipment,
18 appliances, fixtures, medical gas systems, fittings and appurtenances and, where
19 connected to a water or sewage system.

20 **Section 15.02.055 Chapter 1, Division II, Section 101.4.4, Property maintenance is**
21 **hereby deleted in its entirety.**

22 **Section 15.02.060 Chapter 1, Division II, Section 101.4.5, Fire Prevention, is**
23 **amended to read as follows:**

24 The provisions of the California Fire Code shall apply to matters affecting or
25 relating to structures, processes and premises from the hazard of fire and
26 explosion arising from the storage, handling and use of structures, materials and
27 devices; from conditions hazardous to life, property and or public welfare in the
28 occupancy of structures or premises; and from the construction, extension, repair,

alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Section 15.02.070 Chapter 1, Division II, Section 103, Department of Building and Safety is hereby deleted in its entirety.

The Department of Building and Safety identifying the creation of an enforcement agency, appointments and Deputies is hereby deleted in its entirety.

Section 15.02.080, Chapter 1, Division II, Section 105.2, Work Exempt from Permits, is added to read as follows,

14. Approved prefabricated carports which are entirely open on two or more sides, do not exceed 480 square feet in footprint, are installed in accordance with the manufacturer's instructions, and are located in compliance with applicable building or structure setbacks but not upon property located within the Town adopted Paradise Redevelopment Project area or a Paradise General Plan Scenic Highway Corridor.

15. Floor sheathing, decking and exterior siding repair - limited to 100 square feet of floor sheathing or siding and less than 100 linear board feet of decking.

16. Replacement, repair or overlay of less than 10% not to exceed 100 square feet of an existing roof within any 12-month period, all repairs shall be Class A only.

Section 15.02.090 Chapter 1, Division II, Section 105.3.2, Time Limitation of Application, is amended to read as follows:

An application for a permit for any proposed work shall expire one (1) year after the date of filing, unless the permit has been issued.

Section 15.02.100 Chapter 1, Division II, Section 105.5, Expiration, is amended to read as follows:

Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void after one (1) year from the date of issuance of such permit. Provided, however, that if the building or work authorized by such permit was commenced prior to such expiration and no changes

1 have been made or will be made in the original plans and specifications for such
2 building or work, a renewal permit shall be applied for at least thirty (30) days
3 prior to the original permit expiration date for projects for which a plans
4 examination was required. If application for a renewal permit has not been made
5 prior to the thirty (30) days, or if work was not commenced pursuant to the
6 original permit, a new permit application and fees shall be required. A renewed
7 permit shall expire and becomes null and void one (1) year beyond the expiration
8 date of the original or previously renewed permit.

9 **Section 15.02.110 Chapter 1, Division II, Section 105.8, Transferability, is added**
10 **to read as follows:**

11 A permit may be transferred from the original permittee to another person due to a
12 change of ownership, contractor, or death as long as there is no change in the
13 original plans or specifications, authorization of the design professional, and a
14 written notice is provided for and approved by the Town of Paradise Building
15 Official.

16 **Section 15.02.120 Chapter 1, Division II, Section 107.5, Retention of Construction**
17 **Documents, is amended to read as follows:**

18 One set of approved plans, specifications and computations shall be retained by the
19 Building Official until completion of the work covered therein and then per the
20 records retention requirements adopted by the Town; and one set of approved plans,
21 specifications and computations shall be returned to the applicant and shall be
22 kept on the site of the building or work at all times during which the work
23 authorized thereby is in progress.

24 **Section 15.02.130 Chapter 1, Division II, Section 107.6, Expiration of Plan Review,**
25 **is added to read as follows:**

26 Applications for which no permit has been issued shall expire one-year following
27 the date of application, or on the effective date of a new Town adopted edition of
28 any part of the California Building Standards Code, whichever comes later. Plans

1 and other data submitted for review may thereafter be returned to the applicant or
2 destroyed by the Building Official. In order to renew action on an application
3 after expiration, the applicant shall resubmit plans and pay a new plan review fee.

4 Exception: Such applications shall not expire under the following
5 circumstances:

6 1. If the Building Official determines the new code changes are minor,
7 additional reviews of the plans to determine compliance with the new codes may be
8 done in lieu of expiration. The normal hourly rate as determined by the Master Fee
9 Schedule adopted by the Town of Paradise Town Council shall apply to any additional
10 review.

11 2. Applications for which plans have been submitted as a result of a
12 compliance investigation shall expire 180 days following the date of application.
13 No extensions will be granted except in emergency situations approved prior to the
14 expiration by the Building Official.

15 **Section 15.02.140 Chapter 1, Division II, Section 109.2, Schedule of Permit Fees,**
16 **is amended to read as follows:**

17 On buildings, structures, electrical, gas, mechanical, fire protection systems, and
18 plumbing systems or alterations requiring a permit, a fee for each permit shall be
19 paid as required, in accordance with the Master Fee Schedule as adopted by the Town
20 of Paradise Town Council.

21 **Section 15.02.150 Chapter 1, Division II, Section 109.4, Work Commencing Before**
22 **Permit Issuance, is amended to read as follows:**

23 Any person who commences any work on a building, structure, electrical, gas,
24 mechanical, or plumbing system before first obtaining the necessary permits shall
25 be subject to an investigation fee equal to the permit fee to be paid in addition
26 to the permit fee when obtaining the building permit. All fees must be paid prior
27 to release of the permit.

1 **Section 15.02.160 Chapter 1, Division II, Section 109.6 Refunds, is amended to read**
2 **as follows:**

3 The Building Official may authorize refunding of a fee paid hereunder which was
4 erroneously paid or collected. The Building Official may authorize refunding of
5 not more than 80 percent of the permit or plan review fee paid when no work or plan
6 examination has been done under an application or permit issued in accordance with
7 this code, provided a written refund application is filed by the original permittee
8 prior to the expiration of the permit.

9 **Section 15.02.170 Chapter 1, Division II, Section 110.3.9.1 Special Inspectors, is**
10 **added to read as follows:**

11 The Special Inspector shall be a qualified person approved by the Building Official
12 after all certifications have been supplied, reviewed and approved by the Building
13 Official regarding their qualifications. The Special Inspector shall furnish
14 continuous inspection reports on the construction and work requiring his/her
15 employment as prescribed in the applicable codes. The Special Inspector shall
16 report to the Building Official in writing, noticing all code violations and other
17 information as required on forms, prescribed and/or approved by the Building
18 Official.

19 **Section 15.02.180 Chapter 1, Division II, Section 110.4 Inspection Agencies, is**
20 **amended to read as follows:**

21 The Building Official is authorized to accept reports of approved inspection
22 agencies, provided such agencies satisfy the requirements as to qualifications and
23 reliability. The inspection agencies shall have written approval from the Building
24 Official prior to any inspections. If written approval is not obtained prior to
25 actual inspections, the Building Official may reject all inspections reports and
26 the applicant shall cause to have all work re-inspected by an approved inspector.

1 **Section 15.02.190 Chapter 1, Division II, Section 111.1 Use and Occupancy, is**
2 **amended to read as follows:**

3 A building or structure shall not be used or occupied, and a change in the
4 existing use or occupancy classification of a building or structure or portion
5 thereof shall not be made, until the Building Official has issued a certificate of
6 occupancy therefore as provided herein. Issuance of a certificate of occupancy
7 shall not be construed as an approval to violate any provisions of this code or
8 other ordinance.

9 **Section 15.02.200 Chapter 1, Division II, Section 112.3 Authority to Disconnect**
10 **Service Utilities, is amended to read as follows:**

11 The Building Official and/or the Fire Chief shall have the authority to authorize
12 disconnection of utility services to buildings, structures or systems regulated by
13 this code and the codes referenced in case of an emergency, where necessary to
14 eliminate an immediate hazard to life, property or an immediate public health risk.
15 The Building Official shall have the authority to authorize disconnection of
16 utility service to buildings, structures or systems regulated by this code and the
17 codes referenced when any building service equipment is maintained in violation of
18 Section 101.4 of Chapter I, Division II, of the 2016 California Building Code, or
19 of the codes adopted herein, or in violation of a notice issued pursuant to the
20 provisions of Section 114 of Chapter I, Division II, of the 2016 California
21 Building Code. The Building Official and/or Fire Chief shall notify the serving
22 utility, and whenever possible the owner and occupant of the building, structure or
23 service system of the decision to disconnect prior to taking such action. If not
24 notified prior to disconnecting, the owner or occupant of the building, structure
25 or service system shall be notified in writing, as soon as practical thereafter.

26
27 **Section 15.02.210 Chapter 1, Division II, Section 114.4 Violation Penalties, is**
28 **amended to read as follows:**

1 (a) It shall be unlawful for any person, firm or corporation to erect, construct,
2 enlarge, alter, repair, move, improve, remove, convert, demolish, equipment use.
3 occupy or maintain any real property, building, structure, or building service
4 equipment or cause or permit the same to be done in violation of Title 15 of the
5 Paradise Municipal Code (PMC), this code or the technical codes as amended and
6 adopted by the town. Any person who violates any of the provisions of Title 15 of
7 the PMC, this code or the technical codes adopted by this jurisdiction or fails to
8 comply with any order made there under, or who builds in violation of any detailed
9 statement of specifications or plans submitted or approved there under, or any
10 certificate or permit issued there under, and from which no appeal has been taken,
11 or who fails to comply with such an order as affirmed or modified by the Board of
12 Appeals or by a court of competent jurisdiction within the time fixed herein, is
13 severally for each violation or noncompliance respectively guilty of an infraction
14 punishable by a fine not to exceed one thousand dollars (\$1,000.00). Each separate
15 day or any portion thereof during which any violation occurs or continues is a
16 separate offense, and upon conviction thereof shall be punishable as provided in
17 this section. Any person, firm or corporation found guilty of any such violation
18 shall be fully responsible for all of the town's costs relating to the enforcement,
19 investigation and prosecution of the offender.

20 The imposition of a penalty for any violation or noncompliance shall not
21 excuse the violation of noncompliance or permit it to continue; and all such
22 persons shall be required to correct or remedy such violations or defects within a
23 reasonable time; and when not otherwise specified, each day that prohibited
24 conditions are maintained shall constitute a separate offense.

25 (b) The application of the above penalty shall not be held to prevent the enforced
26 removal of the prohibited conditions,

27 (c) The issuance or granting of a permit or approval of plans and specifications
28 shall not be deemed or construed to be a permit for, or an approval of, any

violation of any of the provisions of these codes and shall not prevent the administrative authority from thereafter requiring the correction of errors in said plans or specifications or from preventing construction operations being carried on there under when in violation of these codes or any other ordinance or from revoking any certificate of occupancy or approval when issued in error. No permit presuming to give authority to violate or cancel the provisions of this chapter shall be valid, except insofar as the work or use which it authorized is lawful.

(d) Any violation of the provisions of Title 15 or of the technical codes as adopted by the town shall be and is hereby declared to be unlawful and a public nuisance and may be abated in the manner provided by law.

(e) The Town Attorney shall, upon the order of the Town Manager or his/her designee, immediately commence action or proceedings for the abatement and removal and enjoinder of any violation of Title 15 or of any technical codes as adopted by the town as provided by law, and shall take such action and shall apply to such courts of competent jurisdiction to grant such relief as will abate and remove such building or structure or use, and restrain and enjoin any person from setting up, building, maintaining, or using such real property, building, structure, use or occupancy contrary to this code or the technical codes.

Section 15.02.220 Chapter 2, Section 202, Definitions, the following have been added:

Administrative Authority: Shall be the Building Official or his/her designee.

Chief of the Bureau of Fire Prevention: Shall be the Fire Chief for the Town of Paradise.

City: Shall be the Town of Paradise.

Fire Code: Shall be the 2016 California Fire Code as adopted by the Town of Paradise.

New Construction: For the purposes of enforcing the provisions of the California Fire Code, California Building Code, and the California Residential Building Code,

any work, addition to, remodel, repair, renovation, or alteration of any building(s) or structure(s) shall be considered "New Construction" when 50 percent or more of the exterior weight bearing walls are removed or demolished.

Section 15.02.230 Chapter 15, Section 1505.1.3, Roof Coverings, is amended to read as follows:

All roofing materials shall be installed in accordance with the manufacturer's installation instructions. The entire roof covering of every new structure shall be a minimum Class "A" roof covering. Any roof covering material applied in the alteration, repair or replacement of the roof of the existing structure shall be a minimum of a Class "A" roof covering. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within a one year period shall be a minimum of a Class "A" roof covering. The owner of any structure regulated by this code shall comply with the provisions of this section relating to roofing materials.

Section 15.02.240 Chapter 16, Section 1603.1.3 Roof Snow Loads, is amended to read as follows:

Snow loads full or unbalanced shall be considered in place of loads set forth in Table No. 1607.1, where such loading will result in larger members and connections. The minimum design snow load and roof live load for the Town of Paradise shall be twenty (20) pounds per square foot below elevation 1,800 feet and thirty (30) pounds per square foot at 1,800 feet and elevations above.

Potential accumulations of snow at roof valleys, parapets, roof structures and offsets in roofs of uneven configuration shall be considered. Where snow loads occur, the snow loads shall be determined by the Building Official.

15.02.250 Section J101.1 is amended to read as follows:

Section J101.1. This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments, and erosion and sediment control; establishes the administrative procedure for

issuance of permits; and provides for approval of plans and inspection of grading, erosion and sediment control operations.

15.02.260 Section J101.3 is amended to read as follows:

Section J101.3. The purpose of this chapter is to safeguard life, limb, property and the public welfare, and to preserve and enhance the natural environment by preventing and eliminating conditions of accelerated erosion and by regulating grading on private and public property in the incorporated areas of the Town of Paradise.

15.02.270 Section J101.4 is added to read as follows:

(a) Hazardous Conditions. Whenever the Building Official ~~and~~/or the Town Engineer determines that any existing excavation, embankment or fill has become a hazard to life and limb, or endangers structures, or adversely affects the safety, use, or stability of a public way or drainage channel, the owner of the property upon which the excavation, embankment, or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Building Official or Town Engineer shall within the period specified therein repair, reconstruct or remove such excavation, embankment, or fill so as to eliminate the hazard.

(b) Maintenance of Protective Devices and Rodent Control. The owner of any property on which grading has been performed and a permit issued under the provisions of this code, or any other person or agent in control of such property, shall maintain in good condition and repair all drainage structures and other protective devices and burrowing rodent control when shown on the grading plans filed with the application for grading permit and approved as a condition precedent to the issuance of such permit.

15.02.280 Section J102 Definitions. The following definitions are amended or added to Section J102 with all other definitions in the section remaining unchanged:

1 Certifications Shall mean the specific inspections or tests required by the
2 Building Official or Town Engineer have been performed and that the results of such
3 tests are satisfactory and that all work complies with the conditions of the
4 permits and the requirements of this Chapter.

5 Design Engineer Shall be the Civil Engineer responsible for the preparation of
6 the plans for the grading work.

7 Drainage Course Shall be a well defined natural or man-made channel which conveys
8 storm runoff either year round or intermittently.

9 Hazardous Condition Shall be any natural ground, natural slope, excavation,
10 fill, drainage device or erosion control device on public or private property is a
11 menace to life and limb, or a danger to public safety, or endangers or adversely
12 affects the safety, usability or stability of adjacent property, structures, or
13 public or private facilities.

14 Hill Area Shall be any part of the Town with street grades of ten percent (10%)
15 or greater.

16 Landscape Architect Shall be a person who holds a certificate to practice
17 landscape architecture in the State of California.

18 Natural Grade Shall be the vertical location of the ground surface prior to
19 excavation or fill.

20 Soil Testing Agency Shall be an agency regularly engaged in the testing of
21 soils under the direction of a Civil Engineer experienced in soil mechanics.

22 Surface Drainage Shall be water flows over the ground surface

23 **15.02.290 Section J103 Permits required, is amended to read as follows:**

24 Section J103. No person shall do any grading, clearing or grubbing without first
25 having obtained a grading permit from the Town Engineer except for the following:

26 1. An excavation which does not exceed two feet in vertical depth at its
27 deepest point measured from the original ground surface and which does not create a
28

1 cut slope greater than four feet in height and steeper than one and one-half
2 horizontal to one vertical and does not exceed fifty cubic yards of material.

3 2. A fill that does not exceed one foot in vertical depth and is placed on
4 natural terrain with a slope flatter than five horizontal to one vertical at its
5 deepest point measured from the natural ground surface, or less than three feet in
6 depth, not intended to support structures, which do not exceed fifty cubic yards on
7 any one lot and does not change the existing drainage pattern.

8 3. Temporary excavations in a public street or right-of-way for which a
9 permit has been issued by the Department of Public Works.

10 4. An excavation below finish grade for a basement, footing, retaining
11 wall, swimming pool, or other structure authorized by a valid permit, which
12 excavation will be completely occupied by and retained by the structure authorized
13 by valid building permit.

14 5. A fill above existing grade, which fill will be retained by the
15 exterior wall of a building, a retaining wall, swimming pool or other structure
16 authorized by a valid building permit.

17 6. Gardening and routine agricultural crop management practices.

18 7. Excavations for utilities installed pursuant to permits issued by the
19 Building Department and/or the Department of Public Works.

20 8. Refuse disposal sites controlled by other regulations.

21 9. Mining, quarrying, excavating, processing, stockpiling of rock, sand,
22 gravel, aggregate or clay where established and provided for by law, provided such
23 operations do not affect the lateral support or increase the stresses in or
24 pressure upon any adjacent or contiguous buildings or property.

25 10. Exploratory excavations under the direction of soils engineers or
26 engineering geologist.

27 11. Routine maintenance of private roads.
28

1 12. Clearing of vegetation for fire protection purposes within one hundred
2 (100) feet of a dwelling unit. Any additional clearing for fire prevention, control
3 or suppression purposes is exempt when authorized or required in writing by a fire
4 prevention or suppression agency.

5 In addition, all excavations or fills that disturb one (1) acre or greater
6 must comply with the State Construction Stormwater Permit and supply a copy of the
7 required Storm Water Pollution Prevention Plan (SWPPP) to the Town Engineer.

8 **15.02.300 Section J104.2 is amended to read as follows:**

9 Section J104.2 Information on Plans and in Specifications. Plans shall be drawn to
10 scale upon substantial paper and shall be of sufficient clarity to indicate the
11 nature and extent of work proposed and shown in detail that they will conform to
12 provisions of ordinances, rules and regulations. The first sheet shall give the
13 location of the work and the name and address of the owner and the person by whom
14 they were prepared.

15 The plans shall include the following information:

16 1. Vicinity Map showing the project site in relationship to surrounding
17 areas, water courses, water bodies and other significant geographic features, roads
18 and structures.

19 2. Site Map and Grading plan showing: topographic and boundary survey with
20 existing and proposed contours, with enough off-site contours included to show how
21 surface water will flow onto and off the site; proposed limits of cuts and fills
22 and other earthwork; proposed retaining structures; existing off-site structures
23 within fifteen (15) feet of the site boundary and other off-site improvements,
24 including but not limited to underground utilities, septic systems, water wells and
25 french drains which may be affected by the grading work; public and private
26 easements of record; typical sections of areas to be graded and profiles of all
27 proposed traveled ways for vehicles and pedestrians; all proposed uses for the
28

1 site; all proposed divisions; rock disposal areas, buttress fills or other specials
2 features.

3 3. Drainage plan showing: all drainage devices, walls, cribbing or other
4 protective devices and estimated runoff; building site including elevations of
5 floors with respect to finish site grade and locations of proposed stoops, slabs
6 and fences that may affect drainage.

7 4. A statement of the quantities of material to be excavated and/or filled
8 and the amount of such material to be imported to or exported from the site.

9 5. A statement of the estimated starting and completion dates for work
10 covered by the permit.

11 6. Erosion and Sediment control plans when required by the Town Engineer
12 shall be prepared by a Registered Civil Engineer or Certified Engineering Geologist
13 and shall include all the following:

14 (a) Interim measures designed to prevent excessive storm runoff of
15 water or solid materials onto adjacent property, streets or watercourses including,
16 but not limited to short term erosion control planting, waterproof slope covering,
17 check dams, interceptor ditches, benches, storm drains, dissipation structures,
18 diversion dikes, retarding berms and barriers, devices to trap, store and filter
19 out sediment and storm water retention basins.

20 (b) A narrative description of measure to be taken, planting materials
21 and specifications, maintenance provisions and fertilizers. A statement: the plans
22 are subject to change as conditions change.

23 (c) Calculations of anticipated storm water run off and sediment
24 volumes shall be included, if required by the Building Official or the Town
25 Engineer.

26 (d) The name, address and contact telephone number of the person
27 responsible for emergency call out in the event of apparent danger to life or
28 property as determined by the Town Engineer or Building Official.

1 **15.02.310 Section J104.5 is added to read as follows:**

2 Section J104.5 Bonds.

3 (a) Bond Requirements. Whenever an application for grading permit is filed
4 for the excavation or fill and the nature of the work is such that if left
5 incomplete it will create a hazard to human life or endanger adjoining property, or
6 property at a higher or lower level, or to any street or street improvement or any
7 other public property, the Town Engineer shall, before issuing the grading permit,
8 require the applicant to guarantee faithful performance and payment of labor and
9 material in an amount determined by the Town Engineer, which shall be not less than
10 one hundred percent (100%) of the total estimated cost of the work, including
11 corrective work necessary to remove or eliminate geological hazards. An additional
12 cash deposit may be required by the Town Engineer in the form of a cash bond
13 sufficient to cover the cost of site cleanup and debris removal. Where grading is
14 required on property adjacent to the grading site to complete a project
15 satisfactorily, the owner of the adjacent property need not provide additional
16 security if the original guarantee is of sufficient amount to include such
17 additional grading. Each bond and agreement shall remain in effect until the work
18 authorized by the grading permit is completed and approved by the Town Engineer.

19 (b) Type of Bond. A guarantee of faithful performance and payment of
20 labor and material, when required under the provisions of this section, shall be
21 provided by one of the following methods:

22 1. Bonds executed by the applicant, as principal, and a corporate surety
23 authorized to do business in the state, as surety, and in a form furnished by the
24 Town Engineer and approved by the Town Attorney.

25 2. A cash deposit with the Town.

26 3. An instrument or instruments of credit from one or more financial
27 institutions subject to regulation by the state or federal government pledging that
28 the funds necessary to meet the performance are on deposit and guaranteed for

1 payment, and an agreement that the funds designated by the instrument shall become
2 trust funds for the purpose of securing faithful performance and payment of labor
3 and material. The instrument of credit and agreement shall first be approved by
4 the Town Attorney.

5 (c) Procedure on Default.

6 1. Whenever the Town Engineer finds that a default has occurred in the
7 performance of any term or condition of any grading permit, written notice of the
8 fact of default shall be given to the principal and to the corporate surety,
9 financial institution or the depositor, stating the work to be done and the period
10 of time deemed by the Town Engineer to be reasonably necessary for the completion
11 of such work. Thirty days after the receipt of such notice the principal or the
12 surety shall perform or cause the required work to be performed by commencing and
13 diligently prosecuting the work to its completion. If either or both of them fail
14 to commence such work within thirty (30) days, or having so commenced the work,
15 fail, neglect or refuse to proceed diligently to complete the same within the time
16 so specified in the notice, then the Town may enter the premises and do the work,
17 and the cost and expense of doing the work so specified shall be the obligation of
18 the principal and the surety, and shall be a part of the terms of the performance
19 bond in consideration of the issuance of the grading permit.

20 2. If a cash bond has been posted, notice of default as provided by
21 subdivision 1 of this subsection is given to the depositor, and if the depositor
22 fails to cause the required work to be resumed as set forth in the notice within
23 thirty (30) days after receipt thereof, the Town Engineer shall proceed without
24 delay and without further notice or proceedings whatsoever to use the cash
25 deposited, or any portion thereof, and cause the required work to be completed by
26 such mode as he deems convenient. The balance of such cash deposit, if any, shall,
27 upon the completion of the work, be returned to the depositor or his successor or
28 assigns after deducting ten percent (10%) thereof.

1 3. If an instrument of credit is used to guarantee performance, notice of
2 default shall be given, as provided in subdivision 1 of this subsection to the
3 principal and to the financial institution issuing the instrument of credit, and if
4 the principal fails to cause the required work to be resumed as set forth in the
5 notice within thirty (30) days after receipt thereof, the Town Engineer shall make
6 a demand upon the financial institution for the payment of the estimated costs from
7 the trust fund held by the financial institution pursuant to the agreement. Upon
8 receipt of said sum, the Town Engineer shall proceed without delay and without
9 further notice or proceedings whatsoever to use the sum, or any portion thereof,
10 and cause the required work to be completed by such mode as he deems convenient.
11 The balance of such sum, if any, shall, upon the completion of the work, be
12 returned to the financial institution, its successors or assigns, after deducting
13 ten percent (10%) thereof; but if the financial institution fails or refuses to pay
14 over said sum, then the Town Engineer shall proceed as in subdivision 1 of this
15 subsection and shall look to said institution for the costs and expenses of the
16 work, and the contractual liability of such institution therefore shall be a term
17 or condition of its agreement.

18 **15.02.320 Section J105.3 is added to read as follows:**

19 Section J105.3 Inspections. The owner or his agent shall notify the Town Engineer
20 twenty-four (24) hours in advance of the time when the grading operation is ready
21 for each of the following inspections:

22 1. Initial inspection. When the permittee is ready to begin work, but
23 before any grading or brushing is started;

24 2. Toe Inspection. After the natural ground is exposed and prepared to
25 receive fill, but prior to the placement of any fill;

26 3. Excavation Inspection. After the excavation is started, but before the
27 vertical depth of the excavation exceeds ten (10) feet;

1 4. Fill Inspection. After the fill emplacement is started, but before the
2 vertical height of the lifts exceeds ten (10) feet;

3 5. Drainage Device Inspection. After forms, pipe and wire mesh are in
4 place, but before any concrete is placed;

5 6. Final Inspection. When all work, including installation of all
6 drainage structures, other protective devices, irrigation systems, planting and
7 slope stabilization has been completed as per the approved grading plan and
8 required reports have been submitted;

9 7. Other Inspection. In addition to the called inspections above, the
10 Town Engineer may make periodic inspections of the grading operations to ascertain
11 compliance with the provisions of this chapter.

12 **15.02.330 Section J106.2 is added to read as follows:**

13 Section J106.2 Rounding of cut slopes. All cut slopes shall be rounded into the
14 existing terrain to produce a contoured transition from cut face to natural ground
15 where conditions permit.

16 **15.02.340 Section J106.4 3 is added to read as follows:**

17 Section J106.4 3 Private Road Construction. All private road construction shall
18 conform to the requirements of Section J106.4.1.

19 **15.02.350 Section J106.4 3.1 is added to read as follows:**

20 Section J106.4 3.1 Private Road Construction. (1) All private road construction
21 involving grading shall be done under permit pursuant to the provisions of this
22 section and shall be subject to the requirements stated in the Town of Paradise
23 Resolution titled, "Public and Private Road Standards of the Town of Paradise."

24 **15.02.360 Section J107.7 is added to read as follows:**

25 Section J107.7 Rounding of Fill Slopes. All fill slopes shall be rounded into the
26 existing terrain to produce a contoured transition from fill face to natural ground
27 where conditions permit.

28 **15.02.370 Section J109.5 is added to read as follows:**

1 Section J109.5 Overflow Protection. Berms, swales or other devices shall be
2 provided at the top of cut or fill slopes to prevent surface waters from
3 overflowing onto and damaging the face of the slope. Gutters or other special
4 drainage controls shall be provided where the proximity of runoff from buildings or
5 other structures is such as to pose a potential hazard to slope integrity.

6 **15.02.380 Section J110.3 is added to read as follows:**

7 Section J110.3 Disturbed Surfaces. All disturbed surfaces resulting from grading
8 operations shall be prepared and maintained to control erosion. This control may
9 consists of effective planting such as rye grass, barley or some other fast
10 germinating seed. The Town Engineer may require watering of planted areas to
11 assure growth. Dust from grading operations must be controlled. The owner or
12 contractor may be required to keep adequate equipment on the grading site to
13 prevent dust problems.

14 **15.02.390 Section J110.4 is added to read as follows:**

15 Section J110.4 Storm Damage Precautions.

16 1. The period between the first day of October and the following fifteenth
17 day of April is found and determined to be the period in which heavy rainfall
18 normally occurs in the Town. During this period, no grading work in excess of two
19 hundred fifty (250) cubic yards may be commenced on any single grading site if the
20 Town Engineer determines by inspection that such work will endanger the public
21 health or safety.

22 2. If grading operations are to be conducted during such period, plans for
23 erosion control devices shall be submitted to the Town Engineer and design approval
24 obtained prior to starting work.

25 3. All persons performing any grading operations during such period shall
26 put into effect all safety precautions which are necessary to protect public and
27 private property and access ways. All loose dirt shall be removed from the grading
28 site and adequate anti-erosion or drainage devices, debris basins, or other safety

1 devices shall be installed to protect persons and property from damage of any kind.
2 All temporary erosion control devices, including desilting basins, shall be
3 installed and be operative no later than the first day of November of each year.

4 Chapter 15.03

5 2016 California Residential Code (Title 24, Part 2.5) Based upon the 2015 6 International Residential Code (ICC)

7 8 Sections

9 15.03.010 Adoption

10 15.03.020 Chapter 1, Division II, Section R101.2, Scope, Amended

11 15.03.030 Chapter 1, Division II, Section R102.1, General, Amended

12 15.02.035 Chapter 1, Division II, Section R105.2 Work Exempt from Permits, Added

13 15.03.040 Chapter 1, Division II, Section R105.3.2, Time Limitation of
14 Application, Amended

15 15.03.050 Chapter 1, Division II, Section R108.5, Refunds, Amended

16 15.03.060 Chapter 1, Division II, Section R108.6, Work Commencing before Issuance
17 of Permit, Amended

18 15.03.070 Chapter 2, Section 202, Definitions, Added

19 15.03.080 Chapter 3, Section R313.2, One and Two Family Dwellings Automatic Fire
20 Sprinkler Systems, Amended

21 15.03.090 Chapter 3, Section R313.2.2 Alarms, Added

22 15.03.100 Chapter 9, Section R902.1, Roof Covering Material, Amended
23

24 Section 15.03.010 2016 California Residential Code Title 24, Part 2.5, is adopted
25 as follows:

26 The 2016 California Residential Code, Title 24, Part 2.5 including Appendix "H"
27 known as the California Residential Code, as published and adopted by the
28 California Building Standards Commission, including the Town's amendments and

additions, is hereby adopted by reference and incorporated herein as if fully set forth.

Section 15.03.020, Chapter 1, Division II, Section R101.2, Scope, is amended to read as follows:

The provisions of the California Residential Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal, and demolition of detached one and two family dwellings and town houses not more than three stories above grade plane in height with a separate means of egress and their accessory structures.

Section 15.03.030, Chapter 1, Division II, Section R102.1, General, is amended to read as follows:

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where in any specific case, different sections of the code specify different materials, methods of construction or other requirements the most restrictive shall govern. Where in any specific case, the California Residential Code does not have a provision that is included in the California Residential Code that would be applicable due to the type or method of construction the California Building Code provisions will apply.

Section 15.02.035, Chapter 1, Division II, Section R105.2, Work Exempt from Permits, is added to read as follows:

14. Approved prefabricated carports which are entirely open on two or more sides, do not exceed 480 square feet in footprint, are installed in accordance with the manufacturer's instructions, and are located in compliance with applicable building or structure setbacks but not upon property located within the Town adopted Paradise Redevelopment Project area or a Paradise General Plan Scenic Highway Corridor.

15. Floor sheathing, decking and exterior siding repair - limited to 100 square feet of floor sheathing or siding and less than 100 linear board feet of decking.

16. Replacement, repair or overlay of less than 10% not to exceed 100 square feet of an existing roof within any 12-month period, all repairs shall be Class A only.

Section 15.03.040, Chapter 1, Division II, Section R105.3.2, Time Limitation of Application, is amended to read as follows:

An application for a permit for any proposed work shall expire one (1) year after the date of filing, unless the permit has been issued.

Section 15.03.050 Chapter 1, Division II, Section R108.5, Refunds, is amended to read as follows:

The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit or plan review fee paid when no work or plan examination has been done under an application or permit issued in accordance with this code, provided a written refund application is filed by the original permittee prior to the expiration of the permit.

Section 15.03.060 Chapter 1, Division II, Section R108.6, Work Commencing Before Permit Issuance, is amended to read as follows:

Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before first obtaining the necessary permits shall be subject to a penalty equal to the permit fee to be paid in addition to the permit fee when obtaining the building. All fees must be paid prior to release of the permit.

Section 15.03.070 Chapter 2, Section 202, Definitions, added:

New Construction: For the purposes of enforcing the provisions of the California Fire Code, California Building Code, and the California Residential Building Code, any work, addition to, remodel, repair, renovation, or alteration of any building(s) or structure(s) shall be considered "New Construction" when 50 percent or more of the exterior weight bearing walls are removed or demolished.

1 **Section 15.03.080 Chapter 3, Section R313.2, One and Two Family Dwellings Automatic**
2 **Fire Sprinkler Systems, is amended to read as follows:**

3 An automatic residential fire sprinkler system meeting the requirements of NFPA 13D
4 or 13R and Title 24, Part Two, California Building Code, Chapter 9 shall be
5 installed in all new Residential occupancies.

6 Exception: An automatic residential fire sprinkler system shall not be
7 required for additions or alterations to existing building that are not already
8 equipped with an automatic residential fire sprinkler system. Any detached
9 Residential occupancy building accessory to a single or two family building
10 intended for intermittent use and less than 640 square feet will not require a
11 residential fire sprinkler system.

12 **Section 15.03.090 Chapter 3, Section R313.2.2 Alarms, added:**

13 One exterior approved audible sprinkler water flow alarm device shall be connected
14 to every automatic fire sprinkler system in an approved location. Such device shall
15 be activated by water flow equivalent to the flow of a single sprinkler of the
16 smallest orifice size installed in the system.

17 **Section 15.03.100 Chapter 9, Section 902.1, Roofing Covering Material, is amended**
18 **to read as follows:**

19 All roofing materials shall be installed in accordance with the manufacturer's
20 installation instructions. The entire roof covering of every new structure shall
21 be a minimum Class "A" roof covering. Any roof covering material applied in the
22 alteration, repair or replacement of the roof of the existing structure shall be a
23 minimum of a Class "A" roof covering. The entire roof covering of every existing
24 structure where more than 50 percent of the total roof area is replaced within a
25 one year period shall be a minimum of a Class "A" roof covering. The owner of any
26 structure regulated by this code shall comply with the provisions of this section
27 relating to roofing materials.

Chapter 15.04

2016 California Electrical Code (Title 24, Part 3) Based upon the 2014 National
Electrical Code (NFPA)

Sections

15.04.010 Adoption

Section 15.04.010 2016 California Electrical Code, Title 24, Part 3, is adopted as follows:

The 2016 California Building Standards Code, Title 24, Part 3, California Electrical Code, including the informative Appendices A, B, C, D, F, G, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.05

2016 California Mechanical Code (Title 24, Part 4) Based on the 2015 Uniform
Mechanical Code (IAPMO)

Sections

15.05.010 Adoption

Section 15.05.010 2016 California Mechanical Code (Title 24, Part 4), is adopted as follows:

The 2016 California Building Standards Code, Title 24, Part 4, California Mechanical Code including Appendices B,C, and D as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.06

2016 California Plumbing Code (Title 24, Part 5) Based upon the 2015 Uniform
Plumbing Code (IAPMO)

Sections

15.06.010	Adoption
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Section 15.06.010 2016 California Plumbing Code (Title 24, Part 5), is adopted as follows:

The 2016 California Building Standards Code, Title 24, Part 5, California Plumbing Code, including Appendices A, B, G, I, and J as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.07

2016 California Energy Code (Title 24, Part 6)

Sections

15.07.010	Adoption
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Section 15.07.010 2016 California Energy Code (Title 24, Part 6), is adopted as follows:

The 2016 California Building Standards Code, Title 24, Part 6, California Energy Code, including Appendix "1-A" as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.08

2016 California Historical Building Code (Title 24, Part 8)

Sections

15.08.010 Adoption

Section 15.08.010 2016 California Historical Building Code (Title 24, Part 8), is adopted as follows:

The 2016 California Building Standards Code, Title 24, Part 8, California Historical Building Code, including Appendix A as published and adopted by the California Building Standards Commission is adopted by reference and incorporated herein as if fully set forth in this chapter.

Chapter 15.09

2016 California Fire Code (Title 24, Part 9)

Sections

15.09.010 Adoption

15.09.020 Chapter 1, Division II, Section 103, Dept. of Fire Prevention, Amended

15.09.030 Chapter 1, Division II, Section 105.2.3, Time Limitation of Application, Amended

15.09.040 Chapter 1, Division II, Section 105.6.29 Miscellaneous Combustible Storage, Amended

15.09.050 Chapter 1, Division II, Section 109.4 Violation Penalties, Amended

15.09.060 Chapter 1, Division II, Section 111.4 Failure to Comply, Amended

15.09.070 Chapter 1, Division II, Section 113.3 Work commencing before permit issuance.

15.09.080 Chapter 1, Division II, Section 113.5 Refunds, Amended

15.09.090 Chapter 2, Definitions, Added

15.09.100 Chapter 3, Section 307.1, General Open Burning, Added

15.09.110 Chapter 3, Section 308.6.3 Sky Lantern or similar devices, Added

15.09.120 Chapter 5, Section 503.2.1 Dimensions, Amended

15.09.130 Chapter 5, Section 503.2.3, Surface, Amended

15.09.140 Chapter 5, Section 503.4.1 Roadway Design Features, Added
15.09.150 Chapter 5, Section 503.6 Gates, Amended
15.09.160 Chapter 5, Section 505.3, Map/Directory, Added
15.09.170 Chapter 5, Section 507.1.2, Required Water Supply, Added
15.09.180 Chapter 5, Section 510.6.1 Testing and proof of compliance, Amended
15.09.190 Chapter 9, Section 901.4.2, Non-required Fire Protection Systems,
Amended
15.09.200 Chapter 23, Section 2306.2.3, Aboveground Storage Tanks, Amended
15.09.210 Chapter 56, Fireworks, Deleted and Referred
15.09.220 Appendix B, Section B105.2 Exception 1.Reduced Fire Flow, Amended
15.09.230 Appendix C, Table C105.1, Distribution of Fire Hydrants, Amended
15.09.240 Appendix D, Table D103.4, Dead End Access, Amended

Section 15.09.010 2016 California Fire Code (Title 24, Part 9), is adopted as follows:

The 2016 California Building Standards Code, Title 24, Part 9, including Appendix Chapters 4, "B", "BB", "C", "CC", "D", "E", "F", "G", "H", "I", "K" and "N" known as the California Fire Code, as published and adopted by the California Building Standards Commission, including the Town's amendments and additions, is hereby adopted by reference and incorporated herein as if fully set forth.

Section 15.09.020 Chapter 1, Division II, Section 103, Dept. of Fire Prevention, is amended to read as follows:

The California Fire Code shall be enforced by the Fire Prevention Bureau within the Town of Paradise which is hereby established and which shall be operated under the direction of the Fire Chief of the Fire Department. The Fire Chief of the Fire Department may detail to the fire prevention bureau such members of the Fire Department as may from time to time be necessary. The Fire Chief of the Fire Department shall review, authorize, or require technical experts as may be

necessary in order to ensure that life and property protection requirements have met the requirements of this and all other Title 24 codes and standards.

Sections 103.1; 103.2; and 103.3 are hereby deleted in their entirety.

Section 15.09.030 Chapter 1, Division II, Section 105.2.3, Time Limitation of Application, is amended to read as follows:

An application for a permit for any proposed work shall expire one (1) year after the date of filing, unless the permit has been issued.

Section 15.09.040 Chapter 1, Division II, Section 106.6.29, Miscellaneous Combustible Storage, is amended to read as follows:

An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork, firewood (retail or storage) or similar combustible material.

Section 15.09.050 Chapter 1, Division II, Section 109.3, Violation Penalties, is amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in section 15.02.210. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 15.09.060 Chapter 1, Division II, Section 111.4, Failure to Comply, is amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$100 or more than \$500.

1 **Section 15.09.070 Chapter 1, Division II, Section 113.3, Work commencing before**
2 **permit issuance, is amended to read as follows:**

3 Any *person* who commences any work, activity or operation regulated by this code
4 before obtaining the necessary permits shall be subject to an investigation fee
5 that is equal to 50% of the original permit fee, which shall be in addition to the
6 required permit fees.

7 **Section 15.09.080 Chapter 1, Division II, Section 113.5, Refunds, is amended to**
8 **read as follows:**

9 The Fire Marshal may authorize refunding of a fee paid hereunder which was
10 erroneously paid or collected. The Fire Marshal may authorize refunding of not
11 more than 80 percent of the permit or plan review fee paid when no work or plan
12 examination has been done under an application or permit issued in accordance with
13 this code, provided a written refund application is filed by the original permittee
14 prior to the expiration of the permit.

15 **Section 15.09.090 Chapter 2, Section 202, Definitions, Sky Lantern, is added as**
16 **follows:**

17 SKY LANTERN: An unmanned device with a fuel source that incorporates an open flame
18 in order to make the device airborne.

19 New Construction: For the purposes of enforcing the provisions of the California
20 Fire Code, California Building Code, and the California Residential Building Code,
21 any work, addition to, remodel, repair, renovation, or alteration of any
22 building(s) or structure(s) shall be considered "New Construction" when 50 percent
23 or more of the exterior weight bearing walls are removed or demolished.

24 **Section 15.09.100 Chapter 3, Section 307.1, General Open Burning, is amended to**
25 **read as follows:**

26 Burn permits are required for all outdoor burning within the Town of Paradise
27 limits with the exception of barbeque equipment used for the preparation of food
28 and outdoor fireplaces or warming devices used in accordance with the manufacturers

1 specifications, approved screening not to exceed 3/8 inch opening and in a safe
2 manner.

3 Residential Burn Permits: Permits shall be issued annually, March 1st through May
4 31, and for one month in the fall and or as determined by the Fire Chief and a fee
5 in accordance with the Master Fee schedule of the Town of Paradise shall be
6 charged. Permits shall only be valid for the address, and name of the individual
7 cited on the permit. Permits shall not be transferable to other addresses or
8 individuals. Permits may be issued to persons to perform maintenance on
9 residential property, providing the owner of the residential property has given
10 their written consent and that is produced and verified as to the owner of record.
11 The owner shall be responsible for the cost of a Fire Department response caused by
12 the maintenance person as a result of an escape burn in violation of the rules of
13 the burn permit on behalf of the maintenance person. Residential burn permits
14 shall be issued for parcels containing one and two family residence, for which an
15 address has been issued by the Town of Paradise, and only for the purpose of
16 maintenance of vegetation growth on the parcel. Garbage, rubbish, demolition,
17 construction debris, lumber, painted or treated lumber, plywood, particle board,
18 petroleum waste, tires, plastics, cloth or other similar smoke producing materials
19 are strictly prohibited from being burned. All requirements provided for on the
20 burn permit must be followed at all times. Residents shall burn only on those days
21 specified in the permit for either the East or West Side of the Town. Burn bans
22 shall be strictly adhered to. Failure to follow the burn ban restrictions may
23 result in the requirements of Section 109.3 as amended to apply and any emergency
24 response cost recovery.

25 Land Clearing Permits: Land clearing permits are issued on an annual basis to
26 coincide with the time when open, outdoor burning is permitted, March 1st through
27 May 31, and for one month in the fall and or as determined by the Fire Chief. Land
28 clearing permits expire when seasonal burn bans go into effect in the late spring

1 of each year and shall be null and void. Persons burning on the property for which
2 a permit is issued shall be responsible for following all of the requirements of
3 that permit until the permit has expired or is revoked. The Fire Department may
4 revoke the permit at any time due to unsafe conditions, practices, or violations of
5 the permit. Burning of wood waste from trees, vines, or bushes on property being
6 developed for commercial or residential purposes, may be disposed of by open
7 outdoor fires on the property where it was grown, pursuant to the provisions of
8 section 41802-41805 of the California Health and Safety Code and in compliance with
9 the conditions of Butte County Air Quality Management District Rule 300, and
10 authorized by the Town of Paradise Fire Department. Permits are required by both
11 agencies prior to burning. All burning times must be strictly adhered to otherwise
12 it may require another method of disposal. The land clearing burn site must be
13 determined and inspected prior to releasing the permit by the Paradise Fire
14 Department. This site must be the only site authorized to burn once the permit is
15 issued. Any changes in site location will require additional inspections and fees.
16 The owner shall be responsible for the cost of a Fire Department response caused by
17 the maintenance person as a result of an escape burn in violation of the rules of
18 the burn permit on behalf of the maintenance person. Garbage, rubbish, demolition,
19 construction debris, lumber, painted or treated lumber, plywood, particle board,
20 petroleum waste, tires, plastics, cloth or other similar smoke producing materials
21 are strictly prohibited from being burned.

22 Fuel Reduction Permits: Fuel reduction permits are issued for parcels 2/3 acre or
23 larger on an annual basis to coincide with the non-fire season when open, outdoor
24 burning is permitted, March 1st through May 31, and for one month in the fall and or
25 as determined by the Fire Chief. Fuel reduction permits expire when the seasonal
26 burn ban goes into effect in the late spring of each year. Persons burning on the
27 property for which the permit is issued shall be responsible for following all of
28 the requirements of that permit as indicated until the permit expires or is

1 revoked. The Fire Department may revoke the permit at any time due to unsafe
2 burning conditions, practices, or violations of the permit. Burning of wood waste
3 from trees, vines, or bushes on existing improved property, may be disposed of by
4 open outdoor fires on the property where it was grown, pursuant to the provisions
5 of section 41802-41805 of the California Health and Safety Code and in compliance
6 with the conditions of Butte County Air Quality Management District Rule 300, and
7 authorized by the Town of Paradise Fire Department. All burning times must be
8 strictly adhered to otherwise it may require another method of disposal. The fuel
9 reduction burn site must be determined and inspected prior to releasing the permit
10 by the Paradise Fire Department. This site must be the only site authorized to
11 burn once the permit is issued. Any changes in site location will require
12 additional inspections and fees. The owner shall be responsible for the cost of a
13 Fire Department response caused by the maintenance person as a result of an escape
14 burn in violation of the rules of the burn permit on behalf of the maintenance
15 person. Garbage, rubbish, demolition, construction debris, lumber, painted or
16 treated lumber, plywood, particle board, petroleum waste, tires, plastics, cloth or
17 other similar smoke producing materials are strictly prohibited from being burned.

18
19 Campfires/Bon Fires/Recreational Fires and Special Event Fires: Permits are
20 required for these activities and a permit fee will be charged in accordance with
21 the Master Fee schedule adopted by the Town Council. A minimum of 48 hours notice
22 is required for the inspection. Such activities shall be in strict conformance
23 with the requirements provided for on the permit and the requirements within
24 Section 307 of the California Fire Code. Permits are only issued March 1st through
25 May 31st of each year. Permits will not be issued after May 31st, unless they are
26 approved by the Fire Chief.

27 **Section 15.09.110 Chapter 3, Section 308.6.3, is added to read as follows:** Sky
28 Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or

1 similar device is prohibited. **Exceptions:** Upon approval of the fire code official,
2 sky lanterns may be used as necessary for religious or cultural ceremonies
3 providing that adequate safeguards have been taken as approved by the fire code
4 official. Sky Lanterns must be tethered in a safe manner to prevent them from
5 leaving the area and must be constantly attended until extinguished.

6 **Section 15.09.120 Chapter 5, Section 503.2.1 Dimensions,** is amended to read as
7 follows: Fire apparatus access roads shall have an unobstructed width of not less
8 than 20 feet, exclusive of shoulders, except for approved security gates in
9 accordance with Section 503.6, and an unobstructed vertical clearance of not less
10 than 13 feet 6 inches. Exception: Residential driveways shall comply with Town of
11 Paradise Road Standards.

12 **Section 15.09.130 Chapter 5, Section 503.2.3, Surface, is amended to read as**
13 **follows:**

14 Fire apparatus access roads shall be designed and maintained to support the imposed
15 load of fire apparatus at 75,000 pounds and shall be surfaced so as to provide all-
16 weather driving capabilities.

17 **Section 15.09.140 Chapter 5, Section 503.4.1, Roadway Design Features, is added to**
18 **read as follows:**

19 Roadway design features (speed bumps, speed humps, speed control dips, etc.) which
20 may interfere with emergency apparatus responses shall not be installed on fire
21 apparatus access roadways.

22 **Section 15.09.150 Chapter 5, Section 503.6, Gates, is amended to read as follows:**

23 The installation of security gates across a fire apparatus access road shall be
24 approved by the Fire Marshal. Where security gates are installed, they shall have
25 an approved means of emergency operation. The emergency gates and emergency
26 operation shall be maintained operational at all times. Electric gate operators
27 are required when serving five or more residential lots, Assembly occupancies,
28 Hazardous occupancies, Institutional occupancies, and Storage occupancies and shall

1 be listed in accordance with UL 325. Gates intended for automatic operation shall
2 be designed, constructed and installed to comply with the requirements of ASTM F-
3 2200. Access keypads shall be provided that are coded with the fire department
4 emergency access code as specified. Plans and specifications shall be submitted
5 for review and approval by the Fire Prevention Bureau prior to installation.

6 **Section 15.09.160 Chapter 5, Section 505.3, Map/Directory, is added to read as**
7 **follows:**

8 A lighted directory map, meeting current Fire Department standards, shall be
9 installed at each driveway entrance to a multiple unit residential project and
10 mobile home parks, where the number of units in such projects exceeds 15.

11 **Section 15.09.170 Chapter 5, Section 507.1.2, Required Water Supply, is added to**
12 **read as follows:**

13 Group R Division 3 Occupancies (Residential one and two family dwellings, mobile
14 homes, manufactured housing, or modular home) shall comply with the fire flow
15 requirements of Appendix "B". Fire Flow may be reduced to 750 GPM at 20 PSI for
16 two hours when the unit is fully protected in accordance with NFPA 13D and there
17 are no exposures of other buildings within twenty (20) feet of each other;
18 otherwise the minimum required water supply capability will be in accordance with
19 Appendix "B". In no case shall the water supply capability be less than 1000 GPM
20 at 20 PSI for two hours within the requirements found in Appendix "B".

21 The required water supply for a detached "U" occupancy accessory to a Residential
22 one and two family dwelling is not required to meet the water supply requirements
23 of Appendix "B" if the "U" occupancy is less than 1500 square feet and separated
24 from the dwelling unit by a minimum of 20 feet. If both requirements cannot be met
25 then the requirements of Appendix "B" will apply.

26 **Section 15.09.180 Chapter 5, Section 510.6.1 Testing and proof of compliance, is**
27 **added to read as follows:**

5. At the conclusion of the testing, a report, which shall verify compliance with Section 510.5.4, shall be submitted to the fire code official. In addition, one complete copy of the report shall be posted in the building, on the wall immediately adjacent to the Fire Alarm Control Panel.

Section 15.09.190 Chapter 9, Section 901.4.2, Non-required Fire Protection Systems, is amended to read as follows:

Any fire protection system not required by this code or the California Building Code shall be allowed to be furnished for complete protection only provided such installed system meets the requirements of this code and the California Building Code.

Section 15.09.200 Chapter 22, Section 2306.2.3, Aboveground Storage Tanks, is amended to read as follows:

The storage of class I, II, and III liquids in aboveground tanks outside of buildings is prohibited in all areas of the Town except in areas zoned as Industrial Services (I.S.).

Exception: The installation of approved listed above ground storage tanks shall be allowed in areas zoned for commercial purposes. Such tanks shall meet with State and County Environmental codes, and the California Fire and Building Code requirements. Aggregate quantities and type(s) of liquid(s) to be stored shall not exceed 2,000 gallons. Tanks shall be located outside of buildings and in accordance with the requirements of the California Fire and Building Codes. On those rare occasions when there may be need for additional tank capacity beyond the 2,000 gallons, the applicant can submit a written request to the Fire Marshal. The Fire Marshal, after evaluating the circumstances, shall have the authority to modify the conditions to the installation of such tanks. Above ground storage tanks used only for heating fuels to heating appliances in areas zoned residential shall meet the requirements of the California Fire Code and the Town of Paradise Administrative policy but in no case shall tanks exceed 250 gallons.

1 **Section 15.09.210 Chapter 56, Fireworks, is deleted, is amended and referred as**
2 **follows:**

3 Refer to Paradise Municipal Code Title 8 Chapter 8.44 for prohibition on fireworks.
4 The storage of explosives and blasting agents is prohibited within the limits of
5 the Town of Paradise, except for temporary storage between the hours of 6:00 a.m.
6 and 6:00 p.m. for use in connection with blasting operations approved by the Fire
7 Marshal. This prohibition shall not apply to stock of small arms ammunition and
8 supplies for retail or approved manufacturing facilities as outlined under the
9 California Fire Code.

10 **Section 15.09.220 Appendix B, Section B105.2 Exception 1, Reduced Fire Flow, is**
11 **amended to read as follows:**

12 A reduction in required fire flow of 50 percent is allowed when the building is
13 provided with an approved automatic sprinkler system installed in accordance with
14 section 903.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500
15 GPM at 20 PSI for prescribed hours provided for in Table B105.1.

16 **Section 15.09.230 Appendix C, Table C105.1 Footnote "f", Distribution of Fire**
17 **Hydrants, is added to read as follows:**

18 Buildings or structures fully protected by an automatic fire sprinkler system and
19 classified as a single-two-family dwelling or a "U" occupancy in accordance with
20 the California Building Code shall provide a fire hydrant within 750 feet of the
21 building or structure by an approved path of travel. All other occupancies must
22 meet the requirements provided for in this table.

23 **Section 15.09.240 Appendix D, Table D103.4, Requirements for Dead-End Access, is**
24 **amended to read as follows:**

25 Table D103.4, Requirements for Dead End Access and Turn Around requirements shall
26 be used as a guide only. The Town of Paradise Fire Department Administrative
27 Policy for turn-around requirements shall be complied with as though set forth in
28 this amendment.

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4 **Chapter 15.10**

5 **2016 California Existing Building Code (Title 24, Part 10)**
6

7 **Sections**

8 **15.10.010 Adoption**

9 **Section 15.10.010 2016 California Existing Building Code (Title 24, Part 10), is**
10 **adopted as follows:**

11 The 2016 California Building Standards Code, Title 24, Part 10, California Existing
12 Building Code, as published and adopted by the California Building Standards
13 Commission is adopted by reference and incorporated herein as if fully set forth in
14 this chapter.
15

16 **Chapter 15.11**

17 **2016 California Green Building Standards Code (Title 24, Part 11)**
18

19 **Sections**

20 **15.11.010 Adoption**

21 **Section 15.11.010 2016 California Green Building Standards Code (Title 24, Part**
22 **11), is adopted as follows:**

23 The 2016 California Building Standards Code, Title 24, Part 11, California Green
24 Building Standards Code, including Appendices A4 and A5 as published and adopted by
25 the California Building Standards Commission is adopted by reference and
26 incorporated herein as if fully set forth in this chapter.
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4 **Chapter 15.12**

5 **2016 California Administrative Code (Title 24, Part 1)**
6

7 **Sections**

8 **15.12.010 Adoption**

9 **Section 15.12.010 2016 California Administrative Code (Title 24, Part 1), is**
10 **adopted as follows:**

11 The 2016 California Building Standards Code, Title 24, Part 1, California
12 Administrative Code, as published and adopted by the California Building Standards
13 Commission is adopted by reference and incorporated herein as if fully set forth in
14 this chapter.
15

16 **Chapter 15.13**

17 **2016 California Referenced Standards Code (Title 24, Part 12)**
18

19 **Sections**

20 **15.13.010 Adoption**

21 **Section 15.13.010 2016 California Referenced Standards Code (Title 24, Part 12), is**
22 **adopted as follows:**

23 The 2016 California Building Standards Code, Title 24, Part 12, California
24 Referenced Standards Code, as published and adopted by the California Building
25 Standards Commission is adopted by reference and incorporated herein as if fully
26 set forth in this chapter.
27
28

SECTION 3. This Ordinance shall take effect on January 1, 2017. Before the expiration of fifteen (15) days after its passage, this Ordinance or a summary of it shall be published in a newspaper of general circulation within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against the same.

Passed and adopted by the Town Council of the Town of Paradise, County of Butte, State of California, on this 11 Day of October 2016 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, MAYOR

ATTEST:

Dina Volenski, CMC, TOWN CLERK

DATE: _____

APPROVED AS TO FORM:

DWIGHT L. MOORE, TOWN ATTORNEY

EXHIBIT "A" FACTS & FINDING CORRELATION

PARADISE MUNICIPAL CODE SECTION	CALIFORNIA CODE	CODE SECTION AMENDED	SHORT TITLE	REFERENCED FACT/FINDING (Page 3-5)
15.02.010	CBC		Adoption	Health & Safety Code 17958.5
15.02.020	CBC	101.4	Referenced Codes	Health & Safety Code 17958.5
15.02.030	CBC	101.4.1	Gas - Plumbing Code	Administrative
15.02.040	CBC	101.4.2	Mechanical Code Reference to California	Administrative
15.02.050	CBC	101.4.3	Plumbing Code Reference to California	Administrative
15.02.055	CBC	101.4.4	Property Maintenance	Deleted
15.02.060	CBC	101.4.5	Fire Prevention	Administrative
15.02.070	CBC	103	Department of Building & Safety	Deleted
15.02.080	CBC	105.2	Work Exempt from Permits	Administrative
15.02.090	CBC	105.3.2	Time Limitation of Application	Administrative
15.02.100	CBC	105.5	Expiration	Administrative
15.02.110	CBC	105.8	Transferability	Administrative
15.02.120	CBC	107.5	Retention of Construction Documents	Administrative

1	15.02.130	CBC	107.6	Expiration of Plan	Administrative
2				Review	
3	15.02.140	CBC	109.2	Schedule of Permit Fees	Administrative
4	15.02.150	CBC	109.4	Commencing Work/Permit	Administrative
5	15.02.160	CBC	109.6	Refunds	Administrative
6	15.02.170	CBC	110.3.9.1	Special Inspectors	Administrative
7	15.02.180	CBC	110.4	Inspection Agencies	Administrative
8	15.02.190	CBC	111.1	Use and Occupancy	Administrative
9	15.02.200	CBC	112.3	Disconnect Service	Administrative
10				Utilities	
11	15.02.210	CBC	114.4	Violation Penalties	Administrative
12	15.02.220	CBC	202	Definitions	Administrative
13	15.02.230	CBC	1505.1.3	Roof Coverings	1A, 2A, 2B, 2C
14	15.02.240	CBC	1603.1.3	Roof Snow Loads	1A, 2A
15	15.02.250	CBC	J101.1	Scope	Administrative
16	15.02.260	CBC	J101.3	Purpose	Administrative
17	15.02.270	CBC	J101.4	Hazards	Administrative
18	15.02.280	CBC	J102	Definitions	Administrative
19	15.02.290	CBC	J103	Permits Required	Administrative
20	15.02.300	CBC	J104.2	Site Plan Requirements	Administrative
21	15.02.310	CBC	J104.5	Bonds	Administrative
22	15.02.320	CBC	J105.3	Inspections	Administrative
23	15.02.330	CBC	J106.2	Rounding of cut slopes	1A, 2A, 2B, 2D,
24					2E
25	15.02.340	CBC	J106.4 3	Private road	1A, 2A, 2B, 2D,
26				construction	2E
27	15.02.350	CBC	J106.4 3.1	Private road	1A, 2A, 2B, 2D,
28					

			construction	2E
15.02.360	CBC	J107.7	Rounding of fill slopes	1A, 2A, 2B, 2D,
15.02.370	CBC	J109.5	Overflow protection	1A, 2A, 2B, 2D,
				2E
15.02.380	CBC	J110.3	Disturbed surfaces	1A, 2A, 2B, 2D,
				2E
15.02.390	CBC	J110.4	Storm damage	1A, 2A, 2B, 2D,
			precautions	2E
15.03.010	CRC		Adoption	Health & Safety Code 17958.5
15.03.020	CRC	R101.2	Scope	Administrative
15.03.030	CRC	R102.1	General	Administrative
15.03.040	CRC	R105.3.2	Time Limitation for Application	Administrative
15.03.050	CRC	R108.5	Refunds	Administrative
15.03.060	CRC	R108.6	Commencing Work Before Permit	Administrative
15.03.070	CRC	R202	Definitions	Administrative
15.03.080	CRC	R313.2	Automatic Fire Sprinklers	1A, 2A, 2B, 2D
15.03.090	CRC	R313.2.2	Alarms	1A, 2C, 2D
15.03.100	CRC	R902.1	Roof Coverings	1A, 2A, 2B, 2C
15.04.010	CEC		Adoption	Health & Safety Code 17958.5

1	15.05.010	CMC		Adoption	Health & Safety
2					Code 17958.5
3					
4	15.06.010	CPC		Adoption	Health & Safety
5					Code 17958.5
6					
7	15.07.010	Ca. Energy		Adoption	Health & Safety
8		Code			Code 17958.5
9					
10	15.08.010	Ca.		Adoption	Health & Safety
11		Historical			Code 17958.5
12		Code			
13					
14	15.09.010	CFC		Adoption	Health & Safety
15					Code 17958.5
16	15.09.020	CFC	103	Dept. of Fire	Administrative
17				Prevention	
18	15.09.030	CFC	105.2.3	Time Limitation of	Administrative
19				Application	
20	15.09.040	CFC	105.6.29	Miscellaneous	2A, 2B, 2D,
21				Combustibles	
22	15.09.050	CFC	109.3	Violation Penalties	Administrative
23	15.09.060	CFC	111.4	Failure to Comply	Administrative
24	15.09.070	CFC	113.3	Work Commencing	Administrative
25	15.09.080	CFC	113.5	Refunds	Administrative
26	15.09.090	CFC	202	Sky Lantern	Administrative
27	15.09.100	CFC	307.1	General Open Burning	1A, 2A, 2B, 2C,
28					

				2D
15.09.110	CFC	308.6.3	Sky Lantern	1A, 2A, 2B, 2C, 2D
15.09.120	CFC	503.2.1	Dimensions	1A, 2A, 2B, 2C, 2D, 2E
15.09.130	CFC	503.2.3	Surface-Access Roadways	1A, 2A, 2B, 2D, 2E
15.09.140	CFC	503.4.1	Roadway Design Features	1A, 2A, 2B, 2D, 2E
15.09.150	CFC	503.6	Gates	2D, 2E
15.09.160	CFC	505.3	Map/Directory	2D
15.09.170	CFC	507.1.2	Required Water Supply	1A, 2A, 2B, 2D
15.09.180	CFC	510.6.1	Testing and Proof	Administrative
15.09.190	CFC	901.4.2	Non-Required Fire Prot. System	2D
15.09.200	CFC	2206.2.3	Aboveground Storage Tanks	1A, 2A, 2B
15.09.210	CFC	Chapter 33	Fireworks	1A, 2A, 2B, 2C, 2D
15.09.220	CFC	B105.2 Exception 1	Reduced Fire Flow	1A, 2A, 2B, 2D
15.09.230	CFC	C105.1	Distribution of Fire Hydrants	1A, 2A, 2B, 2D
15.09.240	CFC	D103.4	Dead End Access	1A, 2A, 2B, 2D, 2E

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15.10.010	Ca. Existing Building Code		Adoption	Health & Safety Code 17958.5
15.11.010	Ca. Green Building Standards Code		Adoption	Health & Safety Code 17958.5
15.12.010	Ca. Administrati ve Code		Adoption	Health & Safety Code 17958.5
15.13.010	Ca. Ref. Stds.		Adoption	Health & Safety Code 17958.5



**Town of Paradise
Council Agenda Summary
Date: October 11, 2016**

Agenda Item: 2(f)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer

Reviewed by: Lauren Gill, Town Manager

Subject: Authorize destruction of certain records maintained in the Finance Department in keeping with the principles of an effective and cost efficient Records Management Program

Council Action Requested: Adopt Resolution No. 16-___, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Department Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for four or more years and are eligible for destruction.

Alternatives: Consider making a determination that certain records listed for destruction have value to the agency, and direct that all or some records listed on Exhibit B continue to maintained.

Background: The Town has had an established records management program since the early 1980's. Based upon recommendations from the California Secretary of State, all Town records have been appraised, inventoried and scheduled with a retention/destruction code pursuant to Town of Paradise Resolution No. 04-27 (originally schedule was adopted in 1993 by Resolution No. 93-30). This resolution provides the Town with legal authority to dispose of certain records that are no longer of value to the Town.

Discussion: Once records have fulfilled their administrative, fiscal, or legal function they should be disposed of as soon as possible in order to maintain an efficient, effective and economical management of information. Resolution No. 04-27 provides the legal authority, with the Town Attorney's consent, to dispose of records that no longer serve the administrative, legal and/or fiscal purposes for which they were created.

Fiscal Impact Analysis: No additional cost will be borne by the Town in destroying these records. The Finance Department already contracts for regular shredding service and any documents not containing confidential or sensitive information will be recycled.

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN
STORAGE FOR THE FINANCE DEPARTMENT PURSUANT TO GOVERNMENT
CODE SECTION 34090.**

WHEREAS, Government Code Section 34090 authorizes the head of a town department, with the written consent of the Town Attorney, to destroy certain records over two years of age upon approval of the legislative body; and,

WHEREAS, the Town Attorney consent is incorporated into this resolution as Exhibit A approving the destruction of those certain records set forth in Exhibit "B"; and,

WHEREAS the specific records are set forth on Exhibit "B"; and,

WHEREAS, the Administrative Services Director is requesting to dispose certain records maintained in the Finance Department as set forth on the attached Exhibits "B".

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

SECTION 1: The Administrative Services Director of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibit "B" of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 11th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

EXHIBIT "A"

**Consent to Destruction of Certain Records, Documents
and Papers of the Town of Paradise**

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibit B to Resolution No. 16-__.

DATED: October 11, 2016

DWIGHT L. MOORE, Town Attorney

RESOLUTION NO. _____
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
PURSUANT TO GOVERNMENT CODE SECTION 34090

EXHIBIT “B”
LIST OF FILES ELIGIBLE FOR DESTRUCTION

	Finance – Audit + 2 years	
3 Folders	Billing Records – TDA claim, mandate claim and employee computer loans	Fiscal years 2003/04 & 2004/05
	Finance – Audit + 4 years	
1 Folder	Accounts Payable – Bank of America charge card information	Fiscal year 2006/07
1 Folder	Accounts Receivable – Paid and voided administrative citations	Fiscal year 2005/06
2 Folders	Accounts Receivable – Ledger of Butte County tax roll for Animal Control Assessment and Annual Onsite Permit Fee	Fiscal years 2006/07 & 2007/08
3 Boxes	Deposits and Receipts - Receipts and documentation related to various revenues including Department of Treasury, State of California, Board of Equalization, Butte County, hotels, and franchises	June 2009 and prior
	Finance – Audit + 7 years	
3 Binders	Financial Recordings – Journal entries used to record various financial activities – monthly, quarterly and annually	Fiscal year 2003/04
	Finance – Close + 10 years	
4 Items	Letters of Credit/Surety Bond – Secured performance of certain development or contractual obligations	Expired November 2004 and prior

Reviewed by:

Gina Will, Administrative Services Director/Town Treasurer



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: October 11, 2016**

AGENDA ITEM: 2(g)

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police

REVIEWED BY: Lauren Gill, Town Manager

COUNCIL ACTION REQUESTED:

- (1) Authorize the Police Department to award the Police Patrol Vehicle Bid (three 2017 Ford Interceptor Utility vehicles) to Oroville Ford, 1726 Montgomery St., Oroville Ca 95965.

BACKGROUND:

In the November 2014 election the citizens of Paradise elected to pass Measure "C"; a half cent sales tax increase in order to provide funding for public safety, roads, and animal control operations. A committee was formed of selected citizens to provide recommendations for the use of the funds. The committee met and provided the Town Council with their recommendations on Measure C funds expenditures. The purchase of police patrol vehicles for the Paradise Police Department was one of their recommendations.

On June 20, 2016, the Town Council met during a special council meeting and approved the FY 16/17 budget which included the Measure C committee's recommendation and expenditure of funds for the purchase of police patrol vehicles.

As a result of the approved budget, Requests for Proposals were sent out with a bid opening date of September 29, 2016, at 1:00 PM. On September 29, 2016 at 1:00 PM the bids were opened at the Clerk's Office. Oroville Ford was the low bidder at \$29,431.87 for each vehicle (or \$88,295.61 for three vehicles, including tax and fees).

DISCUSSION:

To retain vehicles in our patrol fleet that exceeds 100,000 miles has proven to increase our maintenance cost, which impacts the General Fund, impacts the reliability for in-service usage and potentially increases our liability due to component / system failure. We are in the fortunate position, due to the passing of Measure "C", to purchase police vehicles.

FINANCIAL IMPACT:

The purchase of three vehicles will cost a total of \$88,295.61, which would be purchased on a five (5) year lease. The lease payment will be funded by Measure C funds and has already been included in the 2016/17 budget.



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: October 11, 2016**

AGENDA ITEM: 2(h)

ORIGINATED BY: Gabriela Tazzari-Dineen, Chief of Police

REVIEWED BY: Lauren Gill, Town Manager

COUNCIL ACTION REQUESTED:

- (1) Authorize the Police Department to award the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computer (MDC) Bid (install emergency equipment into three 2017 Ford Interceptor Utility vehicles) to Sutter Buttes Communications, 445 N. Palora Ave., Yuba City, CA 95991.

BACKGROUND:

In the November 2014 election the citizens of Paradise elected to pass Measure "C"; a half cent sales tax increase in order to provide funding for public safety, roads, and animal control operations. A committee was formed of selected citizens to provide recommendations for the use of the funds. The committee met and provided the Town Council with their recommendations on Measure C funds expenditures. The purchase of police patrol vehicles for the Paradise Police Department was one of their recommendations.

On June 20, 2016, the Town Council met during a special council meeting and approved the FY 16/17 budget which included the Measure C committee's recommendation and expenditure of funds for the purchase and equipping of police patrol vehicles. As a result of the approved budget, Requests for Proposals were sent out with a bid opening date of September 29, 2016, at 1:00 PM.

On September 29, 2016 at 1:00 PM the bids were opened at the Clerk's Office. Lehr Auto Electric was the low bidder at \$2,568.75 to assemble each Patrol vehicle, \$2,868.75 to assemble the K9 Patrol vehicle, \$555.00 for delivery and \$642.09 tax (or \$9,203.34 for three vehicles, delivered). However, Lehr Auto Electric only provides a 5 year warranty on the installation of the equipment, with repairs to be made at their facility at 4707 Northgate Blvd., Sacramento, CA 95834.

Sutter Buttes Communications submitted a bid of \$2,800.00 to assemble each Patrol vehicle, \$3,000.00 to assemble the K9 Patrol vehicle, \$634.25 in additional parts and tax (or \$9234.25 for three vehicles). This exceeds Lehr's bid by \$31.01. However, Sutter Buttes Communications warranties their installation of the additional equipment "for the service life of said vehicle and will cover most items that might quit working under normal operations. This would be a case by case basis and would be discussed with those in charge."

The Paradise Police Department has Patrol vehicles that are 15 years old currently deployed in the field. It is the goal of the department to reduce the overall age of the fleet through the prudent utilization of Measure C funds; however, in current conditions the Department estimates a realistic 10-year life cycle for the Patrol vehicles covered under this contract. Additionally, Sutter Buttes Communications currently responds to Paradise to conduct service on the older Police vehicles. However, if a vehicle had to be delivered to Sutter Buttes Communications for service, they are located approximately 40 minutes closer to the Town of Paradise. This saves 80 minutes of staff time for each service trip made. Therefore, by utilizing Sutter Buttes Communications the Town of Paradise will realistically double the warranty period for all three vehicles and significantly reduce staff time for service, by a total additional investment of \$31.01.

DISCUSSION:

To retain vehicles in our patrol fleet that exceeds 100,000 miles has proven to increase our maintenance cost, which impacts the General Fund, impacts the reliability for in-service usage and potentially increases our liability due to component / system failure. We are in the fortunate position, due to the passing of Measure “C”, to purchase police vehicles, and have the requisite emergency vehicle equipment installed.

Paradise Municipal Code Section 2.45.120 allows the Town Council to award a bid to a bidder other than the lowest bidder for the equipment if the Council adopts a resolution making a finding that in light of all the circumstances applicable to the purchase, the Town will acquire the equipment from a party other than the lowest bidder.

FINANCIAL IMPACT:

The installation of emergency vehicle equipment into three vehicles will cost a total of \$9,234.35, which would be included in the purchase of the vehicles on a five (5) year lease. The lease payment will be funded by Measure C funds and has already been included in the 2016/17 budget.

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE MAKING
FINDINGS TO AWARD BID TO OTHER THAN LOWEST BIDDER FOR THE
INSTALLATION OF POLICE PATROL VEHICLE EMERGENCY EQUIPMENT AND
MOBILE DATA COMPUTERS PURSUANT TO PARADISE MUNICIPAL CODE SECTION
2.45.120**

WHEREAS, the Town of Paradise has received two bids for the installation of police patrol vehicle emergency equipment and mobile data computers; and

WHEREAS, the bids and the amounts of the bids were as follows:

Lehr Auto Electric	\$9,203.34 (with a five-year warranty)
Sutter Buttes Communications	\$9,234.25 (with a lifetime warranty); and

WHEREAS, the Town of Paradise has reviewed the bid prices and warranties that would be provided by the bidders and desires to obtain the lifetime warranty associated with the bid from Sutter Buttes Communication even though the bid is \$31.01 higher than the Lehr Auto Electric bid; and

WHEREAS, Paradise Municipal Code section 2.45.120 states as follows:

“Notwithstanding any provision of this chapter to the contrary, supplies, equipment and/or services may be purchased from other than the lowest responsible and responsive bidder in any case in which the town council shall find that, in light of all circumstances applicable to the particular purchase, including, but not limited to, location of the vendor and the amount of staff time required for the administration of the contract and/or cost/impact of changing vendors, the town will acquire the supplies, equipment or service at lower net cost by effecting its purchase from a party other than the lowest responsible bidder.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE as follows:

Section 1. After considering the lower net cost associated with the lifetime warranty by Sutter Buttes Communications, the Town Council finds that the installation of the police patrol vehicle emergency equipment and mobile data computers by Sutter Buttes Communications would be in the best interest of the Town of Paradise.

Section 2. Based upon the above finding, the Town Council does hereby authorize the installation of the police patrol vehicle emergency equipment and mobile data computers by Sutter Buttes Communications.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 11th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

JODY JONES, Mayor

ATTEST:

APPROVED AS TO FORM:

DINA VOLENSKI, Town Clerk

DWIGHT L. MOORE, Town Attorney



**ATOWN OF PARADISE
Council Agenda Summary
Date: October 11, 2016**

Agenda No.2(i)

ORIGINATED BY: Marc Mattox, Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Capital Improvement Project CEQA Determination

COUNCIL ACTION REQUESTED:

1. Concur with staff recommendation to file a CEQA Notice of Exemption for the Almond St. Multi-Modal Improvements Project.

Background:

In 2015, the Town of Paradise procured state funding for the subject Active Transportation Program project. The purpose of this program is to provide opportunities for biking and walking trips, improve safety for non-motorized users, improve 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.

The Town was awarded the following project under this grant:

State Project No.	Project Title	Project Limits	Description	Project Cost	Local Share
5425 (031)	Almond Street Multi-Modal Improvements	Almond Street between Pearson and Elliott Roads	Install Class II Bicycle Lanes and sidewalks	\$3,905,000	12%

One important task in the preliminary engineering phase is the completion of the environmental review process, including the California Environmental Quality Act (CEQA).

Analysis:

The CEQA process requires the lead agency to examine the project proposal and evaluate potential impacts, similar but different to NEPA. Staff has evaluated each project thoroughly and found that *CEQA Article 19, Categorical Exemptions, 15301. Existing Facilities, (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)* is applicable to each project. Below, please find a project description and corresponding reason for the exemption.

The proposed project will add new curbs, gutters, and sidewalks to Almond Street between Pearson Road and Elliott Road. In addition, the project will widen Almond Street to incorporate Class II Bicycle Lanes on both sides of the roadway between Pearson and Fir Street and a Class I facility between Fir Street and Elliott Road. The project will also include underground

drainage improvements, minor landscaping, pedestrian lighting, and reconfiguration of on-street parking.

The project will result in no expansion of an existing use. No additional lanes or capacity will be created by the project. The purpose of the project is to increase the proportion of biking and walking trips; increase safety for non-motorized users; and increase mobility for non-motorized users. No further environmental review is necessary for this project.

Staff recommends Council approve the filing of the attached Notice of Exemption for the referenced project.

If approved, construction for this project could be expected in 2019.

Financial Impact:

There is a recording fee of \$50 with the Butte County Recorder's Office to file the Notice of Exemption.

Attachments:

Attachment 1 – Almond St. Multi-Modal Improvements CEQA Notice of Exemption

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

From: Public Works Department
Town of Paradise
5555 Skyway
Paradise, CA 95969

☒ County Clerk-Recorder
Butte County
155 Nelson Avenue
Oroville, CA 95965

Project Title: **ALMOND STREET MULTI-MODAL IMPROVEMENTS PROJECT**

Project Location: See attached project location map.

Assessor's Parcel Number(s): Town Rights of Way.

Project Description: The Town of Paradise within Butte County, California proposes to implement the Almond Street Multi-Modal Improvements Project (proposed project). The proposed project will add new curbs, gutters, and sidewalks to Almond Street between Pearson Road and Elliott Road. In addition, the project will widen Almond Street to incorporate Class II Bicycle Lanes on both sides of the roadway between Pearson and Fir Street and a Class I facility between Fir Street and Elliott Road. The project will also include underground drainage improvements, minor landscaping, pedestrian lighting, and reconfiguration of on-street parking.

Lead Agency: Town of Paradise

Applicant: Town of Paradise
5555 Skyway
Paradise, CA 95969

Exemption Status: ☐ Ministerial [Section 21080(b); 15268];
☐ Declared Emergency [Section 21080(b)(3); 15269(a)];
☐ Emergency Project [Section 21080(b)(4); 15269(b)(c)];
☐ General Rule [Section 15061(b)(3)];
☒ **Categorical Exemption [Section 15301(c), Existing Facilities];**
☐ Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];
☐ Statutory Exemption [Section 15273(a)(4)].

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines [Section 15301(c)], which states:

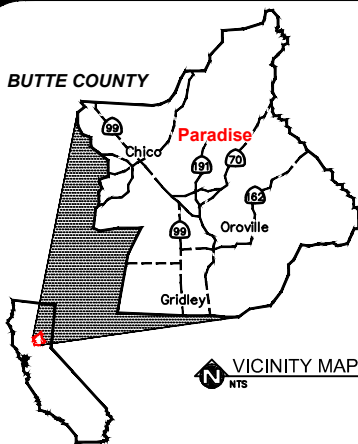
"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use. Examples include but are not limited to:

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

The project will result in no expansion of an existing use. No additional lanes or capacity will be created by the project. The purpose of the project is to increase the proportion of biking and walking trips; increase safety for non-motorized users; and increase mobility for non-motorized users. No further environmental review is necessary for this project.

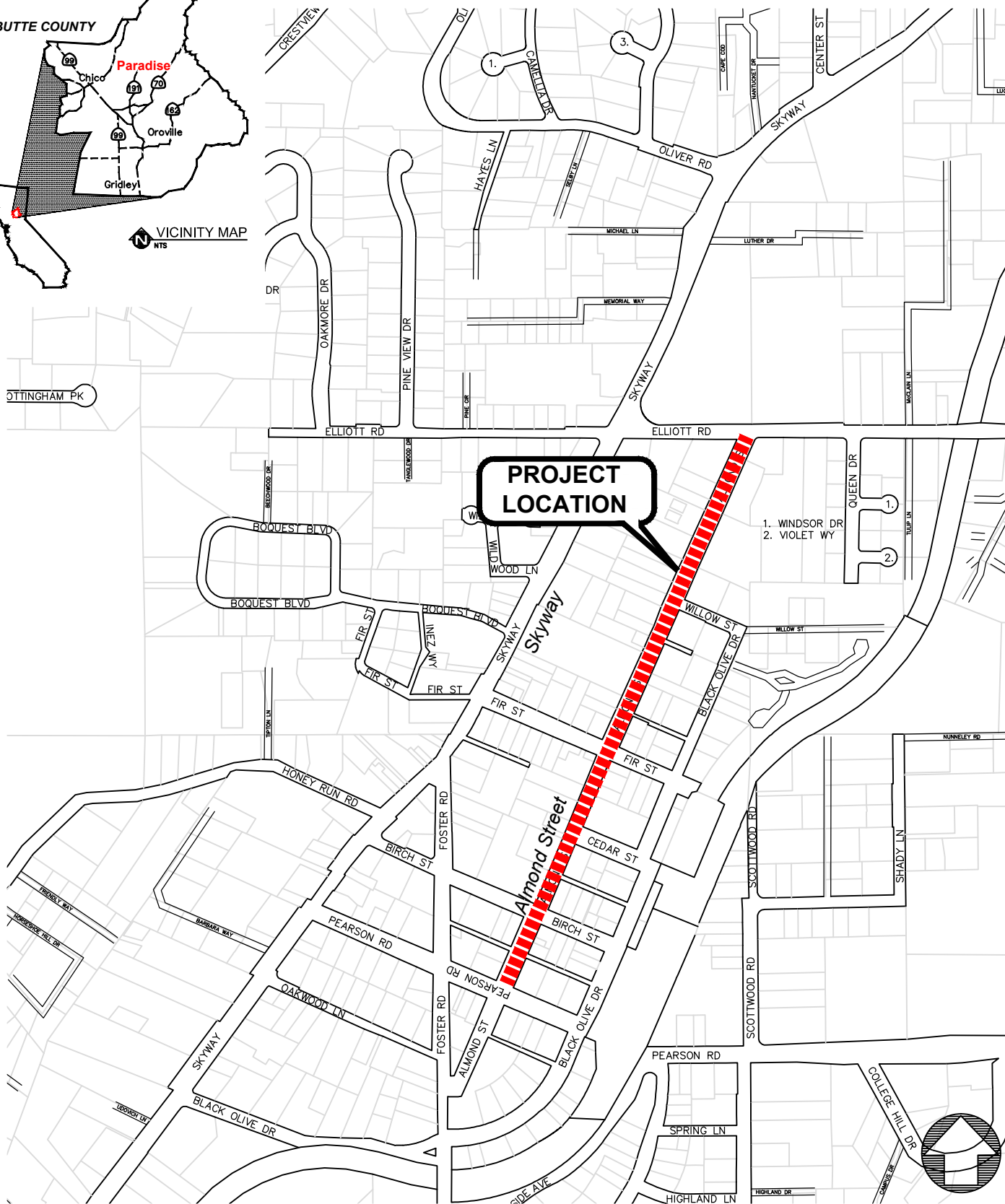
By _____
Marc Mattox
Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969
October 12, 2016

BUTTE COUNTY



VICINITY MAP
NTS

OTTINGHAM PK



SCALE: 1" = 600'



TOWN OF PARADISE PUBLIC WORKS DEPARTMENT

5555 Skyway
Paradise, California 95969
Phone: (530) 872-6291 Fax: (530) 877-5059

Almond Street Multi-Modal Improvements Project

Vicinity & Project Location Map

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TOWN OF PARADISE
Council Agenda Summary
Date: October 11, 2016

Agenda No. 2(j)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Public Works Bucket/Boom Truck Purchase – Used Sole-Source

COUNCIL ACTION REQUESTED:

Adopt Resolution No. 16-___, a Resolution of The Town Council of The Town of Paradise Making Findings Concerning Sole Vendor For The Purchase of A Bucket/Boom Truck From Pacific Excavation of Elk Grove Pursuant To Paradise Municipal Code Sections 2.45.070B and 245.070F.

Background:

The Public Works Department historically keeps a bucket/boom truck in the fleet for the purposes of emergency tree removal, emergency traffic signal work in addition to regular tree and signal maintenance. The Town's 1997 Ford F-450 (Telsta Boom) truck, used for the above practices, broke down in July 2016. The current condition of the truck can be summarized as follows: failed generator, hydraulic pump leaking, bald tires, inoperable emergency break, failed battery, extensive electrical wiring issues, and constant bucket drift (meaning the bucket rotates while occupied without the controls being used). The current truck, which was purchased by the Town several years ago, is obsolete and would cost more to repair than the vehicle is worth. Since June, the Public Works Department has rented a bucket truck for one week, costing \$1,100. The Town is currently not prepared for any emergency signal or tree work, which leaves the public unprotected.

Paradise Municipal Code Chapter 2.45 Purchasing System requires the Town to undertake certain purchasing procedures. Paradise Municipal Code Section 2.45.070 allows for exemptions to the Town's formal bidding process under the following two applicable provisions:

- B. When the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the town, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area;
- F. When there is a breakdown in essential machinery, essential services, or when unforeseen circumstances arise, including delays by contractors, delays in transportation, and unanticipated volume of work, which require the immediate attention of a professional or immediate service/repair in order to protect public health, safety and welfare;

Analysis:

Staff proposes to use a sole-source justification to purchase a used bucket truck in the amount of \$9,800. New bucket trucks typically exceed \$160,000. This purchase would be made from an

area signal construction contractor who was already planning to surplus the vehicle due to California Air Resources Board compliance regulations. Staff has researched the long-term viability of this vehicle and found that it can be operated indefinitely with a 5-year annual average of 3,000 miles/150 hours operation limits. Public Works staff estimates annual usage at 100-200 miles per year and estimated 150 hours per year operation. The truck that would be purchased is a 1998 International 4700 Series (Altec Boom) truck. The truck currently has 168,000 miles and 12,000 hours of use. The vehicle has been maintained in excellent condition by the contractor and can be put into service immediately. It also has recently passed a 50-point inspection and will be further inspected by the Town Mechanic and Public Works Manager. Alternatives for other CARB-compliant used options with well-over 120,000 miles range between \$60,000-\$90,000.

Based on Paradise Municipal Code Section 2.45.070 B and F, staff proposes to proceed with a direct purchase from this vendor without competitive bids. After researching available used bucket trucks, staff is completely satisfied there are no other vendors which could provide such a well-maintained, reliable truck at this price. Secondly, this purchase is wholly necessitated by a breakdown in essential machinery which is used to protect public health, safety and welfare.

Financial Impact:

The purchase price for the bucket truck is \$9,800. Funds will be drawn from the Department's equipment replacement fund, Account No. 7615.45.4750.5304 which has an available balance of \$11,000.

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE MAKING
FINDINGS CONCERNING SOLE VENDOR FOR THE PURCHASE OF A BUCKET/BOOM
TRUCK FROM PACIFIC T & J EQUIPMENT, INC. PURSUANT TO PARADISE MUNICIPAL
CODE SECTIONS 2.45.070B AND 245.070F**

WHEREAS, the Public Works Department of the Town of Paradise currently has no bucket/boom truck with which to perform emergency services relating to traffic signals and trees; and

WHEREAS, the Town lacks the \$160,000 to purchase a new bucket/boom truck; and

WHEREAS, there are no readily available sources for used bucket/boom trucks; and

WHEREAS, the Town staff has located one used bucket/boom truck that could be purchased for \$9,800 from T & J Equipment, Inc.; and

WHEREAS, Paradise Municipal Code sections 2.45.070B and 2.45.070F state as follows:

B. “When the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the town, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area.”

F. “When there is a breakdown in essential machinery, essential services, or when unforeseen circumstances arise, including delays by contractors, delays in transportation, and unanticipated volume of work, which require the immediate attention of a professional or immediate service/repair in order to protect public health, safety and welfare.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE as follows:

Section 1. After considering the above recitals, the Town Council finds that T & J Equipment, Inc. is the sole vendor for the purchase of a used bucket/boom truck that is needed to perform emergency services relating to traffic signals and trees, and that such purchase would be in the best interests of the Town of Paradise.

Section 2. Based upon the above findings, the Town Council does hereby authorize the purchase of the used bucket/boom truck from T & J Equipment, Inc. for \$9,800.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 11th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

JODY JONES, Mayor

ATTEST:

APPROVED AS TO FORM:

DINA VOLENSKI, CMC, Town Clerk

DWIGHT L. MOORE, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: October 11, 2016

Agenda No. 2(k)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Downtown Paradise Equal Mobility Project – Consultant Recommendation for Surveying, Mapping and Civil Design Services

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Bennett Engineering Services to perform engineering services for the Downtown Paradise Equal Mobility Project, and
2. Approve the attached Professional Services Agreement with Bennett Engineering Services and authorize the Town Manager and Town Mayor to execute, and
3. Authorize the Town Manager to execute additional work orders up to 15% of the contract amount.

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 the Spring of 2015, Caltrans announced the second Call-for-Projects for the Active Transportation Program. In June 2015, the Town of Paradise submitted five complete grant applications for funding, including: (1) Almond Street Multi-Modal Improvements, (2) Ponderosa Elementary SR2S Project, (3) Memorial Trailway Class I Enhancements, (4) Downtown Paradise Equal Mobility Project, and (5) Paradise Active Transportation Plan (planning document).

On October 22, 2015, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program, including all four of the Town's infrastructure applications – totaling over \$7.5 million.

On May 19, 2016, the California Transportation Commission voted to approve the Town's early authorization request to begin reimbursable work on each of the four awarded projects.

On August 17, 2016, staff issued an informal Request for Proposals (RFP) utilizing consultant selection procedures per the Caltrans Local Assistance Procedures Manual for State projects. The RFP stated the scope of work for the project approval, environmental review, plans and specifications, and right of way services which are needed. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff and are outlined below:

- Surveys and Mapping
- Utilities Conflict Identification
- Project Design
- Right of Way Conflict Identification

Analysis:

On September 29, 2016 at 4:00 PM, Town staff had received six responses to the RFP. The proposers are listed below:

1. Bennett Engineering Services
2. Coastland
3. Hillesland Consulting, Inc.
4. NorthStar
5. Rancho Engineering
6. Remedy Engineering, Inc.

Proposals received included cost estimates in a separate submittal to allow for a fair and objective evaluation of the submittals.

Staff ranked the proposals according to the criteria provided in the RFP and scores are shown below:

No.	Evaluation Criteria	Points Possible	Remedy	Hillesland	Coastland	NorthStar	Rancho	Bennett
1	Completeness of Response	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
2	Understanding of Work to be Done	30	150	150	150	150	120	150
3	Experience with Similar Types of Work	20	80	80	100	80	60	100
4	Quality of Staff for Work to be Done	10	40	40	40	40	40	40
5	Capability of Developing Innovative or Advanced Techniques	25	100	100	100	100	75	100
6	Demonstrated Technical Ability	15	60	45	60	60	45	75
7	Contract Agreement	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
8	Cost Estimate (Separately Sealed)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
TOTAL		100	430	415	450	430	340	465
RANK		X	3	5	2	3	6	1

Cost proposals were also reviewed. The ranked proposals and their costs are provided below:

1. Bennett Engineering Services (465/500) - \$53,989.44
2. Coastland (450/500) - \$62,488.00
3. NorthStar (430/500) - \$49,298.34
4. Remedy (430/500) - \$54,000.00
5. Hillesland Consulting, Inc. (415/500) - \$69,902.00
6. Rancho Engineering (340/500) - \$38,900.00

Staff recommends Council consider awarding the contract, Attachment A, to Bennett Engineering Services to perform necessary Surveying, Mapping and Civil Design Services

Financial Impact:

The professional services agreement and respective services will be 97.5% funded by the State Active Transportation Program. The budgeted grant amount for Project Approval & Environmental Review is \$25,000, Preliminary Engineering is \$25,000 and Right of Way is \$50,000. The estimated total contract cost for Bennett Engineering Services is \$53,989.44. Services will be paid on a not-to-exceed basis, using a task by task process. The local matching portion of the contract, \$1,349.74, will be paid from local transit funds.

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

1. Attachment A – Professional Services Contract Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 16-03.PE Downtown Paradise Equal Mobility Project Survey, Mapping & Civil Design Services

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Bennett Engineering Services

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Trin Campos

The name of the "LOCAL AGENCY" is as follows:

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- A. The work to be performed under this contract is described in Article II entitled Statement of Work, further defined in Exhibit A, and the approved CONSULTANT's Cost Proposal dated September 29, 2016. 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 contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, 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.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated September 29, 2016, attached as Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator 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 LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on October 12, 2016, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

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

- E. The total amount payable by LOCAL AGENCY shall not exceed \$53,989.44.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is based upon the percentage of work complete at the time of termination.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract 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 LOCAL AGENCY'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 contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DELETED

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract 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, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board 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 contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager 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 contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$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 Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX 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 LOCAL AGENCY Safety Officer and other LOCAL AGENCY 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 Section 591 of the Vehicle Code, LOCAL AGENCY 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.

ARTICLE XX INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- 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. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA 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.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'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 LOCAL AGENCY'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 LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, 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 contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, 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 contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'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 LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 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 XXV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. 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 contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.

- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. 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 contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXXI IDEMNITY

Consultant agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Contract or its failure to comply with any of its obligations contained in this Contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract 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:

Bennett Engineering Services
Trin Campos, Project Manager
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it 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 contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
Lauren Gill,
Town Manager

BENNETT ENGINEERING SERVICES

By _____
Leo Rubio
Vice President

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

EXHIBIT "A"
Scope of Services

Scope of Work

SOW Statement | Project Deliverables

Professional civil engineering services include surveys, mapping, utility coordination, and civil design (PS&E) services for the Downtown Paradise Equal Mobility Project. The project proposed shall remove and replace non-ADA compliant sidewalks and driveways along Skyway between Pearson Road and Elliott Road to improve mobility in this downtown area. Improvements include the removal of barriers, gravel sidewalks, asphalt sidewalks, and driveways with construction of ADA-compliant facilities.

Key work scope assumptions:

- ▶ The Town of Paradise (hereinafter referred to as 'Town') will obtain property access to complete the civil design work, including surveys, utility potholing, and site design reviews.
- ▶ Public outreach is not included in this scope.
- ▶ The Town will complete CEQA documentation and permits.
- ▶ This scope does not include new right-of way or easement acquisitions.
- ▶ This scope does not include new landscaping or irrigation system design. It does include incidental removal or modification of existing landscaping and irrigation systems needed to construct the proposed sidewalk improvements.
- ▶ The Town will obtain permits to enter (PTEs) if needed to complete project construction work in adjacent properties.
- ▶ This scope does not include support during construction phase.
- ▶ Additional work scope will be added by amendment if requested.

Work scope tasks include:

- Task 1 – Project Management
- Task 2 – Surveys and Mapping
- Task 3 – Utility Coordination
- Task 4 – Final Design (PS&E) Documents

TASK 1. Project Management

1.1 - Develop Project Development Team and Workplan

BEN|EN, in coordination with the Town Project Manager, will develop the Project Development Team (PDT) with representatives from sub-consultants and appropriate Town staff. The PDT will finalize the scope of work, schedule, and work plan based on feedback from the Town Project Manager. We will identify the critical path elements to keep project delivery on schedule. **BEN|EN** shall notify the Town immediately if there are problems that adversely impact the project schedule.

Deliverables:

- ▶ Project scope, schedule (MS Project) and work plan



Storm drains in the southwest area



Utility and driveway conforms

PROPOSAL

1.2 - Project Meetings

BEN|EN Project Manager will attend a project kick-off meeting and status meetings with Town staff to discuss the proposed improvements, provide progress updates, and review design deliverables. We will facilitate team meetings, interagency, field review, and other project related meetings as required to obtain the necessary project related information. We will prepare all meeting agendas and meeting minutes and distribute them to the Project Team. The Town should assume a total of four team meetings with Town staff.

Deliverables:

- ▶ Meeting notices, agendas, minutes, and sign-in-sheets.

1.3 - Monthly Invoices and Status Reports

BEN|EN will prepare and submit monthly invoices and status reports. The status reports will include project tasks completed, deliverables submitted and budget expenditures for that months invoice. In addition, monthly invoices shall be accompanied by a budget summary indicating task breakdown for budget, percent complete, spending to date, and remaining budget. Invoices will include employee rates, expenses per task, and a copy of any sub-consultant invoices. We will provide a project schedule, using Microsoft Project, showing the activities and milestones outlined in our project scope. The activities will show beginning and ending dates as well as, duration and dependency on other tasks. The schedule will be refined and maintained on a regular basis and as decisions are made throughout the life of the project. We will discuss issues that may affect the project design, budget or schedule.

Deliverables:

- ▶ Draft status report, monthly Invoices, project schedule updates and status reports

1.4 - Quality Control

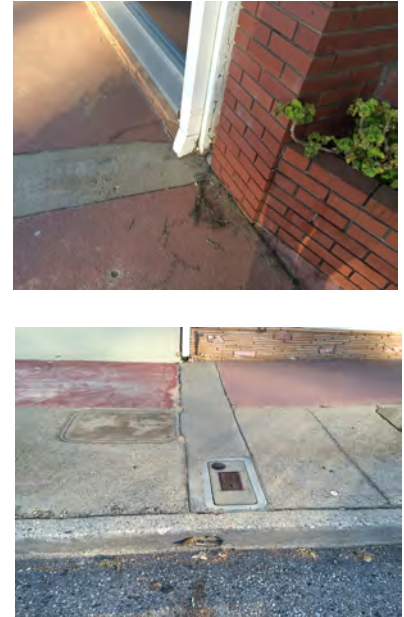
BEN|EN will provide technical resources necessary to ensure that deliverables are complete and that they meet the Town's requirements. Reviews will be conducted by experienced senior staff and documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the 60%, 90%, and 100% (final) PS&E submittals.

Deliverables:

- ▶ Quality control reviews

TASK 2. Surveys and Mapping

Land Surveying will include research, horizontal and vertical control, right-of-way surveying, a drafted base map of the right-of-way, along with topographic surveying and mapping. UNICO understands there to be several sites requiring survey and mapping along Skyway between Pearson Road and Elliot Road, as shown on the Town RFP Attachment 1 – Project Area Maps. UNICO will coordinate with Butte County and the Town of Paradise to attain the necessary mapping and documentation required for this project. UNICO will also coordinate with **BEN|EN** to provide survey status updates and schedule.



Building rain gutters and drains

PROPOSAL

2.1 - Field Surveys and Mapping

UNICO will collect all field data required to ascertain the conditions for the purposes of designing the proposed ADA sidewalks and driveways. This will include detailed surveys of the project areas as shown on Attachment 1. UNICO will locate ground features, roadway improvements, pavement, walks, curbs, flowlines, gutters, ramps, striping, valves, lids, buildings, building entrances, manholes, visible utilities, trees, fences, walls, driveways, and other visible features lying within these project area limits. Because conform transitions will be critical, UNICO will provide topographic overlap survey and mapping just beyond the project sidewalk and driveway areas. UNICO will pay special attention to the location of drainage features such as culverts, inlets, rims, and ditches. UNICO will provide measurements to drainage structures and sewer manholes, if accessible, for depth and location within these project areas. Roadway improvements will be located at close intervals as required for ADA design and construction and will include curve points, angle points, and grade breaks. UNICO will map all topographic data with appropriate labeling, 1-foot contours, and 3D surface to be provided in an AutoCAD-based drawing. This will include the establishment of nearby Town approved benchmarks for control utilization.



Sidewalk conforms

2.2 – Right-of-Way and Parcel Mapping

UNICO will research record mapping and deed documents for the determination of the existing Town right-of-way at the project area locations. UNICO will perform sufficient field surveying of right-of-way and property monuments to resolve the right-of-way boundaries. UNICO will resolve the right-of-way from record and field information and create a right of way line work base map. No title reports are expected to be provided for right-of-way determination. UNICO will set control points for utilization of surveys and for future construction control in areas outside of the working limits for preservation. It is understood the surveying and mapping of adjacent properties along the right-of-way are not required.

Deliverables:

- ▶ AutoCAD base file and PDF point files
- ▶ Copies of maps and deeds (If requested)

Assumptions:

- ▶ Town will provide payment of any agency permit fees if needed.
- ▶ All right-of-way and property boundaries will be mapped from readily available recorded maps and deed documents. No title reports are expected to be provided, which may include additional easements. If title reports become necessary, the Town will provide them.
- ▶ Plats and Legal Descriptions are not included in this scope.
- ▶ Town and/or County will provide record information in a reasonable period of time.

PROPOSAL

TASK 3. Utility Coordination

3.1 - Utility Verification and Coordination with Owners

We will send “Utility A” letters with project location/limit map with a Town-approved letter requesting verification of the location, size, and depth of each facility within the project area. We will identify all public or private utilities that may be affected by the project and determine potential relocations and responsibility for cost. A utility log documenting all correspondence with the utility owners will be maintained for the duration of the project.

3.2 - Utility Conflict Exhibits (60% PS&E)

Once the existing utility information is compiled, we will identify utility impacts, prepare conflict exhibits, and proposed resolutions at 60% PS&E. Subsequent “Utility B and C” letters with project plans will be sent to the respective utility companies in accordance with Caltrans Local Assistance Utility Coordination Procedures.

Deliverables:

- ▶ Utility A, B, and C letters, Utility Conflict Exhibits, and summary of impacts and resolutions

3.3 - Utility Adjustment/Relocation Plans (90% PS&E)

For existing utilities that need to be adjusted or relocated, we will coordinate with utility companies for final utility relocation plans and provide utility adjustment/relocation exhibit plans at 90% PS&E. The final 100% plans will include the proposed utility adjustment/relocation details.

Deliverables:

- ▶ Utility Adjustment/Relocation Exhibit Plans

TASK 4. Final Design PS&E Documents

4.1 – 60% Plans and Estimate

BEN|EN will prepare and submit design concept plans and estimate to the Town for review and comment. We will schedule two weeks for Town review. We will include a complete set of construction drawings including the following:

- ▶ Title Sheet
- ▶ General Notes/Legend/Abbreviations
- ▶ Survey Control Data
- ▶ Typical Cross Sections
- ▶ Roadway Layout Plans
- ▶ Utility Adjustment/Relocation Details
- ▶ Grading and Drainage Plans
- ▶ Standard Plan Details

We are aware of the current escalation in construction bid prices and will work closely with the Town Project Manager to develop a design concept plan and approach to keep the construction cost within the project budget constraints.



Existing driveway



Example of new sidewalk with driveway conforms

PROPOSAL

We will design sidewalks and “walk-through” driveways compliant with current, adopted ADA laws and 2015 Caltrans Standard Plans construction details. Our design will consider eliminating existing sidewalk area drainage concerns and ensuring no new drainage issues are created. Where needed, we will consider landscaping islands, curbs, rails, steps, and other creative solutions to ensure a continuous and compliant path of travel through the project area.

We will provide support for design coordination to address impacts to adjacent property owners. Coordination items may including the removal or modification of landscaping and irrigation, trees, fencing, yard grading, walkways, and driveways. Design decisions and evaluation of options for impact and cost mitigation will be completed in coordination with the Town Project Manager. Assume coordination with five (5) property owners and a total of two (2) project site reviews with owners.

Deliverables:

- ▶ A PDF and six (6) 11x17 hard copy sets of the plans and estimate at the 60% level

4.2 - 90% Plans, Specifications, and Estimates

BEN|EN will prepare and submit draft PS&E to the Town for review and comment. We will schedule two weeks for Town review.

Construction specifications will be prepared using the Caltrans 2015 Standard Specifications format.

Review comments received from the Town will be tabulated; responses will be addressed and incorporated in the subsequent PS&E submittal.

Deliverables:

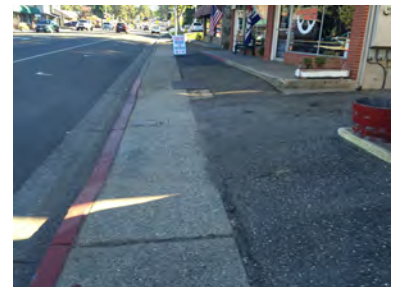
- ▶ Six (6) sets of the 11x17 PS&E at the 90% level, Comment Response Table, comments from previous submittal.

4.3 - Final 100% PS&E Documents

BEN|EN will prepare and submit final PS&E to the Town. After submittal of the final bid documents we will prepare the Resident Engineer File for use by the Town during construction.

Deliverables:

- ▶ Final plan submittal will be on Mylar, stamped and signed by a California registered PE. Original Mylar plan sheets shall become the property of the Town after approval and acceptance by the Department of Public Works.
- ▶ Resident Engineer File and Construction Survey Data
- ▶ CD containing Final Plans and Specifications in .dwg and .pdf format. Including:
 - Final Plans – AutoCAD 2014
 - Special Provisions – MS Word
 - Itemized Cost Estimate – MS Excel



Driveway conforms

Schedule of Work

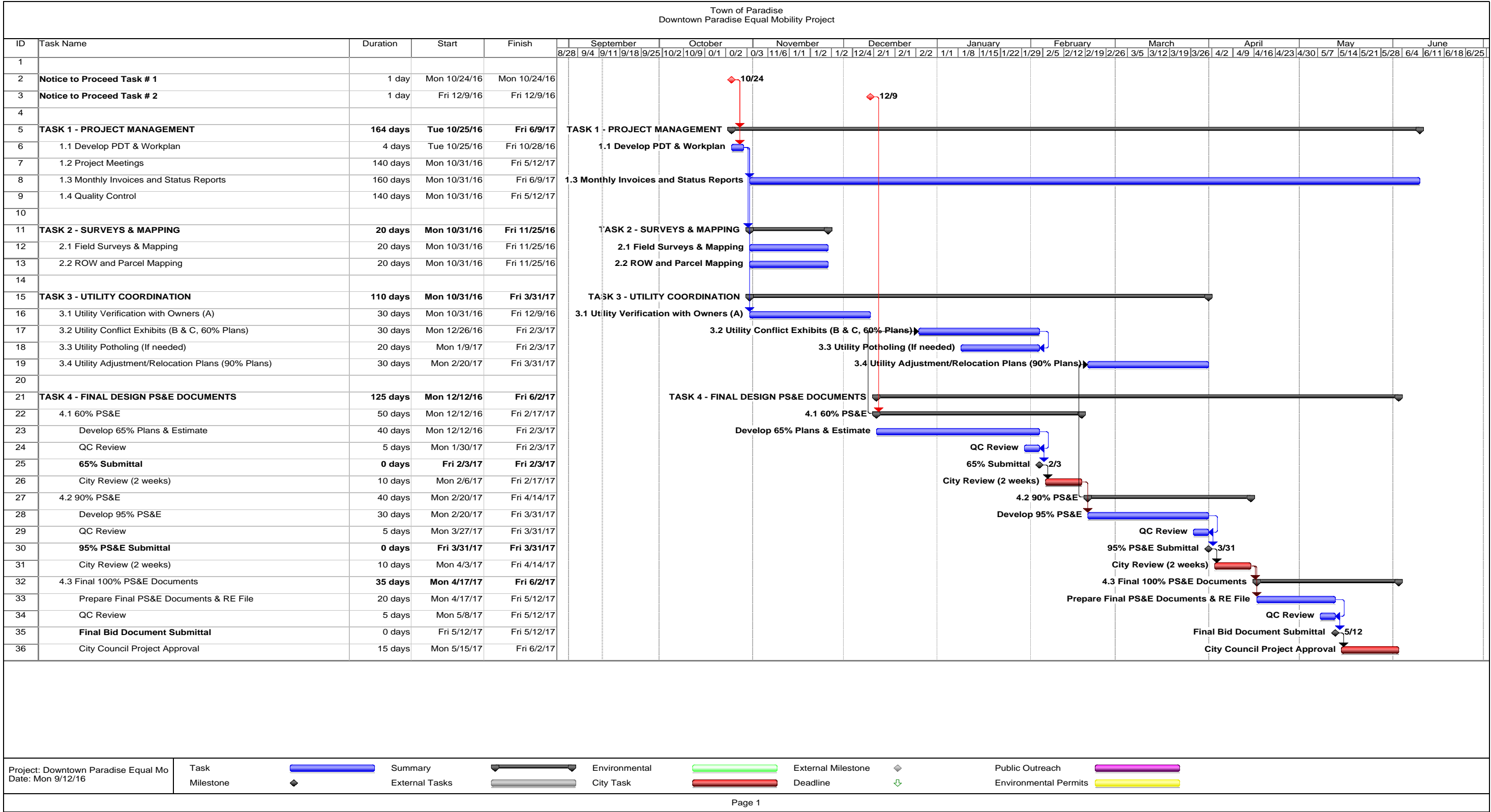


EXHIBIT "B"
Compensation

COST PROPOSAL

Client: Town of Paradise

Consultant: Bennett Engineering Services Inc

Project: Downtown Paradise Equal Mobility Project

Date: September 28, 2016



Staff Classification Staff Person Proposed Initial Hourly Rate	Principal Engineer Rubio, L. 73.00 \$/hr		Project Manager VI Campos, T. 77.00 \$/hr		Engineer III Staff 45.50 \$/hr		Engineer I Staff 25.00 \$/hr		Designer III Staff 34.00 \$/hr		Administrative Staff 27.50 \$/hr		BEN EN Subtotal						UNICO	TOTAL																			
	Total Hours	Salary Cost	Fringe 54.07%	Overhead / 121.41%	Profit 10.00%	TOTAL LABOR COST																																	
Task 1 - Project Management																																							
1.1 - Develop Project Development Team and Workplan	hrs	\$0.00	2 hrs	\$154.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	2 hrs	\$154.00	\$83.27	\$186.97	\$42.42	\$466.66	\$0.00	\$466.66																			
1.2 - Project Meetings (2 meetings and conference calls)	hrs	\$0.00	4 hrs	\$308.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	4 hrs	\$308.00	\$166.54	\$373.94	\$84.85	\$933.33	\$0.00	\$933.33																			
1.3 - Monthly Invoices and Status Reports (8 months)	hrs	\$0.00	2 hrs	\$154.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	16 hrs	\$440.00	18 hrs	\$594.00	\$321.17	\$721.18	\$163.64	\$1,799.99	\$0.00	\$1,799.99																			
1.4 - Quality Control	4 hrs	\$292.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	4 hrs	\$292.00	\$157.88	\$354.52	\$80.44	\$884.84	\$0.00	\$884.84																			
Subtotal	4 hrs	\$292.00	8 hrs	\$616.00	hrs	\$0.00	hrs	\$0.00	hrs	\$0.00	16 hrs	\$440.00	28 hrs	\$1,348.00	\$728.86	\$1,636.61	\$371.35	\$4,084.82	\$0.00	\$4,084.82																			
Task 2 - Surveys & Mapping																																							
2.1 - Field Survey & Mapping	hrs	\$0.00	hrs	\$0.00	1 hrs	\$45.50	hrs	\$0.00	2 hrs	\$68.00	hrs	\$0.00	3 hrs	\$113.50	\$61.37	\$137.80	\$31.27	\$343.94	\$9,575.69	\$9,919.63																			
2.2 - Right of Way Surveys & Mapping	hrs	\$0.00	hrs	\$0.00	1 hrs	\$45.50	hrs	\$0.00	2 hrs	\$68.00	hrs	\$0.00	3 hrs	\$113.50	\$61.37	\$137.80	\$31.27	\$343.94	\$6,673.13	\$7,017.07																			
Subtotal	hrs	\$0.00	hrs	\$0.00	2 hrs	\$91.00	hrs	\$0.00	4 hrs	\$136.00	hrs	\$0.00	6 hrs	\$227.00	\$122.74	\$275.60	\$62.54	\$687.88	\$16,248.82	\$16,936.70																			
Task 3 - Utility Coordination																																							
3.1 - Utility Verification & Coordination with Owners	hrs	\$0.00	1 hrs	\$77.00	1 hrs	\$45.50	4 hrs	\$100.00	hrs	\$0.00	hrs	\$0.00	6 hrs	\$222.50	\$120.31	\$270.14	\$61.30	\$674.25	\$0.00	\$674.25																			
3.2 - Utility Conflict Exhibits (60% Plans)	hrs	\$0.00	1 hrs	\$77.00	4 hrs	\$182.00	8 hrs	\$200.00	2 hrs	\$68.00	hrs	\$0.00	15 hrs	\$527.00	\$284.95	\$639.83	\$145.18	\$1,596.96	\$0.00	\$1,596.96																			
3.3 - Utility Adjustment/Relocation Plans (90% Plans)	hrs	\$0.00	1 hrs	\$77.00	4 hrs	\$182.00	8 hrs	\$200.00	2 hrs	\$68.00	hrs	\$0.00	15 hrs	\$527.00	\$284.95	\$639.83	\$145.17	\$1,596.95	\$0.00	\$1,596.95																			
Subtotal	hrs	\$0.00	3 hrs	\$231.00	9 hrs	\$409.50	20 hrs	\$500.00	4 hrs	\$136.00	hrs	\$0.00	36 hrs	\$1,276.50	\$690.21	\$1,549.80	\$351.65	\$3,868.16	\$0.00	\$3,868.16																			
Task 4 - Final Design PS&E Documents																																							
4.1 - 60% Plans and Estimate (P&E)	hrs	\$0.00	4 hrs	\$308.00	16 hrs	\$728.00	20 hrs	\$500.00	40 hrs	\$1,360.00	hrs	\$0.00	80 hrs	\$2,896.00	\$1,565.87	\$3,516.02	\$797.79	\$8,775.68	\$0.00	\$8,775.68																			
4.2 - 90% Plans, Specifications, and Estimate (PS&E)	hrs	\$0.00	4 hrs	\$308.00	24 hrs	\$1,092.00	40 hrs	\$1,000.00	40 hrs	\$1,360.00	hrs	\$0.00	108 hrs	\$3,760.00	\$2,033.02	\$4,565.02	\$1,035.80	\$11,393.84	\$0.00	\$11,393.84																			
4.3 - Final 100% PS&E Documents	hrs	\$0.00	4 hrs	\$308.00	16 hrs	\$728.00	24 hrs	\$600.00	24 hrs	\$816.00	hrs	\$0.00	68 hrs	\$2,452.00	\$1,325.80	\$2,976.97	\$675.47	\$7,430.24	\$0.00	\$7,430.24																			
Subtotal	hrs	\$0.00	12 hrs	\$924.00	56 hrs	\$2,548.00	84 hrs	\$2,100.00	104 hrs	\$3,536.00	hrs	\$0.00	256 hrs	\$9,108.00	\$4,924.69	\$11,058.01	\$2,509.06	\$27,599.76	\$0.00	\$27,599.76																			
LABOR SUBTOTAL																				4 hrs	\$292.00	23 hrs	\$1,771.00	67 hrs	\$3,048.50	104 hrs	\$2,600.00	112 hrs	\$3,808.00	16 hrs	\$440.00	326 hrs	\$11,959.50	\$6,466.50	\$14,520.02	\$3,294.60	\$36,240.62	\$16,248.82	\$52,489.44
Additional Fee Information														Other Direct Costs - TOTAL																									
▶ This fee estimate is valid for 90 days.														Travel / Mileage Costs						\$950.00	\$0.00	\$950.00																	
▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.														Reproduction / Binding						\$350.00	\$0.00	\$350.00																	
▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.														Postage / Delivery						\$100.00	\$0.00	\$100.00																	
▶ Substantial changes in the required scope of work or schedule may result in the revision of the proposed fees and total contract amount.														Maps / Renderings						\$100.00	\$0.00	\$100.00																	
▶ Rates are subject to change annually effective July 1st of each contract year.														Other						\$0.00	\$0.00	\$0.00																	
														Other Direct Costs Subtotal						\$1,500.00	\$0.00	\$1,500.00																	
														PROJECT TOTAL						\$37,740.62	\$16,248.82	\$53,989.44																	



TOWN OF PARADISE
Council Agenda Summary
Date: October 11, 20016

AGENDA NO. 2(I)

ORIGINATED BY: Anthony Lindsey, Building/Onsite Official

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Lease/Purchase of a New Onsite 4x4 Pickup

COUNCIL ACTION REQUESTED:

- 1) Consider the bids received in response to the request for bids dated October 3, 2016; **AND**
- 2) Accept the low bid submitted by Towne Ford Sales, Redwood City, in the amount of \$27,656.75 and authorize the Town Manager to execute lease/purchase documents with USbancorp Government Leasing and Finance for this vehicle; **OR**
- 3) Provide alternative direction to staff regarding acquisition of this equipment.

BACKGROUND: The Town of Paradise 2016/2017 budget was approved by Council on June 20, 2016. This budget, specifically Building Safety & Waste Water Services account 2030.40.4730.5501, includes \$6,543.48 for the 5 year lease/purchase of a new 4x4 pickup truck to use to perform inspections and haul inspection tools and septic evaluation equipment. A request for proposals for the base 4X4 pickup was published September 22, 2016 in the Paradise Post, posted on Public Purchase as well as mailed out to ten (10) local dealers on our Contractors list.

3 proposals were received, the lowest being Towne Ford, with a total purchase price of \$27,656.75 (out the door price). This was \$1,694.10 less than the nearest competitive quotation received from Oroville Ford. Both vehicles are similarly equipped, as the dealers were provided a complete listing of all requested accessories and options (see attached RFP).

It is staff's opinion that the most cost-effective method of financing will be through USbancorp Government Leasing and Finance. The lease/purchase rate quoted on this pickup will result in an annual payment of \$5,769.12 per year for the pickup. Leasing will help us maintain our reserve margin in the Building Safety and Waste Water Services fund, and allow us to maintain our high level of service to the community.

FINANCIAL IMPACT: Lease/Purchase of this pickup will total approximately \$28,845.60. The five-year payments for this lease will be \$5,769.12 per year, for five years. This lease will be funded from the existing budget line item 2030.40.4730.5501, which has a current balance of \$6,543.48.

Attachments:

Request for Proposals
Bids



Town of Paradise

Development Services

5555 Skyway Paradise CA 95969
(530) 872-6291 Fax (530) 877-5059

www.townofparadise.com

Dated: September 16, 2016

Notice to Contractors

The Town Council of the Town of Paradise, State of California invites sealed proposals or bids for the purchase of one **(1) 2016/17 Access/Extended Cab 4X4 6 Foot Bed Pick-up vehicle**. Detailed specifications, including form of proposal are attached.

All proposals or bids must be in a sealed envelope marked **ONSITE VEHICLE BID** and delivered to the Town of Paradise, Town Clerk's Office, 5555 Skyway, Paradise CA 95969 **by Monday October 3, 2016 up to the hour of 1:00 p.m.**, at which time they will be opened and read aloud. A recommended award of contract, along with all bids submitted, will be presented to the Town Council of the Town of Paradise.

The Town of Paradise reserves the right to reject any and all bids and to waive any informality in any bid.

Lauren Gill
Town Manager



Town of Paradise

Development Services

5555 Skyway Paradise CA 95969
(530) 872-6291 Fax (530) 877-5059

www.townofparadise.com

Town of Paradise Specifications

(1) 2016/17 Access/Extended Cab, 4X4 Pick-up, 6 Foot bed

Description

Access/Extended cab, 4X4 Pick-up, 6 foot bed

128" Wheel Base

Minimum 8" Ground Clearance

Exterior Color – White

Interior Color – Color

4 – Cylinder DOHC Engine

Automatic Transmission

Part-time 4 Wheel Drive

4 Wheel Anti-lock Disc Brakes

Power Windows and Locks

Air Conditioning

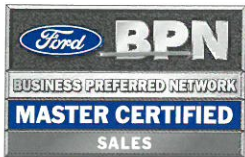
AM/FM Stereo

All Weather Floor Mats

Rubber Bed Mat

16" Steel Wheels

16" All Season Tires



FRANK GINOTTI
Commercial Truck & Fleet Manager

fginotti@aol.com

TOWNE FORD SALES
1601 ELCAMINO REAL
REDWOOD CITY, CA 94063

(650) 366-5744 phone
(650) 562-2267 direct line
(415) 786-1701 cellular
(650) 562-2321 fax

Town of Paradise

Development Services

55 Skyway Paradise CA 95969
(530) 872-6291 Fax (530) 877-5059
www.townofparadise.com

Town of Paradise Bid Form

VEHICLE INFORMATION	Price
Type of Vehicle: (Exhibit showing proposed equipment and features, attached)	\$ 25,600.00
Tax and Delivery	\$ 2044.00 8%
FOB Location <i>TIME TAX</i>	\$ 75
GRAND TOTAL (Guaranteed through 12/2016)	\$ 27,656.75

Commercial References:

- 1) *previous units to the Town of Paradise*
- 2) _____
- 3) _____

Submitted by:

[Signature]

Signature

9/26/16

Date

Business Name/Address/Phone Number:

Business Name: *Towne Ford Sales*

Address: *1601-El Camino Real*

Telephone Number: *Redwood City, Calif. 94063*

650-562-2267
Office

650-562-2231
FAX



Town of Paradise

Development Services

5555 Skyway Paradise CA 95969
(530) 872-6291 Fax (530) 877-5059
www.townofparadise.com

Town of Paradise Bid Form

VEHICLE INFORMATION	Price
Type of Vehicle: 2017 Toyota Tacoma 4x4 Access Cab (Exhibit showing proposed equipment and features, attached)	\$27188.50
Tax and Delivery	\$2162.85
FOB Location	
GRAND TOTAL (Guaranteed through 12/2016)	\$29350.85

Commercial References:

- 1) Toyota Credit Corp
- 2) Factory Motor Parts
- 3)

Submitted by:

Chris Goodrich
Signature

9/30/16
Date

Business Name/Address/Phone Number:

Business Name: ORO DAM Auto

Address: 1250 ORO DAM BLVD ORVILLE CA 95965

Telephone Number: 530 990 2395



Town of Paradise

Development Services

5555 Skyway Paradise CA 95969
(530) 872-6291 Fax (530) 877-5059
www.townofparadise.com

Town of Paradise Bid Form

VEHICLE INFORMATION	Price
Type of Vehicle: (Exhibit showing proposed equipment and features, attached)	\$29,648
Tax and Delivery	\$2,852
FOB Location	0
GRAND TOTAL (Guaranteed through 12/2016)	\$32,500

Commercial References:

- 1) Feather Falls Casino (530) 533-3885
- 2) State of California Vocational Rehab (530) 895-5507
- 3) Mary's Gone Crackers (530) 846-5100

Submitted by:

Heidi Mann
Signature

9-22-16
Date

Business Name/Address/Phone Number:

Business Name: Chuck Patterson

Address: 200 East Ave Chico, CA

Telephone Number: (530) 895-1771 (530) 908-9269



**TOWN OF PARADISE
Council Agenda Summary
Date: October 11, 2016**

Agenda No. 2(m)

ORIGINATED BY: Dina Volenski, CMC, Town Clerk

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Donation of four self-contained breathing apparatus (SCBA's) from Paradise Rotary

COUNCIL ACTION REQUESTED: Accept the donation of four self-contained breathing apparatus with an estimated value of \$24,250 from Paradise Rotary Club to the Town of Paradise Fire Department.

Background: The Town of Paradise Fire Department has been in desperate need of updated/new self contained breathing apparatus. On September 29, 2016, Paradise Rotary held a barbeque and publicly presented the donation of four self-contained breathing apparatus that will be useful to the Fire department.

Discussion: Town Council Resolution No. 96-17 provides for the formal presentation and acceptance of donations made to the Town of Paradise at a public meeting. The process provides a tax record for the citizen or organization as well as clear direction to the finance director to deposit such donations to specific accounts as requested by donor(s), if applicable.

As such, the Council is requested to accept the donation of four self-contained breathing apparatus valued at \$24,250 for use by the Paradise Fire Department and the Town staff will provide the Paradise Rotary Club with an acknowledgment letter of the generous donation.

Fiscal Impact: The donation will provide much needed, new equipment for the Fire Department without impacting the General Fund.



5(a)

**TOWN OF PARADISE
Council Agenda Summary
Date: October 11, 2016**

ORIGINATED BY: Susan Hartman, Assistant Planner

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Public Hearing - Consider Introducing an Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 Relative to Farm Labor Housing Requirements

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

RECOMMENDATION: Adopt a **MOTION TO:**

1. Concur with the project "CEQA determination" finding adopted by the Planning Commission on September 20, 2016, and embodied within Planning Commission Resolution No. 16-01; **AND**
2. Waive the first reading of Town Ordinance No. ____ and read by title only (roll call vote); **AND**
3. Introduce Town Ordinance No. ____, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 Relative to Agricultural Employee Housing "; **OR**
4. Adopt an alternative directive to town staff.

BACKGROUND:

This Town-initiated amendment to the Paradise Municipal Code (PMC) is to bring the zoning regulations into compliance with the state's Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6) regarding farm labor housing. Housing goals, policies, and programs were developed and adopted during the 2014 update of the Town of Paradise Housing Element as part of the Town's eight-year action plan. This amendment would seek to satisfy Program HI-19 of Policy HP-26 which states as follows:

Policy HP-26: The Town will continue to assess the Zoning Ordinance, Municipal Code, and Town procedures for constraints and address changes in state law, particularly regarding housing for special needs groups, including seniors, the disabled, developmentally disabled, large families, farmworkers, and the homeless.

Program HI-19: To comply with the state's Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6), the Town will amend the Zoning Ordinance to treat employee and farm labor housing that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). The Zoning Ordinance will also be amended to treat employee and farm labor housing consisting of no more than 12 units or 36 beds as an agricultural use and permitted in the same manner as other agricultural uses in the same zone (Section 17021.6) in zones where agricultural uses are permitted.

The amendments to the zoning regulations would accomplish the following objectives:

- Housing of six or fewer agricultural employees in one dwelling would be considered a residential use and permitted the same as a single-family residence.
- Housing consisting of no more than 36 beds in group quarters or 12 units or spaces would be considered the same use as agricultural processing and permitted in the same way.

There is no housing designated specifically for farmworkers in the Town of Paradise nor does the Zoning Ordinance specifically define agricultural employee housing (Health and Safety Code Section 17008), though up to six non-related individuals living together as a family (two or more persons living together as a single household within a dwelling unit) is already permitted in all residential zones by right.

During its meeting on September 20, 2016, the Planning Commission conducted a public hearing regarding these proposed text amendments and adopted Planning Commission Resolution No. 16-01 and its exhibit "A" as prepared by staff. The resolution document identifies and recommends Town Council adoption of several amendments to the text contained within PMC Title 17, as described within this agenda summary. A copy of the resolution document is attached for your review.

PROPOSED CODE AMENDMENT:

To be compliant with Health and Safety Code Sections 17021.5, 17021.6 and 17008, multiple text amendments are required in several sections of the zoning regulations. A proposed ordinance document, showing changes to the current code text, is attached as Exhibit A (added text in the attached Exhibit A is shown as shaded). The proposed amendments are discussed below.

Definitions

Currently "agricultural employee housing" is not defined in the Paradise Municipal Code. It is recommended that two definitions be added consistent with the state health and safety code, as follows:

“Agricultural employee housing” means housing consisting of no more than 36 beds in group quarters or 12 units or spaces designed for use by a single family or household as described in California Health and Safety Code Sections 17021.6 and 17008.

“Agricultural employee housing, limited residential” means housing providing accommodations for six or fewer employees as described in California Health and Safety Code Sections 17021.5 and 17008.

Health and Safety Code Section 17021.6 requires employee housing of no more than 36 beds in group quarters, or 12 units or spaces designed for use by a single family or household, be designated as an *agricultural land use*. It is staff’s recommendation that the existing definition for “Agricultural processing” be modified to include employee housing, as follows:

“Agricultural processing” means the processing, treatment or remanufacture of agricultural products on a commercial basis and includes the housing of agricultural employees. Typical uses include wineries, packing and canning plants, feed lots, and livestock auction yards.

Permitted and Conditionally Permitted Uses

Section 17021.5 requires any employee housing occupied by *six or fewer employees* be deemed a single family residence with a residential land use and shall be treated the same as a single family residence in the same zoning district. To this end, staff recommends the proposed “Agricultural employee housing, limited residential” land use be enumerated in all zones that permit, or conditionally permit, single family residences. This would include the Agricultural, Agricultural Residential, Rural Residential, Town Residential, Multiple-Family Residential, Neighborhood-Commercial, Central-Business, Community-Facilities, and Community-Services zoning districts.

Similarly, Section 17021.6 requires employee housing consisting of *no more than 36 beds in a group quarters, or 12 units or spaces designed for use by a single family or household* be deemed an agricultural land use and treated in the same manner as other agricultural land uses in the same zoning district. By modifying the definition of “Agricultural processing” to include employee housing the intent of Section 17021.6 would be met as employee housing would be permitted in the same manner as the other agricultural land uses detailed within the definition. The modified definition would allow, or potentially allow, employee housing in the Agricultural zoning districts (AG-20 & AG-10) as well as the Agricultural Residential 5 acre minimum and 3 acre minimum zones (AR-5 & AR-3).

DISCUSSION:

The purpose of the proposed code amendment is to implement Program HI-19 of the Town of Paradise Housing Element by bringing the zoning ordinance into compliance with Sections 17021.5 and 17021.6 of the Health and Safety Code.

Town staff has determined, and the Town Attorney and Planning Commission have concurred, that the nature of the proposed text amendments are sufficiently minor in that there is no possibility adoption and implementation of the amendments would result in a direct and significantly adverse effect upon the environment. In addition, a Negative Declaration was certified by Town Council on June 10, 2014 for the 2014-2022 Housing Element, which included specific goals, policies, and implementation measures. Therefore, the proposed amendments can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) (General Rule Exemption).

Attached with this council agenda summary for your consideration and recommended introduction is an ordinance document prepared by town staff that reflects the contents of the recommended PMC text amendments contained within Planning Commission Resolution No. 16-01. Recommended text amendments in the ordinance are shown in “shaded” print.

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

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

Attachments

LIST OF ATTACHMENTS

1. Definitions from California Health and Safety Code Sections 17021.5, 17021.6, and 17008
2. Notice of Public Hearing to be held on October 11, 2016 before the Paradise Town Council, published in the Paradise Post
3. Notice of Exemption adopted by the Planning Commission and signed by the Town Planning Director
4. Draft minutes from the September 20, 2016 Planning Commission meeting
5. Planning Commission Resolution No. 16-01, "A Resolution of the Paradise Planning Commission Recommending Town Council Adoption of Text Amendments to Title 17 of the Paradise Municipal Code Relative to Agricultural Employee Housing"
6. Ordinance No. ____, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 Relative to Agricultural Employee Housing"

HEALTH AND SAFETY CODE - HSC

DIVISION 13. HOUSING [17000 - 19997] (*Division 13 enacted by Stats. 1939, Ch. 60.*)

PART 1. EMPLOYEE HOUSING ACT [17000 - 17062.5] (*Part 1 added by Stats. 1979, Ch. 62.*)

CHAPTER 2. Application and Scope [17020 - 17024] (*Chapter 2 added by Stats. 1979, Ch. 62.*)

- (a) Any employee housing which has qualified, or is intended to qualify, for a permit to operate pursuant to this part may invoke the provisions of this section.
- 17021.5.** (b) Any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation for the purposes of this section. For the purpose of all local ordinances, employee housing shall not be included within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling. No conditional use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone. Use of a family dwelling for purposes of employee housing serving six or fewer persons shall not constitute a change of occupancy for purposes of Part 1.5 (commencing with Section 17910) or local building codes.
- (c) Except as otherwise provided in this part, employee housing that serves six or fewer employees shall not be subject to any business taxes, local registration fees, use permit fees, or other fees to which other family dwellings of the same type in the same zone are not likewise subject. Nothing in this subdivision shall be construed to forbid the imposition of local property taxes, fees for water services and garbage collection, fees for normal inspections, local bond assessments, and other fees, charges, and assessments to which other family dwellings of the same type in the same zone are likewise subject. Neither the State Fire Marshal nor any local public entity shall charge any fee to the owner, operator or any resident for enforcing fire inspection regulations pursuant to state law or regulation or local ordinance, with respect to employee housing which serves six or fewer persons.
- (d) For the purposes of any contract, deed, or covenant for the transfer of real property, employee housing which serves six or fewer employees shall be considered a residential use of property and a use of property by a single household, notwithstanding any disclaimers to the contrary. For purposes of this section, "employee housing" includes employee housing defined in subdivision (b) of Section 17008, even if the housing accommodations or property are not located in a rural area, as defined by Section 50101.
- (e) The Legislature hereby declares that it is the policy of this state that each county and city shall permit and encourage the development and use of sufficient numbers and types of employee housing facilities as are commensurate with local needs. This section shall apply equally to any charter city, general law city, county, city and county, district and any other local public entity.
- (*Amended by Stats. 1993, Ch. 952, Sec. 1. Effective January 1, 1994.*)

HEALTH AND SAFETY CODE - HSC

DIVISION 13. HOUSING [17000 - 19997] (*Division 13 enacted by Stats. 1939, Ch. 60.*)

PART 1. EMPLOYEE HOUSING ACT [17000 - 17062.5] (*Part 1 added by Stats. 1979, Ch. 62.*)

CHAPTER 2. Application and Scope [17020 - 17024] (*Chapter 2 added by Stats. 1979, Ch. 62.*)

(a) The owner of any employee housing who has qualified or intends to qualify for a permit to operate pursuant to this part may invoke this section.

17021.6. (b) Any employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household shall be deemed an agricultural land use for the purposes of this section. For the purpose of all local ordinances, employee housing shall not be deemed a use that implies that the employee housing is an activity that differs in any other way from an agricultural use. No conditional use permit, zoning variance, or other zoning clearance shall be required of this employee housing that is not required of any other agricultural activity in the same zone. The permitted occupancy in employee housing in a zone allowing agricultural uses shall include agricultural employees who do not work on the property where the employee housing is located.

(c) Except as otherwise provided in this part, employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household shall not be subject to any business taxes, local registration fees, use permit fees, or other fees to which other agricultural activities in the same zone are not likewise subject. This subdivision does not forbid the imposition of local property taxes, fees for water services and garbage collection, fees for normal inspections, local bond assessments, and other fees, charges, and assessments to which other agricultural activities in the same zone are likewise subject. Neither the State Fire Marshal nor any local public entity shall charge any fee to the owner, operator, or any resident for enforcing fire inspection regulation pursuant to state law or regulations or local ordinance, with respect to employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household.

(d) For the purposes of any contract, deed, or covenant for the transfer of real property, employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household shall be considered an agricultural use of property, notwithstanding any disclaimers to the contrary. For purposes of this section, "employee housing" includes employee housing defined in subdivision (b) of Section 17008, even if the housing accommodations or property are not located in a rural area, as defined by Section 50101.

(e) The Legislature hereby declares that it is the policy of this state that each county and city shall permit and encourage the development and use of sufficient numbers and types of employee housing facilities as are commensurate with local need. This section shall apply equally to any charter city, general law city, county, city and county, district, and any other local public entity.

(f) If any owner who invokes the provisions of this section fails to maintain a permit to operate pursuant to this part throughout the first 10 consecutive years following the issuance of the original certificate of occupancy, both of the following shall occur:

(1) The enforcement agency shall notify the appropriate local government entity.

(2) The public agency that has waived any taxes, fees, assessments, or charges for employee housing pursuant to this section may recover the amount of those taxes, fees, assessments, or charges from the landowner, less 10 percent of that amount for each year that a valid permit has been maintained.

(g) Subdivision (f) shall not apply to an owner of any prospective, planned, or unfinished employee housing facility who has applied to the appropriate state and local public entities for a permit to construct or operate pursuant to this part prior to January 1, 1996.

(Amended by Stats. 2011, Ch. 74, Sec. 1. Effective January 1, 2012.)



Employee Housing

DEFINITION - HEALTH AND SAFETY CODE SECTION 17008

17008. (a) "Employee housing," as used in this part, means any portion of any housing accommodation, or property upon which a housing accommodation is located, if all of the following factors exist:

(1) The accommodations consist of any living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobilehome, manufactured home, recreational vehicle, travel trailer, or other housing accommodations, maintained in one or more buildings or one or more sites, and the premises upon which they are situated or the area set aside and provided for parking of mobilehomes or camping of five or more employees by the employer.

(2) The accommodations are maintained in connection with any work or place where work is being performed, whether or not rent is involved.

(b) (1) "Employee housing," as used in this part, also includes any portion of any housing accommodation or property upon which housing accommodations are located, if all of the following factors exist:

(A) The housing accommodations or property are located in any rural area, as defined by Section 50101 (ehruraldef.htm).

(B) The housing accommodations or property are not maintained in connection with any work or workplace.

(C) The housing accommodations or property are provided by someone other than an agricultural employer, as defined in Section 1140.4 of the Labor Code (<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1140-1140.4>).

(D) The housing accommodations or property are used by five or more agricultural employees of any agricultural employer or employers for any of the following:

(i) Temporary or seasonal residency.

(ii) Permanent residency, if the housing accommodation is a mobilehome, manufactured home, travel trailer, or recreational vehicle.

(iii) Permanent residency, if the housing accommodation is subject to the State Housing Law and is more than 30 years old and at least 51 percent of the structures in the housing accommodation, or 51 percent of the accommodation if not separated into units, are occupied by agricultural employees.

(E) "Employee housing" does not include a hotel, motel, inn, tourist hotel, multifamily dwelling, or single-family house if all of the following factors exist:

(i) The housing is offered and rented to nonagricultural employees on the same terms that it is offered and rented to agricultural employees.

(ii) None of the occupants of the housing are employed by the owner or property manager of the housing or any party with an interest in the housing.

(iii) None of the occupants of the housing have rent deducted from their wages.

(iv) The owner or property manager of the housing is not an agricultural employer as defined in [Section 1140.4 of the Labor Code](http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1140-1140.4) (<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1140-1140.4>), or an agent, as it relates to the housing in question, of an agricultural employer.

(v) Negotiation of the terms of occupancy of the housing is conducted between each occupant and the owner of the housing or between each occupant and a manager of the property who is employed

by the owner of the housing.

(vi) The occupants are not required to live in the housing as a condition of employment or of securing employment and the occupants are not referred to live in the housing by the employer of the occupants, the agent of the employer of the occupants, or an agricultural employer as defined in [Section 1140.4 of the Labor Code](http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1140-1140.4) (<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1140-1140.4>).

(vii) The housing accommodation was not at any time prior to January 1, 1984, employee housing as defined in subdivision (a).

(2) "Employee housing," as defined by this subdivision, does not include a hotel, motel, inn, tourist hotel, or permanent housing as defined by subdivision (d) of [Section 17010 \(ehstatutes.htm\)](#), which has not been maintained, prior to January 1, 1984, or is not maintained on or after that date, as employee housing, as defined in subdivision (a).

(3) If at any time prior to January 1, 1984, a housing accommodation was employee housing, as defined in subdivision (a), and on or after January 1, 1984, was employee housing, as defined in this subdivision, the owner and operator shall comply with all requirements of this part. The owner and operator of any other housing accommodation which is employee housing pursuant to this subdivision shall be subject to the licensing and inspection provisions of this part and shall comply with all other provisions of this part, except that if any portion of the housing accommodation is held out for rent or lease to the general public, the construction and physical maintenance standards of the housing accommodation shall be consistent with the applicable provisions of the [State Housing Law \(/codes/shl/\)](#), Part 1.5 (commencing with Section 17910), the [Mobilehome-Manufactured Homes Act, Part 2 \(commencing with Section 18000\)](#); or the [Mobilehome Parks Act, Part 2.1 \(/codes/mp/\)](#) (commencing with Section 18200). The owner or operator of the employee housing shall designate all units or spaces which are employee housing, as defined in this subdivision, for the purpose of inspection and licensing by the enforcement agency, subject to confirmation by the enforcement agency, based on all relevant evidence.

(c) "Employee housing" does not include employee community housing, as defined by [Section 17005.5 \(ehstatutes.htm\)](#), which has been granted an exemption pursuant to [Section 17031.3 \(ehstatutes.htm\)](#); housing, and the premises upon which it is situated, owned by a public entity; or privately owned housing, including ownership by a nonprofit entity, and the premises upon which it is situated, financed with public funds equaling 50 percent or more of the original development or purchase cost.

(d) "Employee housing" means the same as "labor camp," as that term may be used in this or other codes and, notwithstanding any local ordinance to the contrary in a general law or charter city, county, or city and county, shall be deemed a residential use if it exists in structures that are single-family houses or apartment houses as those terms are used in the [State Housing Law \(Part 1.5 \(commencing with Section 17910\) \(/codes/shl/SHLStatutes.htm\)\)](#).

[Return to E.H. Application & Scope \(ehappscope.htm\)](#)

[Back to Top \(#skip_to_content\)](#)

[Conditions of Use \(/use.html\)](#)

[Privacy Policy \(/Privacy.html\)](#)

[Contact Us \(/Contact.html\)](#)

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

NOTICE IS HEREBY GIVEN by the Town Council that a public hearing will be held on Tuesday, October 11, 2016 at 6:00 p.m. in the Town Hall Conference Room, 5555 Skyway, Paradise, CA, regarding the following matter:

- a. Item determined to be exempt from environmental review under CEQA Guidelines section 15601(b)(3) (General rule exemption)

PARADISE MUNICIPAL CODE: Consideration of an ordinance that would result in text amendments to various chapters of Title 17 (Zoning Ordinance) of the Paradise Municipal Code to comply with California Health and Safety Code Sections 17021.5 and 17021.6 with respect to housing for agricultural employees. The proposed text amendments will include amendments to individual zoning district regulations and zoning ordinance definitions.

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

CRAIG BAKER
Community Development Director

NOTICE OF EXEMPTION

To: File

From: Town of Paradise, Development Services Department,
Planning Division, 5555 Skyway, Paradise, CA 95969

Project Title: Zoning Code Text Amendment

Project Applicant: Town of Paradise

Project Location: N/A

Project Description: Amendments to the Town zoning code relating to agricultural employee housing

Approving Public Agency: Town of Paradise

**Person or Agency
Carrying Out Project:** Town of Paradise

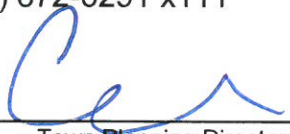
Exempt Status:

☐ Ministerial (Section 15268)
☐ Emergency Project (Section 15269)
☐ Categorical Exemption
☒ General Rule Exemption (Section 15061)

Reason for Exemption: The amendments do not constitute a project under CEQA, no physical activity is planned and there is no possibility of a significant environmental effect.

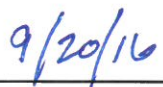
Contact Person: Craig Baker, Planning Director
(530) 872-6291 x111

Signature:



Town Planning Director

Date:





TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

TELEPHONE (530) 872-6291 FAX (530) 877-5059

www.townofparadise.com

DRAFT PLANNING COMMISSION MINUTES

September 20, 2016

6:00 PM

CALL TO ORDER by Chair Ray Groom at 6:00 p.m. who led the Pledge of Allegiance to the Flag of the United States of America.

COMMISSIONERS PRESENT: James Clarkson, Stephanie Neumann, Anita Towslee and Raymond Groom, Chair.

COMMISSIONERS ABSENT: Martin Nichols

1. APPROVAL OF MINUTES

- 1a. MOTION BY CLARKSON, seconded by Towslee, approved Regular Meeting Minutes of August 16, 2016. Roll call vote was unanimous with Nichols absent and not voting.

2. COMMUNICATION

- a. Recent Council Actions – Community Development Director Craig Baker reported that Town Council previously introduced the 2016 Building Code Standards and re-organized the Onsite Sanitary Division.
- b. Staff Comments – None

3. PUBLIC COMMUNICATION - None

4. CONTINUED PUBLIC HEARING - None.

5. PUBLIC HEARING

- 5a. Assistant Planner Susan Hartman reported to the Planning Commission regarding consideration of a resolution that would recommend Town Council adoption of text amendments to various chapters of Title 17 (Zoning Ordinance) of the Paradise Municipal Code to comply with California Health and Safety Code Sections 17021.5 and 17021.6 with respect to housing for agricultural employees. The proposed text amendments will include amendments to individual zoning district regulations and zoning ordinance definitions. This item is determined to be exempt from environmental review under CEQA Guidelines section 15061(b)(3) (General rule exemption).

Chair Groom opened the Public Hearing at 6:11 p.m.

There were no public comments.

Chair Groom closed the Public Hearing at 6:11 p.m.

MOTION BY CLARKSON, seconded by Towslee, adopted Planning Commission Resolution No. 16-01, “A Resolution of the Paradise Planning Commission Recommending Town Council Adoption of Text Amendments to Title 17 of the Paradise Municipal Code Relative to Agricultural Employee Housing”. Roll call vote was unanimous with Nichols absent and not voting.

6. OTHER BUSINESS- None.

7. COMMITTEE ACTIVITIES - None

8. COMMISSION MEMBERS

Community Development Director Baker informed the Planning Commissioners that a Use Permit application for a private dog kennel will be on the October Planning Commission agenda and reported on the following projects; Safeway, Hunter/Hanosh, Eye Life Institute and Carousel Motel.

9. ADJOURNMENT

Chair Groom adjourned the meeting at 6:19 p.m.

Date approved:

By: _____
Ray Groom, Chair

Attest:

Dina Volenski, CMC, Town Clerk

**TOWN OF PARADISE PLANNING COMMISSION
RESOLUTION 16-01**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING
TOWN COUNCIL ADOPTION OF TEXT AMENDMENTS TO TITLE 17 OF THE
PARADISE MUNICIPAL CODE RELATIVE TO AGRICULTURAL EMPLOYEE HOUSING**

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

WHEREAS, in 2014 an updated General Plan Housing Element was adopted establishing goals, policies, and programs which in part address alleviating constraints to the development of housing for special needs groups, including farm workers, and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on September 20, 2016 to study and consider recommending Town Council adoption of text amendments to Paradise Municipal Code (PMC) Chapters 17.04, 17.10, 17.11, 17.12, 17.14, 17.17, 17.20 and 17.26 as proposed by Town staff; and

WHEREAS, the public review also included review and determination of whether or not the proposed PMC text amendments is an activity that is subject to the provisions of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission has considered the recommendation of the Town staff, etc., as well as input received during the public hearing; and on the basis of the foregoing, has determined that the text amendments to PMC Chapters 17.04, 17.10, 17.11, 17.12, 17.14, 17.17, 17.20 and 17.26 are warranted at this time in order to encourage the development of housing opportunities for farm workers.

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

The Planning Commission hereby recommends to the Town Council of the Town of Paradise, adoption of the proposed text amendments to PMC Chapters 17.04, 17.10, 17.11, 17.12, 17.14, 17.17, 17.20 and 17.26 as set forth in “**Exhibit A**” attached hereto and made a part of by reference; and recommends to the Town Council that the proposed Paradise Municipal Code text amendments are not subject to the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule categorical exemption provisions of CEQA Guidelines section 15061.

TOWN OF PARADISE PLANNING COMMISSION
RESOLUTION NO. 16-01

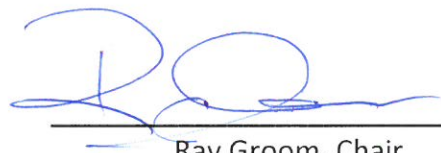
PASSED AND ADOPTED by the Planning Commission of the Town of Paradise this 20th day of September 20, 2016 by the Following Vote:

AYES: James Clarkson, Stephanie Neumann, Anita Towslee and
Ray Groom, Chair

NOES: None

ABSENT: Martin Nichols

ABSTAIN: None



Ray Groom, Chair

ATTEST: *September 21, 2016*



Dina Volenski, CMC, Town Clerk

EXHIBIT "A"

SECTION 1. Definitions for agricultural employee housing shall be added to Section 17.04.500 [General Definitions] of the Paradise Municipal Code to read as follows:

"Agricultural employee housing" means housing consisting of no more than 36 beds in group quarters or 12 units or spaces designed for use by a single family or household as described in California Health and Safety Code Sections 17021.6 and 17008.

"Agricultural employee housing, limited residential" means housing providing accommodations for six or fewer employees as described in California Health and Safety Code Sections 17021.5 and 17008.

SECTION 2. A new category to Uses shall be added to Sections 17.10.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

AG-10	AG-20	Uses
P	P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.11.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

AR-1	AR-3	AR-5	Uses
P	P	P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.12.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

RR-1	RR-2/3	RR-1/2	Uses
P	P	P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.14.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

TR-1	TR-1/2	TR-1/3	Uses
P	P	P	Agricultural employee housing, limited residential

TOWN OF PARADISE PLANNING COMMISSION
RESOLUTION NO. 16-01

A new category to Uses shall be added to Sections 17.17.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

P/C/S M-F	Uses
P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.20.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

P/C/S			Uses
<u>N-C</u>	<u>C-B</u>	<u>C-C</u>	
S	A	-	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.26.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

<u>C-F</u>	<u>C-S</u>	Uses
P	P	Agricultural employee housing, limited residential

**TOWN OF PARADISE
ORDINANCE NO. ____**

**AN ORDINANCE ADDING TEXT REGULATIONS WITHIN
PARADISE MUNICIPAL CODE SECTION 17.04.500 AND 17.10.200 RELATING TO AGRICULTURAL
EMPLOYEE HOUSING**

SECTION 1. Definitions for agricultural employee housing shall be added to Section 17.04.500 [General Definitions] of the Paradise Municipal Code to read as follows:

“Agricultural employee housing” means housing consisting of no more than 36 beds in group quarters or 12 units or spaces designed for use by a single family or household as described in California Health and Safety Code Sections 17021.6 and 17008.

“Agricultural employee housing, limited residential” means housing providing accommodations for six or fewer employees as described in California Health and Safety Code Sections 17021.5 and 17008.

SECTION 2. A new category to Uses shall be added to Sections 17.10.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

AG-10	AG-20	Uses
P	P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.11.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

AR-1	AR-3	AR-5	Uses
P	P	P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.12.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

RR-1	RR-2/3	RR-1/2	Uses
P	P	P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.14.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

TR-1	TR-1/2	TR-1/3	Uses
P	P	P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.17.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

P/C/S M-F	Uses
P	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.20.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

P/C/S			Uses
N-C	C-B	C-C	
S	A	-	Agricultural employee housing, limited residential

A new category to Uses shall be added to Sections 17.26.200 [Permitted and conditional uses] of the Paradise Municipal Code to read as follows:

C-F	C-S	Uses
P	P	Agricultural employee housing, limited residential

SECTION 3. The Town Council finds and determines that adoption of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (General Rule Exemption) because there is no possibility that such adoption and subsequent enactment will have a significant effect on the environment.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 11th day of October, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
Date: October 11, 2016

Agenda No.6(b)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Maxwell Dr SR2S Project Approval of Plans, Specifications & Estimates and Advertisement for Bids

COUNCIL ACTION REQUESTED:

1. Award Contract No. 15-02, Maxwell Dr SR2S Project, to Knife River Construction of Chico, CA in the amount of their Base Bid of \$630,041.50.
2. Authorize the Town Manager to execute an agreement with Knife River Construction relating to Contract No. 15-02 and to approve contingency expenditures not exceeding 10%.

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 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.

On March 20, 2014, Caltrans announced the first Call-for-Projects for the Active Transportation Program. By May 21, 2014 the Town of Paradise had submitted three complete grant applications for funding, including: (1) Pearson Rd SR2S Connectivity Project; (2) Maxwell Dr SR2S Project; and, (3) Downtown Paradise Equal Mobility Project.

On August 20, 2014, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program. A total of 772 applications were received during Cycle 1 from local agencies throughout the State. Of which, 265 projects have been funded, totaling approximately \$311 million in federal and state funds. The Town of Paradise was awarded two of three projects submitted, totaling nearly \$2.35 million at 100% state funded.

On August 11, 2015, Paradise Town Council awarded a contract to Rolls Anderson & Rolls to perform necessary preliminary engineering work to bring the Maxwell Dr SR2S Project to construction before the June 30, 2016 funding deadline.

Rolls Anderson & Rolls, in coordination with Town staff, prepared the plans, specifications, and cost estimate for the Maxwell Dr SR2S Project. The proposed project will construct sidewalks and drainage features along the west side of Maxwell Drive in addition to Class II Bicycle Lanes along both sides of Maxwell Drive between Skyway and Elliott Road.

On July 12, 2016, Town Council approved the design, plans and specifications for the Maxwell Dr SR2S Project and authorized advertisements for bid.

Analysis:

The Maxwell Dr SR2S Project was formally advertised for bids on August 9, 2016. The project advertisement was published in the Paradise Post on August 13 and August 24, 2016, in compliance with public contract codes. Plans and Specifications were provided to twelve local, regional, and national construction exchanges. In addition, Plans and Specifications were downloaded by four contractors.

On October 3, 2016, two bids were received by the Town Clerk and publicly opened. A list of bids received are shown in below:

<i>Bidder</i>	<i>Bid Amount</i>
<i>Knife River Construction of Chico, CA</i>	<i>\$630,041.50</i>
<i>Franklin Construction of Chico, CA</i>	<i>\$684,474.00</i>
<i>ST Rhoades Construction of Redding, CA</i>	<i>\$812,009.00</i>
<i>Knife River Construction of Chico, CA</i>	<i>\$1,068,339.00</i>
<i>Engineer's Estimate</i>	<i>\$654,000.00</i>

Construction for the subject project will begin June 12, 2016, following the end of the 2016/2017 school year. The project will be complete prior to the commencement of the 2017/2018 school year.

Financial Impact:

The total construction cost of the Maxwell Dr SR2S Project, including a 10% contingency, is \$693,045.00. The Active Transportation Program participating costs are \$548,996.50 and are covered 100% through the allocated grant. A local commitment from an unidentified funding source is needed in the amount of \$80,045.00 to leverage roadway paving. This funding source can be determined through the 2017/2018 budget process.

A total breakdown of project phases and expected costs is provided in the table below:

Item / Phase	Active Transportation Program Grant	Local Funding To be Determined	Total
Preliminary Engineering	\$131,000	\$0.00	\$131,000.00
Construction Contract	\$548,996.50	\$80,045.00	\$630,041.50
Construction Contingency	\$63,003.50	\$0.00	\$63,003.50
Construction Engineering	\$63,000.00	\$0.00	\$63,000.00
Non-Infrastructure Component	\$66,000.00	\$0.00	\$66,000.00
Total	\$872,000.00	\$0.00	\$953,045.00

Owner-Contractor Agreement

Maxwell Drive SR2S Project

Contract No. 15-02

THIS AGREEMENT, made this 12th day of October, 2016, in triplicate, between the Town of Paradise ("Town"), and Knife River Construction, ("Contractor").

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the project work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, the project work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Book and Documents, Contract Forms, and Project Exhibits included in this Agreement are dated August 9, 2016 and are made a part of this Agreement as though fully set forth herein and are entitled:

Bid Book and Project Plans for

Maxwell Drive SR2S Project

Contract No. 15-02

Which are hereby made part of this Agreement.

ARTICLE II. – The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the project work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the project work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the project work until its acceptance by the Town of Paradise and for all risks of every description connected with the project work; also for all expenses incurred by or in consequence of the suspension or discontinuance of project work and for well and faithfully completing the project work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit:

Contract Bid Items for Contract No. 15-02

Maxwell Drive SR2S Project

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	Traffic Control System	LS	1	\$78,500.00	\$78,500.00
3	Water Pollution Control Program and Erosion Control	LS	1	\$10,000.00	\$10,000.00
4	Demolition, Miscellaneous Items	LS	1	\$1,500.00	\$1,500.00
5	Remove Trees	Ea.	7	\$500.00	\$3,500.00
6	Remove Fence	LF	50	\$55.00	\$2,750.00
7	Remove Painted Traffic Stripe	LF	575	\$1.00	\$575.00
8	Remove Painted Pavement Marking	SF	220	\$3.00	\$660.00
9	Remove Pavement Marker	Ea.	50	\$1.00	\$50.00
10	Reset In-Street Sign	Ea.	1	\$500.00	\$500.00
11	Relocate Mailbox	Ea.	15	\$200.00	\$3,000.00
12	Relocate Roadside Sign	Ea.	8	\$225.00	\$1,800.00
13	Cold Plane Asphalt Concrete Pavement	SY	1,260	\$10.00	\$12,600.00
14	Remove Concrete Curb and Gutter	LF	460	\$10.00	\$4,600.00
15	Remove Concrete Sidewalk	LF	170	\$18.00	\$3,060.00
16	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
17	Roadway Excavation	CY	550	\$105.00	\$57,750.00
18	Earthwork	LS	1	\$30,000.00	\$30,000.00
19	Class 2 Aggregate Base	Ton	840	\$50.00	\$42,000.00
20	Hot Mix Asphalt (Type A or B) - Widening	Ton	475	\$100.00	\$47,500.00
21	Hot Mix Asphalt (Type A or B) - Overlay	Ton	1,135	\$100.00	\$113,500.00
22	Hot Mix Asphalt Dike (Type A)	LF	2,650	\$1.60	\$4,240.00
23	Minor Concrete, Curb and Gutter	LF	1,170	\$35.50	\$41,535.00
24	Minor Concrete, Driveway	SF	2,075	\$11.00	\$22,825.00
25	Minor Concrete, Sidewalk	SF	4,255	\$11.50	\$48,932.50
26	Minor Concrete, Curb Ramp	Ea.	6	\$1,795.00	\$10,770.00
27	Storm Drain, Miscellaneous Items	LS	1	\$5,000.00	\$5,000.00
28	Roadside Sign - One Post with R81(CA)	Ea.	9	\$250.00	\$2,250.00
29	Roadside Sign, R81A(CA) and R81B(CA)	Ea.	4	\$250.00	\$1,000.00
30	Thermoplastic Striping, Detail 22 - Centerline	LF	2,770	\$1.10	\$3,047.00

31	Thermoplastic Striping, Detail 27b - Edge Line	LF	1,680	\$0.55	\$924.00
32	Thermoplastic Striping, Detail 39 - Bike Lane Line	LF	5,220	\$0.65	\$3,393.00
33	Retroreflective Recessed Markers, Detail 22 - Centerline	Ea.	114	\$15.00	\$1,710.00
34	Thermoplastic Markings, White	SF	85	\$4.00	\$340.00
35	Thermoplastic Markings, Yellow	SF	820	\$4.00	\$3,280.00
36	Thermoplastic Markings, Type IV Arrow (15 SF)	Ea.	1	\$70.00	\$70.00
37	Thermoplastic Markings, "STOP" Legend (22 SF)	Ea.	6	\$90.00	\$540.00
38	Thermoplastic Markings, Yellow "SLOW" Legend (23 SF)	Ea.	2	\$90.00	\$180.00
39	Thermoplastic Markings, Yellow "SCHOOL" Legend (35 SF)	Ea.	2	\$140.00	\$280.00
40	Thermoplastic Markings, Yellow "XING" Legend (21 SF)	Ea.	2	\$90.00	\$180.00
41	Thermoplastic Markings, Bike Symbol (7 SF)	Ea.	14	\$50.00	\$700.00
42	Adjust Existing Water Valve to Finish Grade	Ea.	10	\$500.00	\$5,000.00
TOTAL BID AMOUNT =					\$630,041.50

ARTICLE III. – The Town hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the project work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby agrees to pay the same at the time, in the manner and upon the conditions above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained in this Agreement.

ARTICLE IV. – Contractor certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the project work of this Agreement.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that if there be any conflict between the terms of this Agreement and the bid of the Contractor, then this agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting herewith.

ARTICLE VI. – The Town of Paradise hereby employs Contractor to provide material and to do the project work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions set forth in this agreement.

ARTICLE VII. – The project work required in the performance of this Agreement is an improvement over which the Town of Paradise shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Agreement. It is further expressly agreed, by and between the terms of this Agreement and the bid of the Contractor, that this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting with this Agreement.

ARTICLE IX. – Notwithstanding any other provision, all claims by the Contractor for \$375,000 or less against the Town shall be subject to the procedures set forth in Public Contract Code sections 20104 to 20104.8; a copy of which is shown on the next page:

20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article. (d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits Contractor's or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall

be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands the year and date first above written

TOWN OF PARADISE

By _____

Lauren Gill, Town Manager

By _____

Contractor

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification Number _____

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

Bond of Faithful Performance

Measure C Road Rehabilitation Project 2016

Contract No. 16-05

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$_____) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of Measure C Road Rehabilitation Project 2016, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney

Town of Paradise

Certificate of Acknowledgement

State of California
County of Butte SS

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

Payment Bond

Maxwell Drive SR2S Project

Contract No. 15-02

(Section 3247, Civil Code)

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the project work described as follows: **Measure C Road Rehabilitation Project 2016.**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$ _____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2016

By: _____

Principal

By: _____

Attorney-in-Fact

Certificate of Acknowledgement

State of California
County of Butte SS

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public